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COPY



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

Regular Meeting--Wednesday, March 21, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone.

Absent -- Aldermen Langford, O'Connor.

Mayor Daley requested that the record reflect Alderman Langford was absent due to illness.

Call To Order.

On Wednesday, March 21, 1990 at 11:00 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Richard M. Daley, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Rush, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Orr, Stone -- 44.

Quorum present.

Invocation.

Father Gino Dalpiaz, Director, Italian Catholic Apostolate, opened the meeting with prayer.

CONGRATULATIONS EXTENDED TO VEHICLE STICKER CONTEST WINNER MS. AMELIO PATAO.

The Honorable Walter S. Kozubowski, City Clerk, introduced to the City Council Ms. Amelio Patao of Curie High School, winner of the City Clerk's 1990 -- 1991 Vehicle Sticker Design Contest, who was warmly applauded by the members of the City Council and assembled guests.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

***Rules Suspended* -- COMMENDATIONS EXTENDED TO VARIOUS
FEDERAL BUREAU OF INVESTIGATION PERSONNEL
FOR HEROISM IN ASSISTANCE TO
ACCIDENT VICTIMS.**

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution commending Federal Bureau of Investigation Special Agents Craig McGroarty, Rick Ganslein and John Mallul, and employee Mary K. Martin, for their heroism in providing assistance to victims of an automobile accident.

Your favorable consideration of this resolution will be appreciated.

Sincerely,

(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, Craig McGroarty, a special agent with the Federal Bureau of Investigation, witnessed a car accident on the Kennedy Expressway on March 7, 1990; and

WHEREAS, Special Agent McGroarty pulled over and assisted the victim, who lost both legs in the accident; and

WHEREAS, McGroarty called F.B.I. employee Mary K. Martin, who radioed for help; and

WHEREAS, McGroarty treated the victim of the accident for blood loss, shock, and numerous other internal injuries, and it is the opinion of the medical professionals involved in the incident that McGroarty's handling of the situation saved the victim's life; and

WHEREAS, Agent McGroarty was assisted by Agents Rick Ganslein and John Mallul, all of whom prevented additional injuries to the victim's family members, who were also at the scene of the accident; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of March, 1990, do hereby commend Special Agent Craig McGroarty for his heroic actions to save a life under such adverse circumstances, and we do hereby extend our praise to Agents Ganslein, Mallul and to employee Mary Martin; and

Be It Further Resolved, That suitable copies of this resolution be presented to Special Agents Craig McGroarty, Rick Ganslein and John Mallul and to radio operator Mary Martin.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman Burke noted the presence of Special Agents Craig McGroarty, Rick Ganslein and John Mallul and their wives; Federal Bureau of Investigation employee Ms. Mary K. Martin and her mother; and Mr. James McKenzie, Special Agent in charge of the Chicago office of the Federal Bureau of Investigation. They were warmly applauded by all the members of the City Council and assembled guests.

Rules Suspended -- EXPRESSION OF SUPPORT FOR AND
SOLIDARITY WITH REPUBLIC OF LITHUANIA IN
ITS DECLARATION OF INDEPENDENCE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution expressing support for and solidarity with the people of Lithuania in their declaration of independence.

Your favorable consideration of this resolution will be appreciated.

Sincerely,

(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, The nation of Lithuania is the home of an ancient, vigorous culture, whose people have struggled to preserve their culture, heritage and autonomy; and

WHEREAS, The aspirations of the Lithuanian people were realized in 1918, with the establishment of the Republic of Lithuania as a free and sovereign state; and

WHEREAS, On June 15, 1940, the Republic of Lithuania was forcibly annexed by the Soviet Union; and

WHEREAS, On March 11, 1990, the Lithuanian parliament disavowed the annexation of Lithuania by the Soviet Union and declared the restoration of an independent Republic of Lithuania, free and sovereign; and

WHEREAS, The people of the City of Chicago, and the more than 100,000 persons of Lithuanian ancestry who make their homes in the Chicago metropolitan area, identify with the struggle of the Lithuanian people for their freedom; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of March, 1990, do hereby express our support for and solidarity with the people of the Republic of Lithuania in their declaration of independence, and call upon all citizens of Chicago to support the cause of Lithuanian independence; and

Be It Further Resolved, That a suitable copy of this resolution be delivered to The Honorable Vaclovas Kleiza, Consul General of the Republic of Lithuania, as a symbol of our support.

On motion of Alderman Burke, seconded by Aldermen Carter and Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Rules Suspended -- CONGRATULATIONS EXTENDED TO JOHN
MARSHALL METROPOLITAN HIGH SCHOOL GIRLS'
BASKETBALL TEAM AS WINNERS OF 1990
STATE CHAMPIONSHIP.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating the John Marshall Metropolitan High School Girls' Basketball Team on winning the 1990 State Championship.

Your favorable consideration of this resolution will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman E. Smith 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, John Marshall Metropolitan High School has distinguished itself as the 1990 Girls' Basketball State Champions; and

WHEREAS, The Lady Commandos scored a 65-49 victory over West Aurora on February 24th; and

WHEREAS, This victory marks the team's fourth state basketball title championship: in 1982, '85, '89 and '90, and Marshall is the first Class AA team to win two consecutive titles; and

WHEREAS, Coach Dorothy Gaters and the fine young women on Marshall's basketball team deserved to be recognized for their exceptional efforts; and

WHEREAS, Marshall High School boasts of many achievements through the years: winning thirteen city titles and competing and winning in state tournaments more times than any other high school team; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council extend congratulations to Coach Dorothy Gaters and the fine young athletes on Marshall's basketball team on their 1990 State Championship; and

Be It Further Resolved, That we salute John Marshall Metropolitan High School for encouraging its student athletes to achieve their highest potential, both in sports and in life.

On motion of Alderman E. Smith, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

At this point in the proceedings, Alderman E. Smith noted the presence of Coach Dorothy Gaters and the John Marshall Metropolitan High School Girls' Basketball Team who were warmly applauded by the members of the City Council and assembled guests.

Rules Suspended -- EXECUTION OF PROJECT AGREEMENT WITH
STATE OF ILLINOIS FOR CONSTRUCTION OF SIDEWALK
RAMPS TO PROVIDE INCREASED ACCESSIBILITY
FOR HANDICAPPED IN ASSOCIATION WITH
CHICAGO TRANSIT AUTHORITY
LIFT-EQUIPPED BUS
ROUTES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the execution of a City/State Project Agreement for construction of sidewalk ramps in order to provide accessibility for the handicapped at various locations associated with the establishment of Chicago Transit Authority lift-equipped bus routes.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the construction of sidewalk ramps to provide increased accessibility for the handicapped at various locations associated with the establishment of Chicago Transit Authority lift-equipped bus routes within the City, 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.

Construction of Sidewalk Ramps to Provide
Increased Accessibility for the Handicapped
at Various Locations Associated with the Establishment
of Chicago Transit Authority Lift-Equipped
Bus Routes within the City.

Chicago Transit Authority, Lift-Equipped Bus Route
Sidewalk Ramps, Phase I.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

Chicago Transit Authority, Lift-Equipped Bus Route
Sidewalk Ramps, Phase II.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

Chicago Transit Authority, Lift-Equipped Bus Route

Sidewalk Ramps, Phase III.

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 proceed with the construction of sidewalk ramps in order to provide increased accessibility for the handicapped at various locations associated with the establishment of Chicago Transit Authority lift-equipped bus routes within the City, hereinafter referred to as the "Project(s)" and identified in numbered paragraph 8 of this Agreement; and

Whereas, The City, before such improvements can be made, is required to proceed with Preliminary Engineering (the preparation of contract plans) for the Project(s); 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, On June 30, 1989, the State and the City entered into 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 the Section 3 line item of that Memorandum which provides \$7,000,000 for sidewalk repairs to be obligated by the City, is the basis for State funds provided under this Agreement; and

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

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the Preliminary Engineering (preparation of contract plans) and the construction of the Project(s), as hereinafter provided in numbered paragraph 9, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. Upon approval from the State, to let and award contracts for the Project(s) and to provide and/or cause to be provided all force account construction and construction engineering/supervision for the Project(s), in accordance with established procedures of the City and State.
3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
4. To comply with all applicable Executive Orders and legislation pursuant to the equal employment opportunity and nondiscrimination regulations as may be required by the State and under federal law.
5. To retain all Project records and to make them available for audit by State auditors during Project construction, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

6. 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.
7. 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.
8. That said Project(s) generally consists of the determination of locations for, and the construction of sidewalk ramps, in order to provide increased accessibility for the handicapped at various locations associated with the establishment of Chicago Transit Authority lift-equipped bus routes within the City.

Locations for the sidewalk ramps to be constructed under this Agreement will be cooperatively determined by the Chicago Transit Authority and the

Chicago Department of Public Works. The ramps will be constructed in accordance with current standards for such construction, as set by the Illinois Department of Transportation and all other appurtenances necessary to complete the Project(s) will be provided.

- 9. That the estimated costs of the Project(s) covered and described by this Agreement are:

Chicago Transit Authority Lift-Equipped Bus Route

Sidewalk Ramps, Phase I

State Job No.: _____

Preliminary Engineering (Contract Plans)	.....	\$ 10,000
Contract Construction	.....	445,000
Force Account Construction (City)	.....	5,000
Construction Engineering/Supervision	.....	40,000
Project Total:	.....	\$500,000

Chicago Transit Authority Lift-Equipped Bus Route

Sidewalk Ramps, Phase II

State Job No.: _____

Preliminary Engineering (Contract Plans)	.....	\$ 10,000
Contract Construction	.....	213,000
Force Account Construction (City)	.....	5,000
Construction Engineering/Supervision	.....	22,000
Project Total:	.....	\$250,000

Chicago Transit Authority Lift-Equipped Bus Route

Sidewalk Ramps, Phase III

State Job No.: _____

Preliminary Engineering (Contract Plans)	.....	\$ 10,000
Contract Construction	.....	213,000
Force Account Construction (City)	.....	5,000
Construction Engineering/Supervision	.....	22,000
Project Total:	.....	\$250,000

and that 100% of the actual final costs of the Project(s) will be paid by the State up to a maximum of \$1,000,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by amendment to this Agreement.

- 10. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
- 11. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$1,000,000) as authorized by the City Council.
- 12. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1993.
- 13. 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.

The local agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827; and
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

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.]

* The local agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

Minority Business Enterprises Provisions attached to this City/State Project 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.

Rules Suspended -- LA SALLE NATIONAL CORPORATION AUTHORIZED
TO CONSTRUCT AND OPERATE INTEROFFICE FIBER OPTIC
TELECOMMUNICATIONS SYSTEM IN PUBLIC WAY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance authorizing LaSalle National Corporation to construct and operate an interoffice fiber optic telecommunications system in the public way of the City.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for 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 public 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 internal use and not for sale, resale, exchange or lease; and

WHEREAS, LaSalle National Corporation ("Grantee") is a Delaware corporation which is authorized to do business in the State of Illinois as a multi- bank holding company; and

WHEREAS, Grantee wishes to construct, maintain and operate a two-way high-speed telecommunications system in the public ways of the City, which telecommunications system will be used solely for the purpose of allowing Grantee to transmit and receive communications signals to and from Exchange National Bank, an Affiliate (as defined below) and LaSalle National Bank, an Affiliate (as defined below), and to allow each of said Affiliates to transmit and receive communications signals to and from each other and not for sale, resale, exchange or lease to third parties nor for profit nor with the objective of generating revenues from such transmission or reception; 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, subsidiary or intermediary 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. The term "control" shall mean the right to exercise, directly or indirectly, the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

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 "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.

1.6 "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.

1.7 "Exchange" shall mean Exchange National Bank, a national banking association with its principal offices located at 120 South LaSalle Street, Chicago, Illinois 60603.

1.8 "Grantee" shall mean LaSalle National Corporation, a Delaware corporation having its principal offices located at 135 South LaSalle Street, Chicago, Illinois 60603.

1.9 "Interoffice Telecommunications Services" shall mean the transmission by Grantee of primarily high-speed communications signals (including the collection, storage, forwarding, switching and delivering of such 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, except as permitted in Section 2.1 hereof, the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.10 "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 related appurtenances; provided that no portion of an Interoffice Telecommunications System shall also constitute all or any portion of a Cable Television System or, except as permitted in Section 2.1 hereof, shall also be used to sell,

resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.11 "LaSalle" shall mean LaSalle National Bank, a national banking association having its principal offices located at 135 South LaSalle Street, Chicago, Illinois 60603.

1.12 "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. The term "Public Ways" shall be deemed to include the Chicago Freight Tunnels unless specifically herein excepted.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

(a) 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 within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's Public Ways. Except as set forth in Section 2.1(b), 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.

(b) Grantee is expressly permitted to use its Interoffice Telecommunications System to provide Interoffice Telecommunications Services to itself, Exchange and LaSalle subject to the following limitations: (1) Grantee's Interoffice Telecommunications System's facilities are dedicated for the internal use of the Grantee, Exchange and LaSalle, (2) Grantee's operations of its Interoffice Telecommunications System is not conducted for profit or with the objective of generating revenue, and (3) Grantee, Exchange, and LaSalle continue to be Affiliates. It is further understood that Exchange and LaSalle may merge and Grantee is authorized to provide Interoffice Telecommunications Services to the resulting entity under the same terms and conditions of this ordinance without further action of the Chicago City Council.

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 150 linear feet or approximately .024 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 operation 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 (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.

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. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation. 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 are 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.

Whenever, 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 \$900.00 on or prior to the 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 10.2 hereof, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the insurance coverages covering all risks associated with the installation, construction, repair, maintenance, removal and operation of Grantee's Interoffice Telecommunications System 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.
- (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, costs 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 attorneys 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 telecommunications 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 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. Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning such existing conduit and applicable tariffs.

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 payment 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. 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, of Grantee, the Grantee may be required to restrict or modify the size of the conduit or facilities the Grantee constructs or installs therein along the Authorized Routes. Such restrictions shall be set forth by the Commissioner of Public Works in published standards.

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.

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 by Grantee shall be solely at Grantee's risk and the City shall not be liable in any way therefor.

9.4 Maintenance.

Grantee further agrees to maintain 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 ordinance, 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. Repeal Of Privileges.

10.1 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.

10.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

10.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 10.1, 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.

10.2.2 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 11. Sanctions.

11.1 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 8.4 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.

11.2 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 10 of this ordinance and the right of the Commissioner of General Services under Section 12.2 to revoke the permit described in Section 12.1.

11.3 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 12. Permit Needed.

12.1 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.

12.2 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 12.1 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 13. Special Conditions.

13.1 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 12.1, 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.

13.2 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.

13.3 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 14. General Provisions.

14.1 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

14.2 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:

LaSalle National Corporation
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Legal Department

(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.

14.3 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 15. 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 16. Effective Date.

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

[Exhibit 2 attached to this ordinance printed on page
12788 of this Journal.]

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Grantee's Interoffice Telecommunications System fiber optic cables shall extend in the public ways for a total distance of one hundred fifty (150) feet as follows:

the cables will be located in two 2-inch parallel conduits which will be laid under LaSalle Street, commencing at a point 250 feet north of the northeast corner of the intersection of Adams Street and LaSalle Street, at the building line for the building located at 135 South LaSalle Street, entering the Chicago Freight Tunnels from the basement of the 135 South LaSalle Building, then heading west for 50 feet to the center of LaSalle Street, then heading north for a distance of 45 feet, then heading west for a distance of 50 feet to the building line of the building located at 120 South LaSalle Street, then exiting the Chicago Freight Tunnels into the basement of the 120 South LaSalle Building. Said fiber optic cables shall be used for voice and data transmission between Grantee's facilities located at 135 South LaSalle Street and Exchange's facilities located at 120 South LaSalle Street.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 1 BY
AUTHORIZING PUBLIC SERVICE AS PUNISHMENT FOR
CERTAIN ORDINANCE VIOLATIONS AND BY
INCREASING FINES FOR ORDINANCE
VIOLATIONS WHERE NO PENALTY
IS OTHERWISE SPECIFIED.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending Chapter 1 of the Municipal Code of Chicago to authorize public service as a punishment for ordinance violations and to increase the fines for ordinance violations where no penalty is otherwise specified.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

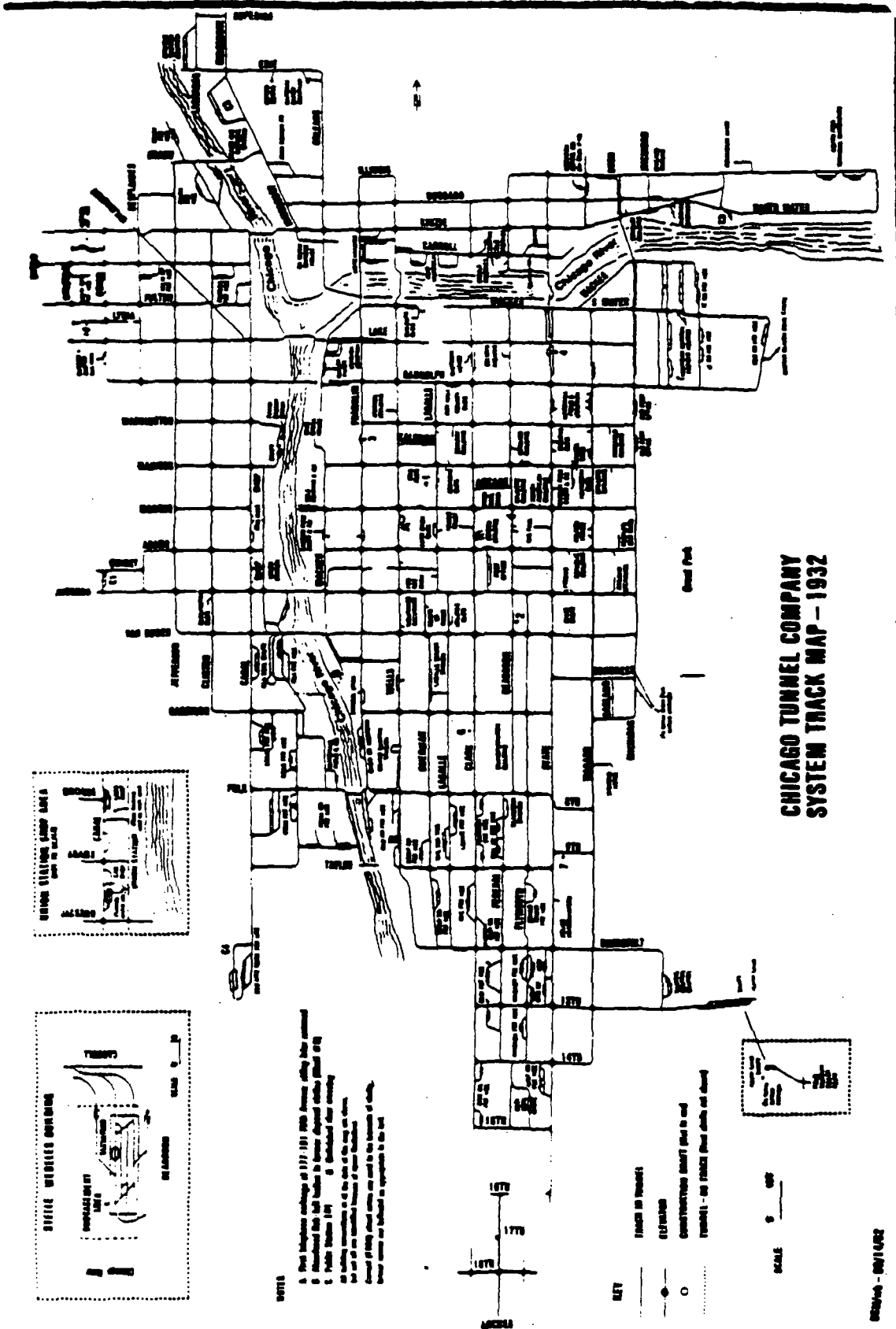


Exhibit 2.

CHICAGO - 001402

Referred -- AMENDMENT AND READOPTION OF MUNICIPAL
CODE CHAPTER 29 PERTAINING TO WHEEL
TAX LICENSES.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance amending and readopting Chapter 29 of the Municipal Code of Chicago pertaining to Wheel Tax Licenses.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS
43 AND 76 CONCERNING CANOPIES AND OTHER
OBSTRUCTIONS OF PUBLIC WAY
DURING CONSTRUCTION.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance amending Chapter 43 of the Municipal Code of Chicago by inserting a new Section 43-12, and amending Section 76- 7.5(d) of the Municipal Code, concerning canopies and other obstructions of the public way during construction.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 99
BY INCREASING PENALTIES FOR ILLEGAL DUMPING.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance amending various sections of Chapter 99 of the Municipal Code of Chicago to increase the penalties for illegal dumping.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 143
BY FURTHER REGULATING JUNKYARDS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 143 of the Municipal Code of Chicago to provide greater regulation of junkyards.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147 BY
CLARIFYING INDEBTEDNESS DISCLOSURE REQUIREMENTS
FOR LIQUOR LICENSE APPLICANTS.

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

was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on License:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of Revenue, I transmit herewith an ordinance amending Chapter 147, Sections 147-3 and 147-4, which clarifies the disclosure of indebtedness requirements for liquor license applicants.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 185
AND 185.1 BY IMPOSING PENALTY ON LATE WATER
AND SEWER CHARGE PAYMENTS.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapters 185 and 185.1 of the Municipal Code of Chicago by imposing a late payment penalty upon the charges for water supply and sewer services when such charges are not timely paid.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACQUISITION AND FINANCING OF FLEET
ADMINISTRATION FACILITY AT 1655 -- 1865
NORTH THROOP STREET.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance approving the acquisition and financing of the Fleet Administration Facility at 1655 -- 1865 North Throop Street.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AGREEMENTS FOR CONTINUATION
OF WRIGLEY FIELD REMOTE PARKING SYSTEM DURING
NIGHT BASEBALL GAMES.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the Commissioner to execute agreements to continue the Wrigley Field Remote Parking System for night baseball games.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION FOR GRANT FROM
UNITED STATES DEPARTMENT OF LABOR TO
DELIVER EMPLOYMENT SERVICES FOR
HOMELESS VETERANS.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Mayor's Office of Employment and Training, I transmit herewith an ordinance authorizing the Director to apply for a United States Department of Labor grant to deliver employment services for homeless veterans.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION FOR GRANT FROM
ROBERT WOOD JOHNSON FOUNDATION AND UNITED
STATES DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT "HOMELESS
FAMILIES PROGRAM".

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the Budget Director to apply for a grant from the Robert Wood Johnson Foundation and United States Department of Housing and Urban Development "Homeless Families Program" in the amount of \$300,000.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR CAPITAL PROJECTS
AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 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 authorizing the submission of a grant application by the City of Chicago to the Federal Aviation Administration for capital projects at Chicago-O'Hare International Airport and, if such application is approved by the Federal Aviation Administration, the execution of an agency agreement between the City and the State of Illinois.

3/21/90

COMMUNICATIONS, ETC.

12797

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION FOR GRANT FROM
ILLINOIS DEPARTMENT OF ENERGY AND NATURAL
RESOURCES FOR CITYWIDE LANDSCAPE WASTE
RECYCLING PROGRAM.

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

March 21, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance authorizing the Mayor to apply to the Illinois Department of Energy and Natural Resources for a grant of \$530,000 for a citywide landscape waste recycling program.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF LEASE FOR OFFICE SPACE AT
CHICAGO MIDWAY AIRPORT TO FEDERAL BUREAU
OF INVESTIGATION.

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

March 21, 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 authorizing execution of a lease of office space at Chicago Midway Airport to the Federal Bureau of Investigation.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1983 -- 1985 AIRPORT USE AGREEMENT
AND TERMINAL FACILITIES LEASE WITH CONTINENTAL
AIRLINES, INCORPORATED AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 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 authorizing an amendment to the 1983 -- 1985 Airport Use Agreement and Terminal Facilities Lease between the City and Continental Airlines, Incorporated at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH
CERTAIN UNITS OF LOCAL GOVERNMENT AUTHORIZING
CHICAGO FIRE DEPARTMENT TO PARTICIPATE IN
MUTUAL AIR BOX ALARM SYSTEM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 21, 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 authorizing the Mayor to enter into and execute an Intergovernmental Agreement between the City of Chicago and other participating units of local government which would authorize the Chicago Fire Department to take part in the Mutual Aid Box Alarm System (M.A.B.A.S.), a system of mutual aid providing fire protection and emergency medical services during emergency or disaster situations.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,

(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.**

A communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of February 28, 1990 which reads as follows:

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

Statement for bills issued in March, 1990 to Illinois Commerce Commission related to Standard Contract Rider No. 20.

Conservation Program Clause related to the Rider No. 21, for the period ended December 31, 1989.

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

Annual Report to Stockholders for the fiscal year ended December 31, 1989, filed with the Securities and Exchange Commission.

Commonwealth Edison Company's Current Report on the Form 8-K for February 2, 1990.

Commonwealth Edison Company's Form Y-53 Year-to-Date Controls, as of December 31, 1989.

Micro-fiche copy of Commonwealth Edison Company's Plant Ledger as of December 31, 1989.

Plant Accounting Department Departmental Instructions No. 1-41: Uniform System of Accounts.

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

Placed On File -- OATH OF OFFICE.

Also, the oath of office of Mr. Joseph J. Spingola as Chairman of the Zoning Board of Appeals, filed on March 19, 1990, which was *Placed on File*.

*Placed On File -- NOTIFICATION OF ABATEMENT OF TAXES
LEVIED FOR CHICAGO SCHOOL FINANCE AUTHORITY
GENERAL OBLIGATION SCHOOL ASSISTANCE
BONDS REFUNDING SERIES 1985.*

Also, a communication and resolution received in the office of the City Clerk from Schiff, Hardin & Waite, attorneys for the Chicago School Finance Authority, concerning an abatement of taxes levied by the Authority for General Obligation School Assistance Bonds Refunding Series 1985, which were *Placed on File*.

Placed On File -- LAKEVIEW/UPTOWN NEIGHBORHOOD
PROTECTION AND IMPROVEMENT
PLAN UPDATE.

Also, a communication from Mr. David S. Williams, Jr., Commissioner of the Department of Public Works, under date of March 1, 1990, transmitting an update on the Lakeview/Uptown Neighborhood Protection and Improvement Plan (ordinance passed February 25, 1988) which was *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS
FOR PERSONAL SERVICES FOR MONTH OF
FEBRUARY, 1990.

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

[Voucher payments printed on page 12803 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on February 28, 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 March 21, 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 February 28, 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.

PERSONAL SERVICES PAID BY VOUCHERS FEBRUARY, 1990

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	P/M	FEB. 1990
Steve Smith	4550 N. Clarendon	Aviation	Dir Con Compliance	740	3,084.00	P/M	3,084.00
Williamova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	1,840.95
Wazazera, Jacqueline	1826 Home Ave.	Finance	Benefits Mgr.	100	4,200.00	P/M	3,500.40
Wuncan, Lorraine	2742 N. Richmond	Fire	Fireman	"	7,070.40	B/P	7,070.40
Wischl, Jack	10636 S. State Line	"	"	"	544.11	B/P	544.11
Woll, David	5133 W. Dakin	"	"	"	1,205.64	B/P	1,205.64
Wramarski, Frank	5219 S. Nordica	"	"	"	7,132.32	B/P	7,132.32
Wschwartz, Walter	7228 W. Oliver	"	"	"	7,651.44	B/P	7,651.44
Wjones, Shari	1834 W. 107th	Hum. Relations	Consultant	"	1,637.50	P/M	3,275.00
Warkin, John	345 W. Fullerton	Ing. Info.	Adm. Asst. II	"	12.91	P/H	1,823.54
Wcott, Charles	P. O. Box 7579	"	"	"	12.91	P/H	1,113.49
Wrmata, Ronald	2622 W. Seipp	Police	Policeman	"	8,406.89	B/P	8,406.89
Woddie, Walter	8029 S. Elizabeth	"	"	"	7,224.08	B/P	7,224.08
Wlavis, Robert	9052 S. Ashland	"	"	"	24,421.45	B/P	24,421.45
Wlones, Lorenzo	4451 N. Paulina	"	"	"	4,732.87	B/P	4,732.87
Wl McGrath, Thomas	7008 N. Oriole	"	"	"	4,433.79	B/P	4,433.79
Wlass, Wesley	710 Walden Rd.	Treasurer	First Deputy	"	2,916.67	P/M	5,833.34

**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:

Beverly Area Local Development Company -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 28-H bounded by:

West Monterey Avenue; South Vincennes Avenue; a line 266.14 feet southwest of and parallel to West Monterey Avenue; the alley next northwest of and parallel to South Vincennes Avenue; the alley next southwest of and parallel to West Monterey Avenue; and South Church Street.

Brown & Associates, Incorporated -- to classify as an R3 General Residence District instead of an R1 Single-Family Residence District the area shown on Map No. 15-K bounded by:

an east-west line 158 feet long that is 159.89 feet south of the intersection of North Forest Glen Avenue and North Cicero Avenue; a line 158 feet east of and parallel to North Cicero Avenue; a line 229.89 feet south of North Forest Glen Avenue; and North Cicero Avenue.

Children's Memorial Medical Center -- to classify as Institutional Planned Development No. 158, as amended, instead of a C1-3 Restricted Commercial District and Institutional Planned Development No. 158 the area shown on Map Nos. 5-F and 7-F bounded by:

a line 211 feet north of West Fullerton Parkway; North Orchard Street; North Lincoln Avenue; a line from a point 151.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue, to a point 211.9 feet west of North Lincoln

Avenue along the north line of West Belden Avenue; a line extending due south from the last described point to the south line of West Belden Avenue; the south line of West Belden Avenue; the alley next east of and parallel with North Halsted Street; a line 143 feet south of and parallel with West Belden Avenue; North Halsted Street; the north line of West Belden Avenue; the alley next southwest of and parallel to North Lincoln Avenue; a line from a point 350 feet northwest of West Belden Avenue along the northeast line of the alley next southwest of and parallel to North Lincoln Avenue, to a point 501.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue; a line 656.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue and perpendicular to North Lincoln Avenue; a line 60 feet southwest of and parallel with North Lincoln Avenue; a line 457.16 feet northwest of West Belden Avenue along the northeast line of the alley next southwest of North Lincoln Avenue and perpendicular to that alley; the alley next southwest of North Lincoln Avenue; North Halsted Street; North Lincoln Avenue; West Fullerton Parkway; a line 142.5 feet west of North Orchard Street; the alley next north of and parallel to West Fullerton Parkway and the alley next west of and parallel to North Orchard Street.

Faith & Deliverance Church & Child Development Center -- to classify as an R1 Single-Family Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 1-K bounded by:

West Wayman Street; a line 77.62 feet east of and parallel to North Kilpatrick Avenue; West Fulton Street; and North Kilpatrick Avenue.

LaSalle National Bank, as Trustee, under Trust Number 111910 -- to classify as a B4-3 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 5-F bounded by:

a line 473.5 feet south of West Armitage Avenue; a line 131 feet east of North Halsted Street; a line 523.5 feet south of West Armitage Avenue; and North Halsted Street.

Marquette National Bank, under Trust Number 11170 -- to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 14-H bounded by:

a line 100.48 feet south of and parallel to West 58th Street; the alley next east of and parallel to South Western Avenue; a line 200.96 feet south of and parallel to West 58th Street; and South Western Avenue.

Victor C. Neumann Foundation -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 15-N bounded by:

North Northwest Highway; a line 300 feet southeast of and parallel to West Ardmore Avenue; the northeast line of the Chicago and Northwestern Railroad right-of-way or a line 118.23 feet southwest of and parallel to North Northwest Highway; and a line 100 feet southeast of and parallel to West Ardmore Avenue.

U. S. Equities Realty, Incorporated -- to classify as a Business Planned Development instead of a B6-6 Restricted Central Business District the area shown on Map No. 3-E bounded by:

East Chestnut Street; North Michigan Avenue; a line 107.25 feet south of and parallel to East Chestnut Street; a line 185.85 feet west of and parallel to North Michigan Avenue to a point 71.59 feet south of East Chestnut Street; and a line from a point 185.85 feet west of North Michigan Avenue and 71.59 feet south of East Chestnut Street, to a point 201.10 feet west of the west line of North Michigan Avenue, as measured along the south line of East Chestnut Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Insurance Company (6) Arthur Adams, Sr., Joan Harris, Gwendolynne Jasper, Bernard LaCorcia, Mildred Redmond and Patricia Woywod, Alpha Baking Company, American Ambassador Casualty Company and Kenneth Winn, American Country Insurance Company and Karimali J. Batlawalla, American Service Insurance Company and Stefan Bohlander, Amoco Oil Company, Apitz Robert;

Barcham Edward E., Bartley Emily B., Battaglia Kimberly A., Beres Ted J., Berkson Joseph, Berman Ross A., Bhimani Ali, Booker Lewis, Boyle Tom, Brown Ben, Brown Charles, Brown Jan M., Bryant Phillips R.;

Caldwell James H., Cao Dieu and Mat Thi Tran, Carioscia Michael D., Castillejo Carlos M., Chavez Gustavo, Chicago Allied Warehouses, Inc., Chwistek Anthony, Coffeeworks, Inc., Cohen Robert, Collins Cheryl, Combined Realty Services, Inc., Connor Roselyn, Conner Jr. Thurman S., Cordero Christopher, Crigler Mary M., Crispell Gar, Czapczynski Hanna;

Devenny Frank J., Diaz Gerardo L., Diemer Sally E., Dornan Kem A., DuBois Shirley J., Dunn Products, Inc., Dunphy Thomas E.;

Economy Fire & Casualty Insurance Company and Willis C. Martin, Elliott Sr. Willie J., Enriquez Leo J., Evans Doris;

Flowers Billie J., Freeman Cherise M., Friedman Richard F.;

Gagliano Gregory A., Gibson Jerry, Godley Jerry, Gorniak Marian, Grabowski Sharon, Graham Archie L., Gregor Donald H., Grills Wayne D., Gruber Tracy L., Guerrero Pasqual;

Hakimian Michele, Haller Fred, Harper Antoinette, Harrison Charles, Humble Eleanor M., Hunter Jean J.;

Illinois Bell Telephone Company, Inderbitzin Kurt D.;

James Thomas E., Jespersen Tina M., Johnson Errol D., Johnson-Young Ruth;

Karones Maria, Keller Lydia, Klippel Miklos, Klosowiak Boguslaw J., Klyana Zaia, Kosmopoulos Vasilis, Krynski Helen;

Lewis John A., Liberty Mutual Insurance Company and Marilyn Johnson, Lindsay Jr. Gene V.;

Marino Louis, Marshall Edward M., McDougall Mark D., McNeil Gene V., Midway Dodge, Inc., Miller Ray T., Monaco Daniel H., Moy David, Muczynski Bruno, Mustafa Musa, Myslinski Vincent L.;

Nicoletti Carole;

O'Day Michael, O'Hara Margaret M., Olivet Baptist Church, Orellano Nancy, Ortega Luz, Ortez Valarie P., Osadzien Judy D.;

Parilla Ann B., Pearce James M., Pickens Denise R., Pickerign Jill R., Pike Lawrence E., Plaza on DeWitt;

Ray Robert L., Refer Lynn E., Reid Mary, Rimschneider Nick, Ring Pamela M., Rivers Angela S., Robelly Eduardo G., Robinson Mamie L., Robinson Willie, Rose Pamela M., Roti Frank F., Russell Leo M.;

Safeway Insurance Company and Min Sun, Saleh Mostafa D., Sandonato Anthony, Santoyo Socorro, Schmitt Josephine V., Scott Jr. Pierre, Scott Wesley Rev., Shafford Katherine, Shines Jr. John W., Shumway JoAnn, Sigler Rebecca L., Simmons Eugene, Simpson Michael, Singer Vicki, Smith Edward J., Spilotro Anne, Stallings Terry L., State Farm Insurance Company (6) James Karas, Barbara Owczarczak, Filippo Pagano, Donna Peterson, Jo Ellen Smith and Maureen Whiteman, Staton Cynthia J., Strauther Jacqueline M.;

Taylor Norman, Thomas Diana, Tiffith Angela M., Torres Esmeraldo, Tower Stephen B., 200 Cut Rate Liquors;

U. S. Department of Justice and James D. McKenzie;

Warren Channie M., Webb Willie, Wermich Margaret M., Wickman Kenneth J.,
Williams Michael J., Williams Robert J.;

Young Tina;

Zeltins Sandra L., Ziemski Linda M., Zuccarelli Joanne M.

Referred-- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF WICKER PARK
DISTRICT AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of March 2, 1990, transmitting a recommendation that the Wicker Park District be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

Referred-- RESOLUTION FROM DARIEN, ILLINOIS CITY COUNCIL OPPOSING
CHICAGO O'HARE INTERNATIONAL AIRPORT RUNWAY EXPANSION
AND SUPPORTING CONSTRUCTION OF THIRD MAJOR AIRPORT
AND ADDITION TO ELGIN-O'HARE EXPRESSWAY.

Also, a communication from Mr. Timothy J. Gagen, City Administrator of Darien, Illinois, transmitting a resolution by the City Council of Darien, calling for a permanent ban on the construction of new runways at Chicago O'Hare International Airport, and expressing support for the construction of a third major airport in northeastern Illinois and the addition of an eastern leg to the Elgin- O'Hare Expressway, which was *Referred to the Committee on Committees, Rules and Ethics*.

Referred-- PROPOSED AMENDMENT OF MUNICIPAL CODE BY
ESTABLISHMENT OF ACCEPTABLE NOISE LEVELS
EMANATING FROM MOTOR VEHICLES.

Also, a communication from Ms. Ruth Jones transmitting a proposed ordinance amending

the Municipal Code by restricting the allowable noise level emanating from motor vehicles as a result of audio or video equipment operated within, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Referred -- AMENDMENT OF MUNICIPAL CODE BY ESTABLISHMENT
OF NEW CHAPTER 113.1(A) ENTITLED "COMPETITION IN
CABLE COMMUNICATIONS ORDINANCE".

Also, a communication from Mr. Hugh Martin transmitting a proposed ordinance amending the Municipal Code by adding a new Chapter 113.1(A) entitled "Competition in Cable Communications Ordinance" which would establish guidelines for franchising of second tier cable television service, which was *Referred to the Committee on Finance*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF MUNICIPAL CODE CHAPTER 22, SECTION 22-12
BY GRANTING BENEFIT ELIGIBILITY TO NON-DEPENDENT
FAMILY MEMBERS OF SLAIN SAFETY OFFICERS.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to Section 22-12 of the Municipal Code of the City of Chicago concerning death benefit awards for those public safety officers killed in the line of duty, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit pursuant to the Illinois Constitution, 1970, Article VII, Section 6(a); and

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

WHEREAS, Under recently amended federal legislation, parents of those public safety officers who are killed in the line of duty and are not survived by a wife or child are automatically entitled to benefits; and

WHEREAS, The recently amended federal legislation is much more fair and equitable than the current Chicago ordinance, now, therefore,

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

SECTION 1. Section 22-12 of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

22-12. Awards made under the terms of this chapter shall be in accordance with the said statute, approved June 27, 1921, as amended, for the use and benefit of the beneficiaries as follows:

(1) The widow of the deceased if there be no minor child or children	\$15,000
(2) The widow and one minor child of the deceased, in equal parts	20,000
(3) The widow and two or more minor children of the deceased, in equal parts	30,000
(4) The widow and [an actually and fully dependent] father or mother of the deceased, in equal parts	20,000
(5) The widow and [an actually and fully dependent] father and mother of the deceased, in equal parts	30,000
(6) The widow, one minor child and [an actually and fully dependent] mother, father, or both, of the deceased, in equal parts	30,000
(7) The widow, two or more minor children and [an actually and fully dependent] father, mother, or both, of the deceased, in equal parts	30,000
(8) One minor child of the deceased	15,000
(9) Two minor children of the deceased, in equal parts	15,000
(10) Three or more minor children of the deceased, in equal parts	30,000
(11) One minor child and [an actually and fully dependent] father or mother of the deceased, in equal parts	20,000
(12) One minor child and [an actually and fully dependent] father and mother of the deceased, in equal parts	30,000
(13) Two or more minor children and [an actually and fully dependent] father, mother or both, of the deceased, in equal parts	30,000

The right of the minor child is understood to mean the child's proportionate part in the benefits set out in sub-paragraphs (2), (3), (9) and (10) of this section.

(14) If there be no widow or children of the deceased and there be a father or mother surviving the deceased, [fully dependent upon the deceased for support at the time of his death], awards shall be made as follows:

For the father or mother	\$15,000
For the father and mother	20,000

(15) If there be no widow, children, father or mother of the deceased, and if there be minor brothers or sisters, and brothers or sisters having reached the age of 50 years or over, fully dependent upon the deceased for support at the time of his death, awards shall be made as follows:

One adult brother or more-each	\$ 5,000
One adult sister or more-each	5,000
One minor brother or sister	7,500
Two minor brothers or sisters	10,000
Three minor brothers or sisters	12,500
Four or more minor brothers or sisters	15,000

(16) [An unmarried female child of full age or a male] A child that is physically or mentally disabled, in case he or she is dependent upon the deceased for support at the time of his death, shall be granted the allowances herein provided for a minor child.

(17) When there are two or more beneficiaries of any allowance of money awarded for the support, maintenance and education of the family or dependents of any policeman or fireman, such allowances shall be for the use and benefit of such beneficiaries in equal parts.

SECTION 2. This ordinance shall be effective upon its passage and publication.

EXECUTION AND SUBMISSION OF GRANT APPLICATION TO
FEDERAL AVIATION ADMINISTRATION TO FUND
CAPITAL PROJECT AT CHICAGO
MIDWAY AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution and submission of a grant application for federal assistance to the Federal Aviation Administration, in the amount of \$7,544,000, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. The Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to \$7,544,000.00.

SECTION 3. The Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application.

SECTION 4. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel.

SECTION 5. This ordinance shall become effective immediately upon its passage.

[Application for federal assistance attached to this ordinance
printed on pages 12815 through 12826
of this Journal.]

Part V.

Chicago Midway Airport

1990 Application

A.I.P. Number 3-17-0025-13.

Rehabilitation of Runway 13R-31L -- Phase 2 (Entitlement and Discretionary).

Rehabilitation of the runway from the 13R approach to north of the runway 4R- 22L intersection. The work will include:

(Continued on page 12827)

OMB Approval No. 03

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	3. NUMBER 3-17-0025-13	4. STATE APPLICATION IDENTIFIER	5. NUMBER
1. TYPE OF SUBMISSION (Mark appropriate box) <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		b. DATE Year month day 19 90 01 31		NOTE TO BE ASSIGNED BY STATE 19	
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name City of Chicago b. Organization Unit Department of Aviation c. Street/P.O. Box 20 N. Clark Street Room 3000 d. City Chicago e. County Cook f. State Illinois g. ZIP Code 60602 h. Contact Person (Name & Telephone No.) Jack Delaney 312-744-4378					
5. EMPLOYER IDENTIFICATION NUMBER (EIN) a. NUMBER 66111 b. TITLE Airport Improvement Program					
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) Chicago Midway Airport 1990 Development Program					
8. TYPE OF APPLICANT/RECIPIENT a. State b. County c. City d. Other Specify					
9. AREA OF PROJECT IMPACT (Name of county, counties, states, etc.) Chicago Metropolitan Area					
10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000					
11. TYPE OF ASSISTANCE a. State b. County c. City d. Other Specify					
12. PROPOSED FUNDING a. FEDERAL \$ 28,290,000.00 b. APPLICANT 7,544,000.00 c. STATE 1,886,000.00 d. LOCAL .00 e. OTHER .00 f. Total \$ 37,720,000.00					
13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT City-wide b. PROJECT Citywide					
14. TYPE OF APPLICATION a. State b. County c. City d. Other Specify					
15. PROJECT START DATE Year month day 19 90 9 15					
16. PROJECT DURATION Months					
17. TYPE OF CHANGE (For New or Old) a. Increase b. Decrease c. Other Specify					
18. DATE DUE TO FEDERAL AGENCY Year month day 19 90 2 1					
19. FEDERAL AGENCY TO RECEIVE REQUEST Department of Transportation					
20. EXISTING FEDERAL IDENTIFICATION NUMBER					
a. ORGANIZATIONAL UNIT (IF APPROPRIATE) F.A.A. b. ADMINISTRATIVE CONTACT (IF KNOWN) Louis H. Yates c. ADDRESS 2300 E. Devon Ave., Des Plaines, IL 60018					
21. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
22. THE APPLICANT CERTIFIES THAT: a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW <input type="checkbox"/>					
23. CERTIFYING REPRESENTATIVE a. TYPED NAME AND TITLE Jay R. Franke, Commissioner of Aviation b. SIGNATURE					
24. APPLICATION RECEIVED 19 Year month day					
25. FEDERAL APPLICATION IDENTIFICATION NUMBER					
26. FEDERAL GRANT IDENTIFICATION					
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN					
28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00					
29. ACTION DATE Year month day 19					
30. STARTING DATE Year month day 19					
31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)					
32. ENDING DATE Year month day 19					
33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No					

*Department Of Transportation -- Federal Aviation Administration.**Part II.**Project Approval Information**Section A.*

Item 1.

Does this assistance request require
State, local, regional, or other
priority rating?

Yes No

Name of Governing

Body: _____

Priority Rating: _____

Item 2.

Does this assistance request require
State, or local advisory, educational
or health clearances?

Yes No

Name of Agency or

Board: _____

(attach documentation)

Item 3.

Does this assistance request require
clearinghouse review in accordance
with OMB Circular A-95?

Yes No

(attach comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Yes No

Name of Approving Agency: _____

Date: _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

Yes No

Check on: State []
Local [X]
Regional []

Location of plan: 20 North Clark Street, Suite 3000

Item 6.

Will the assistance requested serve a Federal installation?

Yes No

Name of Federal Installation: _____

Federal Population benefiting from Project: _____

Item 7.

Will the assistance requested be on Federal land or installation?

Yes No

Name of Federal Installation: _____

Location of Federal Land: _____

Percent of Project: _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

See instruction for additional information to be provided.

Yes No

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Number of:

Individuals: _____

Yes No

Families: _____

Businesses: 1

Farms: _____

Item 10.

Is there other related Federal assistance on this project previous, pending or anticipated?

See instructions for additional information to be provided.

Yes No

Part II -- Section B.

11. Sites and Improvements:

Not required

Attached as exhibits.

Applicant intends to acquire the site through:

Eminent domain

Negotiated purchase

_____ Other means (specify).

12. Title or Other Interest in the Site is or will be vested in:

 X Applicant

_____ Agency or institution operating the facility

_____ Other (specify).

13. Indicate whether Applicant/Operator has:

 X Fee simple title

_____ Leasehold interest

_____ Other (specify).

14. If Applicant/Operator has Leasehold Interest, give the following information:

a. Length of lease or other estate interest _____, and number of years to run _____.

b. Is lease renewable?: _____ Yes _____ No.

c. Current appraised value of land: \$ _____.

d. Annual rental rates: \$ _____.

15. Attach an Opinion from Acceptable Title Counsel describing the Interest Applicant/Operator has in the Site and certifying that the Estate or Interest is legal and valid.

16. Where applicable, attach Site Survey, Soil Investigation Reports and Copies of Land Appraisals.

17. Where applicable, attach Certification from architect on the feasibility of improving existing Site Topography.

18. Attach Plot Plan.

19. Construction Schedule Estimates:

_____ Not required
 _____ **X** _____ Being prepared
 _____ Attached as exhibits.

Percentage of completion of drawings and specifications at application date:

Schematics _____ %
 Preliminary _____ %
 Final _____ **60** _____ %

20. Target Dates for:

Bid Advertisement: June 30, 1990
 Contract Award: September 1, 1990
 Construction Completion: _____
 Occupancy: _____

21. Description of Facility:

_____ **X** _____ Not required
 _____ Attached as exhibits.

Drawings -- Attach any drawings which will assist in describing the project.

Specifications -- Attach copies of completed outline specifications.

(If drawings and specifications have not been fully completed, please attach copies or working drawings that have been completed.)

Part II -- Section C.

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.** The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. **Defaults.** The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. **Possible Disabilities.** There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings, which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. **Land.** (a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit A -- on file with F.A.A. will be updated after land acquisition is complete.

* State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, et cetera. The separate areas of land need only be identified here by the area numbers shown on the property map.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated at Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights. There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

Part III -- Budget Information -- Construction.

Section A -- General.

1.	Federal Domestic Assistance Catalog No.	20.106
2.	Functional or Other Breakout	_____

Section B -- Calculation Of Federal Grant.

		Use Only For Revisions		
Cost Classification		Latest Approved Amount	Adjustment + Or (-)	Total Amount Required
1.	Administration Expense	\$	\$	\$100,000.00
2.	Preliminary Expense			
3.	Land, Structures, Right-of-Way			1,000,000.00
4.	Architectural Engineering Basic Fees D.P.W.			3,620,000.00
5.	Other Architectural Engineering Fees			
6.	Project Inspection Fees			
7.	Land Development			
8.	Relocation Expenses			
9.	Relocation Payments to Individuals and Businesses			
10.	Demolition and Removal			
11.	Construction and Project Improvement			33,000,000.00

Cost Classification	Latest Approved Amount	Adjustment + Or (-)	Total Amount Required
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 Through 13)			<u>37,720,000.00</u>
15. Estimated Income (if Applicable)			
16. Net Project Amount (Line 14 Minus 15)			<u>37,720,000.00</u>
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amount (Excluding Rehabilitation Grants)			<u>37,720,000.00</u>
20. Federal Share Requested of Line 19			28,290,000.00
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal Grants Requested (Lines 20 and 21)			<u>28,290,000.00</u>
23. Grantee Share			7,544,000.00

Cost Classification	Latest Approved Amount	Adjustment + Or (-)	Total Amount Required
24. Other Shares			1,886,000.00
25. Total Project (Lines 22, 23 and 24)			<u>\$37,720,000.00</u>

Section C -- Exclusions.

26. Classification	Ineligible For Participation (1)	Excluded From Contingency Provision (2)
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.		
TOTALS	\$	\$

Section D -- Proposed Method Of Financing Non-Federal Share.

27. Grantee Share:	\$
a. Securities	
b. Mortgages	

c.	Appropriations (by Applicant)	7,544,000.00
d.	Bonds	
e.	Tax Levies	
f.	Non Cash	
g.	Other (explain)	
h.	TOTAL -- Grantee share	<u>\$7,544,000.00</u>
28.	Other Shares	
a.	State	1,886,000.00
b.	Other	
c.	Total Other Shares	<u>\$1,886,000.00</u>
29.	TOTAL:	<u>\$9,430,000.00</u>

Section E -- Remarks.

Part IV -- Program Narrative (Attach -- See Instructions).

(Continued from page (12814))

Repair of existing pavement and bituminous concrete overlay of the runway south of Runway 4R-22L --	\$3,900,000
Repair of existing pavement and PCC overlay from the 13R approach through the runway 4R-22L intersection --	6,500,000
Bituminous concrete overlay of the 13R hold apron --	1,000,000
Reconstruction of the southern 75 feet of Taxiway "N" between R/W's 13R and 31L --	3,000,000
Widening of the Taxiway "R" stub --	400,000
Widening of the south fillet on Taxiway "A" --	200,000
Construction of new 25-foot shoulder, edge lighting and signage for all pavements in the work area --	5,500,000
Removal of abandoned pavements --	1,000,000
Install new base cans and conduit for runway touchdown and center line lights --	130,000
Demolition of the northwest electrical substation --	110,000
Construct a new 13R Blast Pad --	750,000
Install runway distance remaining markers, including signs installed on bases constructed under Phase 1 --	300,000
Grade the runway safety area adjacent to the portion of runway being rehabilitated --	1,500,000
Install additional electrical duct crossings under the runway --	360,000
Install runway surface sensors, and a supplemental wind cone (13R) --	125,000
Construct portion of the Master Drainage Plan adjacent to the runway being rehabilitated --	3,000,000
Groove runway pavement --	225,000
Extend R/W 22L by 345 feet --	4,000,000

Relocate northeast service road --	\$1,500,000
Penalty box -- 22L end --	1,500,000

Estimated Cost: \$35,000,000

Land Acquisition -- Parcels 54 -- 57 (Discretionary).

This project is to acquire four parcels of land, two on South Cicero Avenue and two on South Central Avenue. All parcels are in the clear zone. An Exhibit "B" property map has been submitted.

Estimated Cost: \$1,100,000

Obstruction Removal To Improve Minimums (Discretionary).

This project will remove obstructions around the Airport to improve landing and departure minimums and meet the requirements of F.A.R. Part 77 where possible.

Estimated Cost: \$1,500,000

Taxiway Lighting Improvements (Discretionary).

The scope of this project is to improve and upgrade taxiway edge lighting throughout the Airport. (Engineering only)

Estimated Cost: \$120,000

Total Project Costs:	\$ 37,720,000
Federal Share at 75%:	\$ 28,920,000
State Share at 5%:	\$ 1,886,000
City Share at 20%:	\$ 7,544,000

EXECUTION OF MEMORANDUM OF INTENT WITH LUFTHANSA
GERMAN AIRLINES FOR ISSUANCE OF SPECIAL FACILITY
REVENUE BONDS TO FINANCE CONSTRUCTION OF
CARGO FACILITY AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 Memorandum of Intent between the City of Chicago and Lufthansa German Airlines for the issuance of Special Facility Revenue Bonds for the construction of a new cargo facility at O'Hare International Airport, in an amount not to exceed \$42,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City currently owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"); and

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

WHEREAS, The City, through its Department of Aviation, has prepared a Master Plan Study of Chicago-O'Hare International Airport which sets forth future development plans for the Airport, analyzes the economic and environmental impact of such development, and analyzes the financing needs for such development; and

WHEREAS, As part of the development of the Airport, Lufthansa German Airlines, a corporation duly organized and existing under the laws of Germany (the "Company"), has planned and proposed the design, construction, acquiring and equipping of a new cargo facility at the Airport, the acquisition, construction and equipping of which is proposed to be financed, in whole or in part, by the issuance of not exceeding \$42,000,000 of the City's special facility revenue bonds, and a Memorandum of Intent has been presented under the terms of which the City agrees to issue such bonds for such improvements; now, therefore,

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

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

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

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

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

Memorandum of Intent attached to this ordinance reads as follows:

Memorandum Of Intent.

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

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

(a) The Issuer may issue its special facility revenue bonds to finance the cost of design, construction and equipping of certain facilities at Chicago- O'Hare International Airport (the "Airport").

(b) The Company has planned and proposed the design, construction, acquiring and equipping of a new cargo facility (the "Project"), the financing of which is expected to cost not exceeding \$42,000,000. The Company has requested the Issuer to assist the Company in financing the cost of the Project including reimbursement of costs incurred prior to the issuance of the Issuer's special facility revenue bonds by issuing its special facility revenue bonds.

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

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

(e) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the Issuer, and subject to receipt of adequate assurance from the Company that there are one or more purchasers for the special facility revenue bonds, the Issuer intends to issue and sell its special facility revenue bonds in an amount of not to exceed \$42,000,000 to pay for or reimburse the Company for the costs of the Project.

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

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

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

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

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

(a) That it will use all reasonable efforts to find one or more purchasers for the Issuer's special facility revenue bonds.

(b) That contemporaneously with the delivery of the special facility revenue bonds, it will enter into instruments with the Issuer, under the terms of which the Company will, among other things, obligate itself to pay to, or on behalf of the Issuer, sums sufficient in the aggregate to pay the principal of, interest on, and redemption premium, if any, on the special facility revenue bonds as and when the same shall become due and payable.

5. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 4 hereof are further subject to the condition that, on or before February ____, 1991, or such other date as is mutually acceptable to the Company and the Issuer, the Company and the Issuer have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 4, the special facility revenue bonds and all other instruments or proceedings relating to the special facility revenue bonds. In the event Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that the special facility revenue bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent; provided, however, that the Company shall be obligated to pay all out-of-pocket costs reasonably incurred by the Issuer in connection with this Memorandum of Intent. It is expressly understood and agreed that, except for the Company's obligation under the preceding sentence, neither the Issuer nor the Company shall be liable to the other party for any failure to perform any of its agreements or undertakings hereunder, or for any failure to make a good faith effort to perform such agreements or undertakings, including particularly the failure by the Issuer to issue bonds and the failure by the Company to finance the Project with proceeds of the bonds.

In Witness Whereof, The parties hereto have entered into this Memorandum of Intent by their officers thereunto duly authorized as of the ____ day of _____, 1990.

[Signature forms omitted for printing purposes.]

AMENDMENT TO BOUNDARIES OF MICHIGAN/CERMAK
TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to the boundaries of the Michigan/Cermak Tax Increment Financing Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On September 13, 1989, the City Council of the City of Chicago (the "City Council") passed and adopted by ordinance the Tax Increment Redevelopment Plan (the "Plan") and Redevelopment Project (the "Project") for the Michigan/Cermak Redevelopment Area (the "Area") in conformance with the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article II of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, Pursuant to a public hearing held on January 16, 1990, it has been determined to be necessary and desirable to amend the boundaries of the Area in order to exclude certain parcels of real estate which are unnecessary to the implementation of the Plan and Project; and

WHEREAS, It is necessary and desirable to correct the legal description of the Area adopted on September 13, 1989, containing certain scrivener's errors which do not alter the Plan and Project boundaries of the Area as were intended and adopted by the City Council; now, therefore,

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

SECTION 1. Area Amended. The current Area, as described in Exhibit A attached hereto and incorporated herein as set out in full by this reference, is hereby amended as a redevelopment project area pursuant to Section 11-74.4-4 of the Act as described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Scrivener's Errors Corrected. Exhibit B includes corrections that eliminate subdivided tax code parcels 17-27-100-004 and 17-27-100-016 that resulted from scrivener's errors contained in the original legal description for the Plan and Project Area, as required by the Office of the Clerk for the County of Cook. These subdivided parcels have been eliminated from Exhibit B and, as such, are excluded from the Plan and Project Area.

SECTION 3. Invalidity of any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 4. Supercede and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict, and this ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

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

*Exhibit "A".**Legal Description For The Current T.I.F. Boundaries.*

That part of the southwest quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and part of the northwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

commencing at the intersection of the east line, extended north of South State Street and the center line of East 21st Street; thence south along said east line, extended north of South State Street to the northwest corner of Lot 20 in Block 28 in Gurley's Subdivision of Blocks 24 to 28 in Assessor's Division of the southwest fractional quarter of Section 22, aforesaid; (said northwest corner of Lot 20, being a point in the south line of said East 21st Street); thence east along said south line of East 21st Street to the northwest corner of Lot 1 in said Block 28 in Gurley's Subdivision aforesaid; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Gurley's Subdivision aforesaid to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and said north line extended east of the said south 25 feet of Lot 2 to the east line of South Wabash Avenue, (said east line of South Wabash Avenue being the west line of Block 27 in Gurley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and said north line extended east of said south 30 feet of Lot 19 to the center line of the 12 feet of the north and south public alley east of and adjoining said Lot 19; thence south along the center line of said 12 feet of the north and south alley to the center line, and said center line extended east of the east and west 25.8-foot alley; thence east along center line, and said center line extended east and west of said 25.8-foot alley to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line and said north line extended east of said Lot 6 to the east line of South Michigan Avenue, (said east line of South Michigan being the west line of Block 26 in Gurley's Subdivision aforesaid); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the said south 25 feet of Lot 12 to the center line of the 18-foot north and south alley; thence north along said center line of the 18-foot north and south alley to the north line, extended west of Lot 3 in said Block 26; thence east along the north line and said north line extended east and west of the said north line of Lot 3 to the east line of South Indiana Avenue, (said east line of Indiana Avenue being the west line of Block 25 in Gurley's Subdivision aforesaid); thence north along the east line of South Indiana Avenue to the north line of Lot 15 in said Block 25; thence east along the north line and said north line extended east of said Lot 15 to the east line of north and south 18-foot public alley; thence north along said east line to the north line of the south 24.9 feet of Lot 3 in said Block 25; thence east along said north line and said north line extended east to the east line of South Prairie Avenue

(said east line of South Prairie Avenue being the west line of Block 24 in Gurley's Subdivision aforesaid); thence north along the east line of South Prairie Avenue to the northwest corner of Lot 18 in said Block 24; thence east along the north line and said north line extended east of said Lot 18 and the north line and said north line extended east of Lot 1 in said Block 24 to the center line of South Calumet Avenue; thence south along said center line and said center line extended south of South Calumet Avenue to the north line of the northwest quarter of Section 27 aforesaid (said north line of the northwest quarter of Section 27, following within East 22nd Street, Cermak Road); thence east along the north line of the northwest quarter of Section 27 to the northeasterly line of Silverton Way; thence southeasterly along the said northeasterly line of Silverton Way to the extension east of the northerly line of the north half of Lot 4 in Assessors Division of Blocks 13 and 14 of Canal Trustees Subdivision of the west half of Section 27 aforesaid, thence west along the said extended east of the north line, and along the north line and said north line extended west of the north half of Lot 4 to the west line of South Calumet Avenue; thence north along said west line of South Calumet Avenue to the north line of a 15-foot east and west alley, said point being the southeast corner of Lot 1 in Assessors Division in Blocks 2, 12, and 15 (except the east half of the south 120 feet Block of 15) in said Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along said north line and said north line extended west of said 15-foot east and west alley to the west line of South Prairie Avenue; thence north along the said west line of South Prairie Avenue to the southeast corner of Lot 6 in Hole's Subdivision of Lots 1 and 2 in Block 3 in said Canal Trustees Subdivision; thence west along the south line of said south line extended west of said Lot 6 to the extension north of the west line of Lot 7 in Gould's Subdivision of Block 3 in said Canal Trustees Subdivision; thence south along the extension north and the west line of said Lot 7 to the northeasterly line of Cottage Grove Avenue; thence southeasterly along the said northeasterly line of Cottage Grove Avenue to the extension east of the south line of Lot 10 in the subdivision of Block 17 in said Canal Trustees Subdivision; thence west along the extension east of the south line and said south line extended west of said Lot 10 to the center line of South Indiana Avenue; thence north along the said center line of Indiana Avenue to the northeast corner of Lot 1 in the subdivision of Block 9 in said Canal Trustees Subdivision; thence west along the said north line of Lot 1 to the east line of a north and south 20-foot public alley east and adjoining Lots 2, 3, 4 and 5 in Assessors Division of the north third of Block 20 of fractional Section 15 Addition in Section 13, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision aforesaid and the west part of Block 4 of the west half of Section 27 aforesaid; thence west along the extension east and the south line of said Lot 5 to the east line of South Michigan Avenue; thence south along the east line of South Michigan Avenue to the extension east of the north line of Lot 1 in the subdivision of the east half of Block 19 in said Canal Trustees Subdivision; thence west along the extension east, the north line and said north line extended west of said Lot 1 in Block 19 to the center line of South Wabash Avenue; thence along the said center line of South Wabash Avenue to the extension east of the south line of the north 87 feet of Block 7 in said Canal Trustees Subdivision; thence west along the extension east and the south line of the said north 87 feet of Block 7 to the west line of the east 197.4 feet of said Block 7; thence south along the said west line of the east 197.4 feet of said Block 7 to the north line of Block 20 in said Canal Trustees Subdivision; thence west along the said north line of Block 20 to the east line of the

C.T.A. elevated railroad; thence south along said east line to a line 100 feet north and parallel with the north line of East 23rd Street; thence west along last described parallel line to the west line of the northwest quarter of said Section 27, (said west line following within South State Street); thence north along said west line of the northwest quarter of said Section 27 and along the west line of the southwest quarter of Section 22 aforesaid to the center line of East 21st Street; thence east along the said center line of East 21st Street to the place of beginning, all in the City of Chicago, Cook County, Illinois. Also, included within the above described perimeter is a tract of land consisting of:

Parcels:

Parcel 1:

The south 25 feet of Lot 2 and all of Lots 3 to 22, both inclusive, and including those parts of the east half of South State Street, the west half of South Wabash Avenue, the north half of East 22nd Street, and the public alleys adjoining and accruing to the aforesaid lots, all in Block 28 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2:

Lots 6 to 18, both inclusive, and the south 30 feet of Lot 19, and including those parts of the east half of South Wabash Avenue, the west half of South Michigan Avenue, the north half of East 22nd Street and the public alleys adjoining and accruing to the aforesaid lots, all in Block 27 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

Lots 3 to 11, both inclusive, and the south 25 feet of Lot 12 and including those parts of the east half of South Michigan, the west half of South Indiana, the north half of East 22nd Street and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 26 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 4:

Lots 3 to 15, both inclusive, and including those parts of the east half of South Indiana Avenue, the west half of South Prairie Avenue, the north half of 22nd Street, Cottage Grove Avenue and the north and south 18-foot public alley and accruing to the aforesaid lots, all in Block 25 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lots 1 to 18, both inclusive, and including those parts of the east half of South Prairie Avenue, the west half of South Calumet Avenue, the north half of 22nd Street and the north and south 18-foot vacated public alley adjoining and accruing to the aforesaid lots, all in Block 24 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division to the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Block 1 (excepting that part thereof lying northeasterly of the southwesterly line of Silverton Way and excepting that part thereof taken and used for street purposes), including the east half of South Calumet Avenue lying west and adjoining and all of Silverton Way easterly of and adjoining all in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

Lots 1, 2, 3 and north half of Lot 4 including the east half of South Calumet Avenue lying west and adjoining and all of Silverton Way easterly of and adjoining, all in the Assessor's Division of Blocks 13 and 14 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lots 1 to 11, both inclusive, including those parts of the west half of Calumet Avenue, the east half of South Prairie Avenue and 22nd Street adjoining and

accruing to the aforesaid lots, all in the Assessor's Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lots 3 to 7, both inclusive (excepting that part of Lots 3 and 7 taken and used for street purposes), including those parts of the west half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in Hale's Subdivision of Lots 1 and 2 in Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

The east 150 feet of that part of Gould's Subdivision of Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; lying west of the west line of Hale's Subdivision of Lots 1 and 2 in Block 3 aforesaid; lying north of the north line of the east and west public alley (excepting that part thereof taken and used for street purposes), including those parts of Cottage Grove Avenue and 22nd Street adjoining and accruing thereto.

Parcel 11:

Block 10 (excepting those parts thereof taken and used for street purposes), including those parts of Cottage Grove Avenue, 22nd Street and the east half of South Indiana Avenue, adjoining and accruing to aforesaid Block 10 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12:

Lots 10 and 11, including those parts of Cottage Grove Avenue and the east half of South Indiana Avenue, adjoining and accruing to aforesaid lots in subdivision of Block 17 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 13:

Lots 2, 3 and 4 (excepting that part of said Lot 2 taken and used for street purposes), including those parts of the east half of South Michigan Avenue, 22nd Street, north and south 20-foot alley adjoining and accruing to aforesaid lots in Assessor's Division of the west part of Block 4 of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision of the west half of Section 27 aforesaid and the north one-third of Block 20 of Fractional Section 15 Addition in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 14:

That part of 22nd Street lying north of and adjoining to the east part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 15:

Lots 1 to 18, both inclusive (excepting that part thereof taken and used for street purposes), including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue, 22nd Street, and public alley adjoining and accruing to the aforesaid lots, in the Assessor's Division of the north half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 16:

Lots 1 to 6, both inclusive, including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue and the public alley adjoining and accruing to the aforesaid lots in William L. Butterfield's Subdivision of the west half of the south half and the north 25.25 feet of the south half of the east half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 17:

The south half of the east half (excepting the north 25.25 feet thereof), of Block 5, including that part of the west half of South Michigan Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 18:

Block 8, including those parts of the west half of South Michigan Avenue and the east half of South Wabash Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 19:

Block 6 (excepting those parts taken and used for street purposes), including those parts of the west half of Wabash Avenue, 22nd Street and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 20:

Block 7 (except the south 112.83 feet of the east 197.4 feet, also excepting that part taken and used for street purposes), including those parts of the west half of South Wabash Avenue and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 21:

The west 185.75 feet (except the south 100 feet thereof and excepting that part taken and used for street purposes) of Block 20, including that part of State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

[Map associated with this Exhibit "A" printed on
page 12843 of this Journal.]

Exhibit "B".

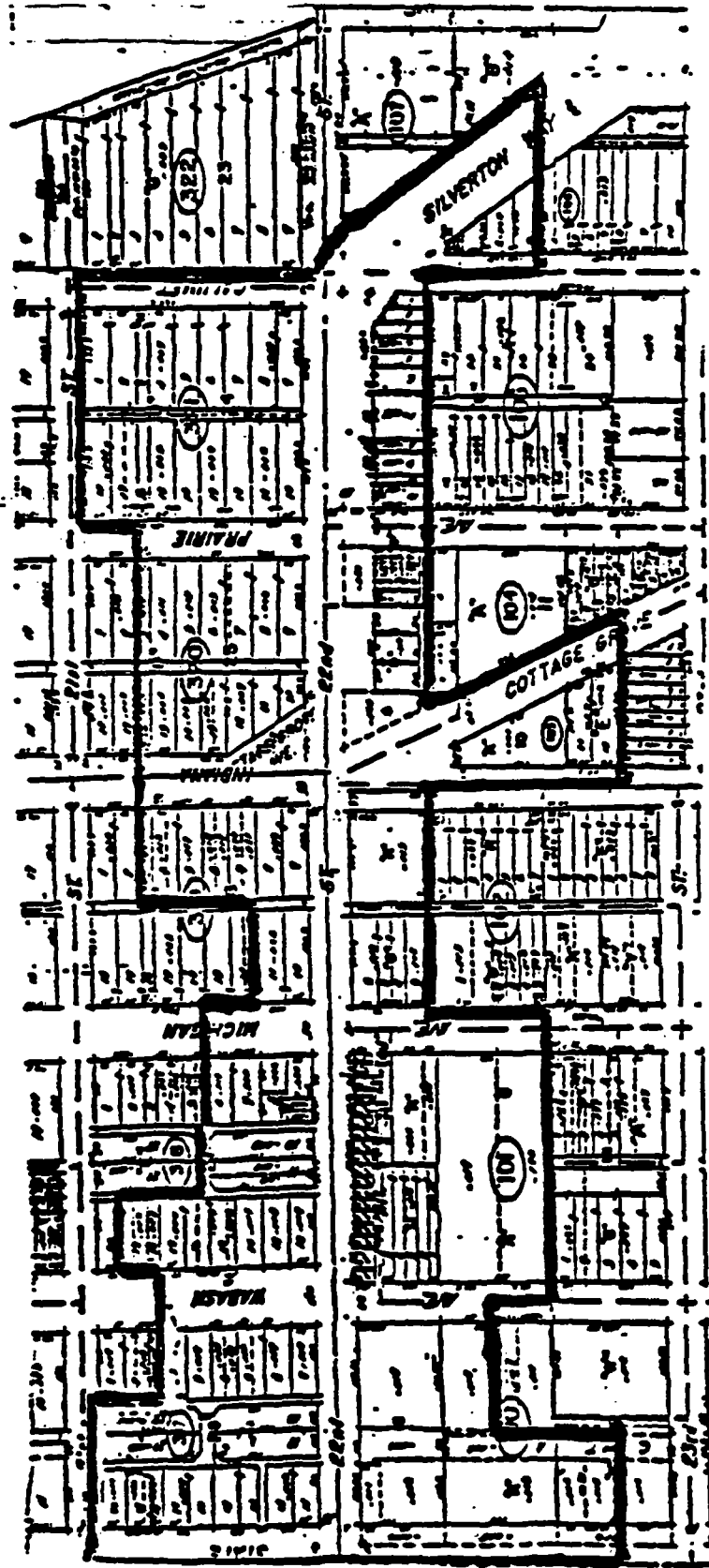
Legal Description For Proposed Amended T.I.F. Boundaries.

That part of the southwest quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian and part of the northwest quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

commencing at the intersection of the east line, extended north of South State Street and the center line of East 21st Street; thence south along said east line, extended north of South State Street to the northwest corner of Lot 20 in Block 28 in Gurley's Subdivision of Blocks 24 to 28 in Assessor's Division of the southwest fractional quarter of Section 22, aforesaid (said northwest corner of Lot 20, being a point in the south line of said East 21st Street); thence east along said south line of East 21st Street to the northwest corner of Lot 1 in said Block 28 in Gurley's Subdivision aforesaid; thence south along the west line of said Lot 1 and the west line of Lot 2 in said Block 28 in Gurley's Subdivision aforesaid to the northwest corner of the south 25 feet of said Lot 2; thence east along the north line and said north line extended east of the said south 25 feet of Lot 2 to the east line of South Wabash Avenue (said east line of South Wabash Avenue, being the west line of Block 27 in Gurley's Subdivision aforesaid); thence north along said east line of South Wabash Avenue to the north line of the south 30 feet of Lot 19 in said Block 27; thence east along the north line and said north line extended east of said south 30 feet of Lot 19 to the center line of 12 feet of the north and south public alley, east of and adjoining said Lot 19; thence south along the center line of said 12 feet of the north and south alley to the center line, and said center line extended east of the east and west 25.8-foot alley; thence east along center line, and said center line extended east and west of said 25.8-foot alley to the west line of Lot 5 in said Block 27; thence south along said west line of Lot 5 to the northwest corner of Lot 6 in said Block 27; thence east along the north line and said north line extended east of said Lot 6 to the east line of South Michigan Avenue (said east line of South Michigan Avenue being the west line of Block 26 in Gurley's Subdivision aforesaid); thence south along the east line of South Michigan Avenue to the north line of the south 25 feet of Lot 12 in said Block 26; thence east along the north line and said north line extended east of the said south 25 feet of Lot 12 to the center line of the 18-foot north and south alley; thence north along said center line of the 18-foot north and south alley to the north line extended west of Lot 3 in said Block 26; thence east along the north line and said north line extended east and west of the said north line

(Continued on page 12844)

EXHIBIT A CURRENT MICHIGAN-CERMAK TIP BOUNDARY MAP



(Continued from page 12842)

of Lot 3 to the east line of South Indiana Avenue (said east line of Indiana Avenue being the west line of Block 25 in Gurley's Subdivision aforesaid); thence north along the east line of South Indiana Avenue to the north line of Lot 15 in said Block 25; thence east along the north line and said north line extended east of said Lot 15 to the east line of north and south 18-foot public alley; thence north along said east line to the north line of the south 21.8 feet of Lot 3 in said Block 25; thence east along said north line and said north line extended east to the east line of South Prairie Avenue (said east line of South Prairie Avenue being the west line of Block 24 in Gurley's Subdivision aforesaid); thence south along the east line of South Prairie Avenue to an intersection with the northwest corner of the center line of East 22nd Street (East Cermak Road); thence east along said center line of East 22nd Street (the north line of the northeast quarter of Section 27) to an intersection with the center lines of South Calumet Avenue and Silverton Way; thence south along said center line of South Calumet Avenue to an intersection with the west line of South Calumet Avenue and the north line of a 15-foot east and west alley, said point being the southeast corner of Lot 1 in Assessor's Division of Blocks 2, 12, and 15 (except the east half of the south 120 feet of Block 15) in said Canal Trustees Subdivision of the west half of Section 27 aforesaid; thence west along said north line and said north line extended west of said 15-foot east and west alley to the west line of South Prairie Avenue; thence north along the said west line of South Prairie Avenue to the southeast corner of Lot 6 in Hole's Subdivision of Lots 1 and 2 in Block 3 in said Canal Trustees Subdivision; thence west along the south line and said south line extended west of said Lot 6 to the extension north of the west line of Lot 7 in Gould's Subdivision of Block 3 in said Canal Trustees Subdivision; thence south along the extension north and the west line of Lot 7 to the northeasterly line of Cottage Grove Avenue; thence southeasterly along the said northeasterly line of Cottage Grove Avenue to the extension east of the south line of Lot 10 in the subdivision of Block 17 in said Canal Trustees Subdivision; thence west along the extension east of the south line and said line extended west of said Lot 10 to the east line of South Indiana Avenue; thence north along the said east line of Indiana Avenue and the south line of Cermak Road as widened; thence west along said south line to the east line of a north and south 20-foot public alley east and adjoining Lots 2, 3, 4 and 5 in Assessor's Division of the north one-third of Block 20 of Fractional Section 15 additional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision aforesaid and the west part of Block 4 of the west half of Section 27 aforesaid; thence south along said east line to the north line of said Lot 5 extended east; thence west along the extension east and the north line of said Lot 5 to the east line of South Michigan Avenue; thence south along the east line of South Michigan Avenue to the extension east of the north line of Lot 1 in the subdivision of the east half of Block 19 in said Canal Trustees Subdivision; thence west along the extension east, the north line and said north line extended west of said Lot 1 in Block 19 to the center line of South Wabash Avenue; thence north along the said center line of South Wabash Avenue to the extension east of the south line of the north 87 feet of Block 7 in said Canal Trustees Subdivision; thence west along the extension east and the south line of the said north 87 feet of Block 7 to the west line of the east 197.4 feet of said Block 7; thence south along the said west line of the east 197.4 feet of said Block 7 to the north line of Block 20 in said Canal Trustees Subdivision; thence west along the

said north line of Block 20 to the west line of the C.T.A. elevated railroad; thence south along said west line to a line 100 feet north and parallel with the north line of East 23rd Street; thence west along last described parallel line to the east line of State Street as widened; thence north along said east line of State Street, as widened, to the place of beginning, all in the City of Chicago, Cook County, Illinois. Also, included within the above described perimeter is a tract of land consisting of:

Parcel 1:

The south 25 feet of Lot 2 and all of Lots 3 to 22, both inclusive, and including those parts of the east half of South State Street, the west half of South Wabash Avenue, the north half of East 22nd Street, and the public alleys adjoining and accruing to the aforesaid lots, all in Block 28 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2:

Lots 6 to 18, both inclusive, and the south 30 feet of Lot 19, and including those parts of the east half of South Wabash Avenue, the west half of South Michigan Avenue, the north half of East 22nd Street and the public alleys adjoining and accruing to the aforesaid lots, all in Block 27 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 3:

Lots 3 to 11, both inclusive, and the south 25 feet of Lot 12 and including those parts of the east half of South Michigan, the west half of South Indiana Avenue, the north half of East 22nd Street and the north and south 18-foot public alley adjoining and accruing to the aforesaid lots, all in Block 26 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 4:

Lots 3 to 15, both inclusive, and including those parts of the east half of South Indiana Avenue, the west half of South Prairie Avenue, the north half of 22nd Street, Cottage Grove Avenue and the north and south 18-foot public alley and

accruing to the aforesaid lots, all in Block 25 of Gurley's Subdivision of Blocks 24 to 28 of Assessor's Division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of Third Principal Meridian in Cook County, Illinois.

Parcel 6:

Block 1 (excepting that part thereof lying northeasterly of the southwesterly line of Silverton Way and excepting that part thereof taken and used for street purposes), including the east half of South Calumet Avenue lying west and adjoining, and all of Silverton Way easterly of and adjoining, all in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 8:

Lots 1 to 11, both inclusive, including those parts of the west half of Calumet Avenue, the east half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in the Assessor's Division of Blocks 2, 12 and 15 (except the east half of the south 120 feet of Block 15) in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lots 3 to 7, both inclusive (excepting that part of Lots 3 and 7 taken and used for street purposes), including those parts of the west half of South Prairie Avenue and 22nd Street adjoining and accruing to the aforesaid lots, all in Hale's Subdivision of Lots 1 and 2 in Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

The east 150 feet of that part of Gould's Subdivision of Block 3 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois, lying west of the west line of Hale's Subdivision of Lots 1 and 2 in Block 3 aforesaid, lying north of the north line of the east and west public alley (excepting that part thereof taken and used for street purposes), including those parts of Cottage Grove Avenue and 22nd Street adjoining and accruing thereto.

Parcel 11:

Block 10 (excepting those parts thereof taken and used for street purposes), including those parts of Cottage Grove Avenue, 22nd Street and the east half of South Indiana Avenue, adjoining and accruing to aforesaid Block 10, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 12:

Lots 10 and 11, including those parts of Cottage Grove Avenue and the east half of South Indiana Avenue, adjoining and accruing to aforesaid lots, in subdivision of Block 17 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 13:

Lots 2, 3 and 4 (excepting that part of said Lot 2 taken and used for street purposes), including those parts of the east half of South Michigan Avenue, 22nd Street, north and south 20-foot alley adjoining and accruing to aforesaid lots, in Assessor's Division of the west part of Block 4 of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian and the north 185 feet of Block 40 in Canal Trustees Subdivision of the west half of Section 27 additional Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 14:

That part of 22nd Street lying north of and adjoining to the east part of Block 4 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 15:

Lots 1 to 18, both inclusive (excepting that part thereof taken and used for street purposes), including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue, 22nd Street, and public alley adjoining and accruing to the aforesaid lots, in Assessor's Division of the north half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 16:

Lots 1 to 6, both inclusive, including those parts of the west half of South Michigan Avenue, the east half of South Wabash Avenue and the public alley adjoining and accruing to the aforesaid lots, in William L. Butterfield's Subdivision of the west half of the south half and the north 25.25 feet of the south half of the east half of Block 5 in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 17:

The south half of the east half (excepting the north 25.25 feet thereof), of Block 5, including that part of the west half of South Michigan Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 18:

Block 8, including those parts of the west half of South Michigan Avenue and the east half of South Wabash Avenue adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 19:

Block 6 (excepting those parts taken and used for street purposes), including those parts of the west half of Wabash Avenue, 22nd Street and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 20:

Block 7 (except the south 112.83 feet of the east 197.4 feet, also excepting that part taken and used for street purposes), including those parts of the west half of South Wabash Avenue and State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 21:

The west 111.75 feet (except the south 100 feet thereof of that part lying east of the east line of State Street as widened), of Block 20, including that part of State Street adjoining and accruing thereto, in Canal Trustees Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

[Map associated with this Exhibit "B" printed on
page 12850 of this Journal.]

SUBMISSION OF APPLICATION TO UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT FOR 1990
EMERGENCY SHELTER GRANT FUNDS.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the application to apply for 1990 Department of Housing and Urban Development Emergency Shelter Grant funds, in the amount of \$2,054,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

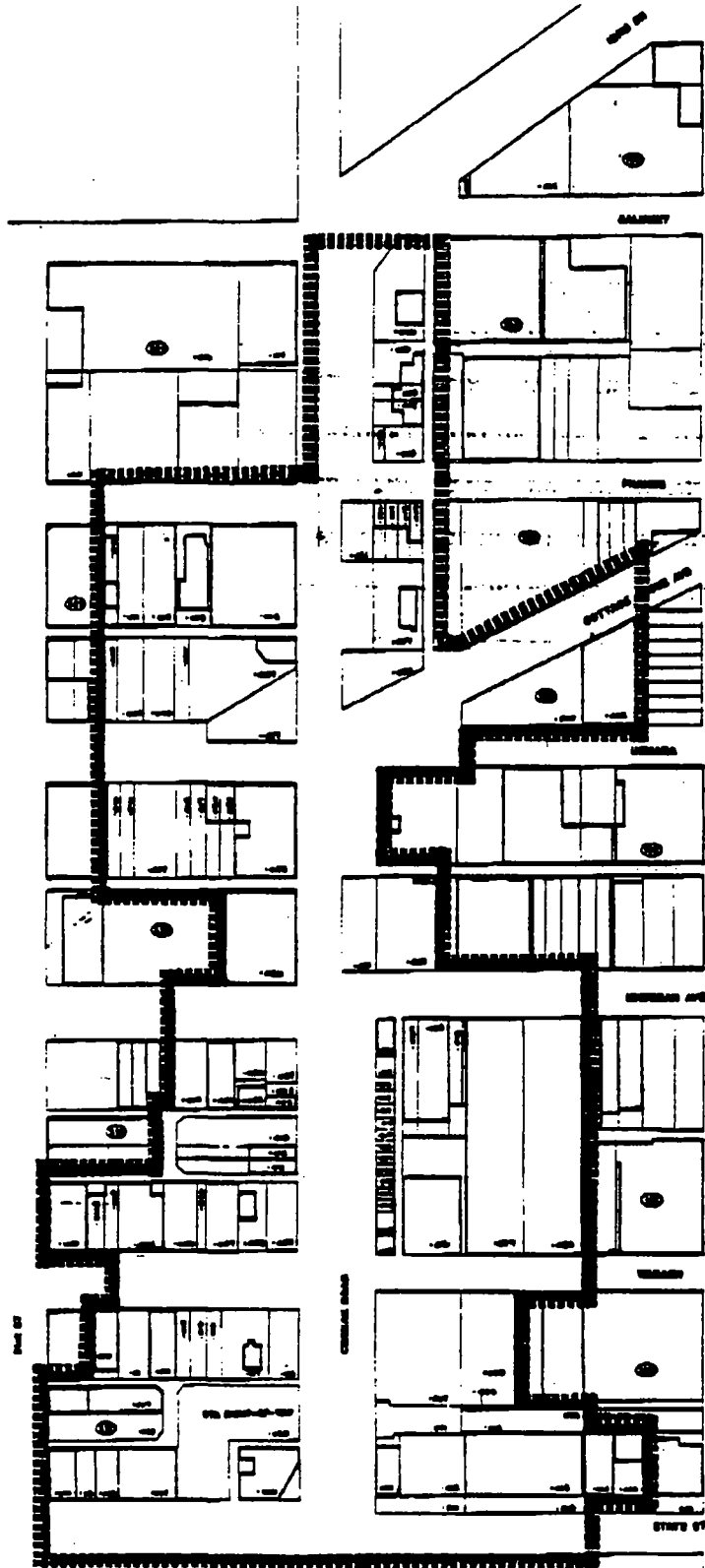
This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 12851)

EXHIBIT B
PROPOSED AMENDED MICHIGAN/CERMAK TIF
BOUNDARY MAP



CER
 CERMAK &
 MICHAEL ARE TIF
 CHICAGO, IL
 1989

TIF/RPA BOUNDARIES MAP

CAPA
 CHICAGO AREA
 PLANNING ASSOCIATION

(Continued from page 12849)

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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There are currently an estimated twelve thousand to twenty-five thousand homeless individuals in the City of Chicago, a segment of which population takes shelter in interim housing managed by various not-for-profit organizations funded, in part, by the City of Chicago; and

WHEREAS, The Congress of the United States has enacted the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (PL 100-628) approved November 7, 1988, making appropriations under Subtitle B, the Emergency Shelter Grants Program, designed to help improve the quality of existing emergency shelters for the homeless, to help make available additional emergency shelters, and to help meet the costs of operating emergency shelters and of providing certain essential social services to homeless individuals, so that these persons have access not only to safe and sanitary shelter, but also to the supportive services and other kinds of assistance they need to improve their situations; and

WHEREAS, It would be in the public interest of the citizens of the City of Chicago to obtain funds made available pursuant to the above-referenced programs; now, therefore,

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

SECTION 1. That the Mayor of the City of Chicago is authorized to sign and submit an application for funds in an amount not to exceed Two Million Fifty-four Thousand and no/100 Dollars (\$2,054,000) under the Emergency Shelter Grants Program (the "Program") in accordance with those rules and regulations set forth by the United States Department of Housing and Urban Development and contained in the Code of Federal Regulations, Title 24 Part 576.

SECTION 2. That the Commissioner of the Department of Human Services is authorized to act in connection with such application, to give such assurances and certifications as are necessary in connection therewith, and to provide such additional information as is required.

SECTION 3. That any and all such funds as may be awarded as a result of such application shall be expended, together with such matching funds as required of the City, for the objects and purposes as set forth in the Comprehensive Homeless Assistance Plan.

SECTION 4. That the Commissioner is authorized, subject to the approval of the Comptroller and the Corporation Counsel as to form and legality, to enter into and execute agreements on behalf of the City of Chicago with those organizations and/or City Departments who will be identified as eligible to receive Emergency Shelter Grant funds.

SECTION 5. That the amounts set forth herein shall be regarded as maximum amounts to be expended and, if the funds awarded the Program should be less than the Two Million Fifty-four Thousand and no/100 Dollars requested, that the amounts to be expended shall be reduced proportionately.

SECTION 6. This ordinance shall be effective on and from the date of passage.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO SETTLEMENT AGREEMENT REGARDING
RIVER/CISNEROS V. CITY OF CHICAGO.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 a settlement agreement in the following matter: *River/Cisneros v. City of Chicago*, 83 L 3815, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

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: *River/Cisneros v. City of Chicago*, 83 L 3815.

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

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 a settlement agreement in the following matter: *Murges v. City of Chicago*, 86 L 25328, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

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: *Murges v. City of Chicago*, 86 L 25328.

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

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 a settlement agreement in the following matter: *Sirico v. City of Chicago*, 83 L 26186, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

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: *Sirico v. City of Chicago*, 83 L 26186.

EXECUTION OF AGREEMENT WITH MERCHANDISE MART PROPERTIES,
INCORPORATED FOR RECONSTRUCTION OF NORTH ORLEANS
STREET VIADUCT STRUCTURE AND CERTAIN
IMPROVEMENTS IN LOWER LEVEL
ORLEANS STREET.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with Merchandise Mart Properties, Incorporated, for reconstruction of the North Orleans Street viaduct structure and for certain improvements in lower level Orleans Street to accommodate Mart facilities, in the amount of \$355,000, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 11:31 A.M.

The following is said ordinance as passed:

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, and the approval of the Commissioner of Public Works and the City Comptroller, the Mayor is authorized to execute and the City Clerk is authorized to attest to an agreement between the City of Chicago and the Merchandise Mart Properties, Incorporated, for certain improvements in the lower level of North Orleans Street, said agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The City Clerk shall transmit two certified copies of this ordinance to the Illinois Department of Transportation, Division of Highways, through the District Engineer of District No. 1 of the Division of Highways.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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

Exhibit "A".

Agreement.

This Agreement made and entered into this 22nd day of February, 1990, by and between Merchandise Mart Properties, Inc., hereinafter known as "Owner", an Illinois corporation, and the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City".

Witnesseth:

Whereas, There now exists a viaduct in North Orleans Street, extending from the north abutment of the Franklin-Orleans Bridge to Hubbard Street; and

Whereas, In the interest of public safety the City desires to replace the existing viaduct with a new structure of modern design and construction to handle the present demands of vehicular traffic; and

Whereas, Owner desires certain improvements in lower level Orleans Street to accommodate their facilities; and

Whereas, City desires to use certain property of Owner to facilitate the construction of the subject improvement;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter set forth the parties hereto agree as follows:

Owner hereby grants to City and its agents, subject to the conditions hereinafter contained, permission, during the period of construction as set forth in the specifications, to temporarily use the areas set forth on (Sub)Exhibit A attached hereto and made a part hereof, for all purposes relative to the construction of the subject viaduct. Owner recognizes its right of appraisal at full compensation for the temporary agreements set forth on such (Sub)Exhibit A but is willing to waive and hereby donates such temporary agreements for the purposes set forth herein.

Owner grants to the City permission and authority to enter upon and use the property of Owner to the extent reasonably required for inspection, maintenance, repair and replacement of the Franklin/Orleans Street Viaduct; provided that (1) the City shall give Owner reasonable prior written notice of any such entry upon and use of Owner's property except for routine or normal inspection purposes and except in the case of an emergency, in which case the City shall notify Owner thereof as soon as practicable; and (2) such entry and use shall not interfere with the operations of Owner's property and shall be subject to such reasonable conditions as may be required by Owner in order to protect its property and operations thereon. The safety and continuity of operations of Owner's adjoining property, including access to and use of the truck dock, shall at all times be protected and safeguarded.

The City agrees to furnish or cause to be furnished, all the labor, materials and work equipment required to improve Lower Level Orleans Street including the entire area under the viaduct, from the south line of West Kinzie Street to the north face of the Orleans Street bridge abutment with an increased vertical clearance and a reinforced Portland cement concrete pavement, with sewers, manholes, catch basins and a complete underdeck lighting system as set forth in the plans and specifications prepared by Alfred Benesch & Company as Job No. 2610 for the subject project.

No changes shall be made on any approved plans, specifications or special provisions relating to the project, as it affects Owner's property, operations or access, without Owner's consent.

Owner agrees to pay to the City 58% of the cost of the aforesaid Lower Orleans Street Improvement, which share is estimated to be \$280,000.00; and City will pay the remaining 42%, which is estimated to be \$200,000.00.

Owner agrees to advance to Chicago and Northwestern Transportation Company ("Railroad") all of the estimated \$50,000.00 cost of a new rubberized grade crossing and related railroad improvements in Lower Level Orleans Street. City will reimburse Owner for one-half (1/2) of such costs. For other incidental Railroad costs for this work as set forth in Section 6.2 of that certain agreement dated February 22, 1990 between City, Owner and Railroad, Owner and City agree to each pay 50% of such costs.

Owner agrees to pay the total cost, estimated at \$50,000.00 for the reconstruction of the 20-foot span on the East Kinzie Ramp which is a bridge span on the north side of The Merchandise Mart adjacent to Orleans Street.

Owner agrees to pay the total cost for supplying electrical power to, and the operation and maintenance of, the entire underdeck lighting system for Lower Orleans Street between the south line of West Kinzie Street and the north face of the abutment for the bridge which carries Orleans Street over the Chicago River.

The City shall require its contractor, upon the completion of the work of such contractor, to remove from within the limits of Owner's property all machinery, equipment, surplus materials, false work, rubbish of such contractor and to leave the areas upon which the said contractors carried on operations in a neat condition. All work shall be performed lien free.

The City shall require its contractors to indemnify and save harmless the Owner from and against any and all liability, damages, costs and expense for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole or in part out of or in connection with the performance of any of the work on the reconstruction of said viaduct structure or the Lower Level Orleans Street Improvements. The City shall cause its contractors to include as additional named insureds under the contractors' liability insurance policies the parties set forth on (Sub)Exhibit B attached hereto and made a part hereof.

It is agreed between the parties hereto that all of the costs set forth herein are estimated costs and all final payments will be based upon the actual costs.

Owner agrees to deposit their estimated share of the cost of the improvements, approximately \$355,000.00 (less any advancements made by Owner on behalf of the City to Railroad), with the City prior to the City's advertising for bids on this project, unless such deposit requirement is waived by the City. When final costs have been realized the City will determine the actual amounts to be paid by each party.

The parties acknowledge that Owner will be performing substantial repair, construction, and reconstruction work on its property, including but not limited to, the reconstruction of River Drive on the south side of The Merchandise Mart and the private roadway and loading dock on the lower level on the south side of The Merchandise Mart, in part during the same time period that the City is constructing the Franklin/Orleans Street Viaduct as described herein. The City and Owner agree to cooperate in all reasonable ways in connection with their respective construction projects and to coordinate their construction activities to the extent practicable so as not to interfere with the progress of the work undertaken by either party. The City further agrees that the construction of the Franklin/Orleans Street Viaduct will be performed in such way so as not to unduly or unreasonably interfere with the operations of Owner's adjoining property, including, but not limited to, access to the property and the use of the private roadway and loading dock on the lower level referred to above. The City and Owner also agree to cause their respective contractors to cooperate and coordinate activities in accordance with the foregoing.

In Witness Whereof, The parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized as of the date first above written.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit "A" attached to this Agreement omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

(Sub)Exhibit "B" attached to this Agreement reads as follows:

(Sub)Exhibit "B".

Additional Named Insureds.

Merchandise Mart Owners, Limited, an Illinois limited partnership; Apparel Centers Owners, Limited, an Illinois limited partnership; Mart Holdings Group, an Illinois general partnership; LaSalle National Bank, as Trustee under Trust Number 104000; LaSalle National Bank, as Trustee under Trust Number 36223; Joseph P. Kennedy Enterprises, Incorporated (Illinois); Merchandise Mart Properties, Incorporated; and their respective partners, directors, officers, agents, employees, beneficiaries, successors and assigns, all as their interests may from time to time appear.

EXECUTION OF AGREEMENT WITH MERCHANDISE MART PROPERTIES,
INCORPORATED AND CHICAGO AND NORTHWESTERN
TRANSPORTATION COMPANY FOR RECONSTRUCTION
OF NORTH ORLEANS STREET VIADUCT,
BETWEEN WEST HUBBARD STREET
AND CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement with Merchandise Mart Properties, Incorporated, and Chicago and Northwestern Transportation Company for reconstruction of the North Orleans Street viaduct structure, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 11:31 A.M.

The following is said ordinance as passed:

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, and the approval of the Commissioner of Public Works and the City Comptroller, the Mayor is authorized to execute and the City Clerk is authorized to attest to an agreement between the City of Chicago, Merchandise Mart Properties, Incorporated, and Chicago and Northwestern Transportation Company for reconstruction of the North Orleans Street viaduct structure, said agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The City Clerk shall transmit two certified copies of this ordinance to the Illinois Department of Transportation, Division of Highways, through the District Engineer of District No. 1 of the Division of Highways.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

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

Exhibit "A".

Agreement.

This Agreement, made and entered into as of this 22nd day of February, 1990, by and between the City of Chicago, a municipal corporation, hereinafter known as "City", Merchandise Mart Properties, Incorporated, a corporation authorized to do business in the State of Illinois, hereinafter known as "Mart", and Chicago and Northwestern Transportation Company, a corporation authorized to do business in the State of Illinois, hereinafter known as "Railroad".

Witnesseth:

Whereas, The City is reconstructing the Orleans Street Viaduct Structure, between West Hubbard Street and the Chicago River, hereinafter known as the "viaduct structure"; and

Whereas, The existing viaduct structure extends over the tracks owned and operated by Railroad and adjoins property owned by the Mart and being purchased by the Mart from the Railroad subject to retained operating easements in favor of the Railroad; and

Whereas, The said viaduct structure was originally constructed and maintained by the City in accordance with the ordinance adopted by the City Council of the City of Chicago on March 15, 1916, and recorded as Document No. 5871307; and

Whereas, In the interest of public safety and convenience, the City proposes to reconstruct the said viaduct structure, substantially as shown on the contract plans and described in the specifications prepared by the City;

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

Section 1.

The Railroad and Mart agree to the extent of their right, title and interest to permit, and to cooperate in, the removal, reconstruction and maintenance of the viaduct structure over and across the tracks and right-of-way of the Railroad without compensation other than the performance of this contract by the City.

The Railroad, and limited to its purchase rights, the Mart, do hereby grant temporary authority to the City, at no cost, to store materials and equipment to be used in connection with the work on property presently owned by the Railroad at such locations and at such

times as shall be designated solely by the representatives of the Railroad, provided that no such storage shall interfere with the operations of the Railroad. The Railroad, and limited to its purchase rights, the Mart, also grants the City at no cost, temporary authority, at the track level of the property presently owned by the Railroad, for the purpose of performing the work hereunder, obtaining ingress and egress from the work site, and all necessary maintenance in such manner as shall not unduly interfere with the operations of the Railroad or the Mart, all in the manner set forth in the City's plans and specifications for the work.

Section 2.

The City shall secure or cause to be secured, without expense to the Railroad, all other rights or property required for or incident to the reconstruction of the viaduct structure and the approaches thereto, excepting that provided for in Section 1 above.

Section 3.

The preliminary and detailed plans, specifications and special provisions for the demolition and reconstruction of the viaduct structure and all highway appurtenances, shall be prepared by or for the City and all such plans, specifications and special provisions shall be subject to the sole approval by an authorized representative of the Railroad to the extent they affect any property presently owned by the Railroad or any of Railroad's operations. Certain preliminary plans have been furnished to the Railroad, and detailed plans, specifications and special provisions will be furnished for Railroad review and approval.

Section 4.

The plans and estimates of cost of all items set forth hereinafter in Section 6.2 shall be prepared by the Railroad at City and Mart expense and all such plans and estimates shall be subject to approval by an authorized representative of the City and the Mart.

Section 5.

No changes shall be made on any approved plans, specifications or special provisions, as it affects the other's property or Railroad operations, by any of the parties hereto without the consent in writing of the other parties.

Section 6.

The parties shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions and in the timing and manner set forth therein, the following items of work:

1. Work by the City. The City shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete the following:

(a) The preliminary engineering and special provisions as set forth in Section 3 above, which have been previously delivered to the Railroad.

(b) The removal and reconstruction of existing viaduct structure.

(c) The construction engineering incidental to the work performed hereunder by the City.

(d) Incidental work necessary to complete the items hereinabove specified.

The City's work shall be awarded to a competent and experienced contractor who has adequate equipment, organization and finances, and the Railroad shall be notified of the contractor receiving such award for all work affecting the Railroad's interest.

2. Work by the Railroad. The Railroad shall furnish or cause to be furnished, at its sole reimbursable cost which is to be divided between the City and the Mart, per separate agreement, all the labor, materials, and work equipment required to perform and complete the following:

(a) A rubberized driveway crossing, at grade, over the active rail line, as shown and described on the plans and specifications.

(b) All temporary and permanent alteration for relocation of railroad appurtenances.

(c) Incidental work necessary to complete the items hereinabove specified.

(d) Furnish flagmen, when required for the safe movement of trains through the construction area, for the duration of the project.

(e) Railroad has furnished an estimate of \$50,000 for installation of the rubberized crossing. It is expressly acknowledged that such figure is an estimate, and the actual costs may be higher or lower. Such estimate does not include track relocation, flagging during the course of demolition and reconstruction of the viaduct structure,

and any work to be performed by Mart pursuant to the Deed-Apparel Center and Deed-Merchandise Mart dated March 1, 1990 (hereinafter "Deeds").

(f) Mart shall, as a condition precedent to the execution of this Agreement by Railroad, advance to the Railroad the \$50,000 for installation of the rubberized crossing. Mart shall also advance to the Railroad the Railroad's estimate of the cost and expense of all other Railroad work to be performed hereunder, as those estimates are prepared. If the actual cost of Railroad's work is less than the amount of such advances, then Railroad agrees to promptly refund to Mart the excess, and if the amount advanced is less than Railroad's actual cost, then the City and Mart agree to promptly pay to Railroad the deficiency. Mart agrees to assume, pay for and/or reimburse Railroad for any and all such costs and expenses which the City fails to pay.

The Railroad shall give the City's Bureau of Construction one week notice before starting its work.

Section 7.

All work shall be performed in compliance with the Federal Aid Highway Program Manual, the Civil Rights Act of 1964, the Illinois Fair Employment Practices Act, the "Standard Provisions for Highway/Railroad Agreements" in effect on the date of invitation for bids, and the requirements of any public authority having jurisdiction over the work.

Section 8.

During construction, the minimum vertical underclearance above top of rail in the construction area will be not less than 16 feet-0 inches. Formwork or other obstructions will not infringe on this underclearance during construction. The final vertical underclearance will be not less than 16 feet-6 inches. If the proposed reconstruction of the viaduct structure would result in a horizontal clearance which is not in compliance with Illinois Commerce Commission regulations, and Railroad is agreeable to said horizontal clearance, the City and Railroad agree to file a joint petition with the Illinois Commerce Commission seeking a variance from the applicable regulatory clearance.

Section 9.

The Railroad shall commence this work when requested by the City and shall give the City's Bureau of Construction twenty-four (24) hours notice before starting their work. The Railroad's work shall be completed at the timing and staging set forth in the plans and specifications if said timing and staging has been approved by Railroad. All drawings submitted to the Railroad during construction will be reviewed by the Railroad and returned to the City within two weeks.

Section 10.

The City shall require its contractor to perform the work in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction", in effect on the date of invitation for bids.

Section 11.

The Railroad shall furnish flagmen and other suitable personnel to the City's contractors for flagging protection, as required, during the viaduct project while any work is being performed on or over property of the Railroad. The Railroad shall have control and direction of said personnel during the progress of the work, but the City shall require its contractors to assume the entire risk and responsibility for said flagmen or other personnel. The City and Mart shall reimburse the Railroad for the cost of said flagmen or other personnel.

Section 12.

The City shall require its contractors to indemnify and save harmless the Railroad from and against any and all liability, damages, costs and expense for loss or damage to any property whatsoever and injury to or death of any persons whatsoever, arising or growing, in whole or in part out of or in connection with the performance of any of the work on the reconstruction of said viaduct structure.

Section 13.

The City further agrees to provide or require its contractor or contractors to provide the Railroad with Railroad Protective Liability and Property Damage Liability Insurance providing the following coverage:

Bodily Injuries, Death and Property Damage of a combined amount of \$2,000,000.00 per occurrence with an aggregate of \$6,000,000.00.

A copy of the policy or a certificate of insurance evidencing such coverage shall be furnished the Railroad before work is commenced. Such insurance shall remain in full force and effect during the period of construction and until completion and acceptance of the work on the viaduct structure and thereafter, as respects occurrences and losses which are caused or occur within the period aforementioned.

Section 14.

The Railroad and/or Mart shall not attach any utilities, equipment or appurtenances to the new viaduct structure without obtaining a permit from the City.

Section 15.

The Railroad agrees to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and reasonable attorney's fees, and expenses incidental thereto, arising out of the work to be performed hereunder by the Railroad, and caused by the sole negligence of the Railroad, or any contractor for the Railroad, or their respective officers, agents or employees. To the extent that the Mart is obligated to indemnify the Railroad and hold it harmless pursuant to the Deeds, the terms of the Deeds shall govern and the Mart shall indemnify Railroad for any loss or expense suffered pursuant to this Section 15.

The City agrees to indemnify the Railroad against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from any court costs and reasonable attorney's fees, and expenses incidental thereto, arising out of or in connection with the placement of the new viaduct structure or any portion thereof or any other temporary or permanent structure which adversely alters the clearance from Railroad's tracks and facilities from pre-existing clearances and which still is not in conformance with the current Illinois Commerce Commission regulations with respect to clearances. Such indemnification and hold harmless shall apply regardless of any current or future approval of modified or reduced clearances by the Illinois Commerce Commission or by the Railroad.

Section 16.

The City shall require its contractor (or contractors), before entering upon the Railroad's right-of-way for performance of any construction work, or work preparatory thereto, to confer with the Railroad relative to the requirements for railroad clearance, operations, and general safety regulations.

Section 17.

The safety and continuity of operation of the traffic of the Railroad shall be at all times protected and safeguarded, and all work that may affect the property, tracks or operations of the Railroad shall be performed at such times and in such manner as shall be mutually agreed on by the City and the Railroad or their authorized representatives, and shall be performed in a manner to minimize interference with operations of the Railroad. The

approval of the Railroad's authorized representative shall not be considered as a release from responsibility, or liability for any damage which the Railroad may suffer, or for which they may be held liable by the acts of the contractor, or those of his subcontractor, or his or their employees. The Railroad agrees that it will not unduly delay the City, its contractors or subcontractors from performing said work. The City will not permit any materials or equipment to be stored closer than eight feet (8') from the center line of any track and City shall require this limitation from its contractors. The City shall not permit debris, dirt and ice resulting from construction work to foul Railroad's tracks and shall immediately remove any such debris, dirt and ice so that the tracks remain clear for Railroad's operations; the City shall require its contractor to comply with this provision.

Section 18.

The City shall require its contractor (or contractors) upon the completion of the work of such contractor (or contractors), to remove from within the limits of the Railroad right-of-way all machinery, equipment, surplus materials, false work, rubbish or temporary building of such contractor (or contractors) and to leave the right-of-way upon which the said contractors carried on operations in a neat condition, satisfactory to the authorized representative of the Railroad.

Section 19.

When the reconstruction project is completed, the City shall own and maintain at its expense, or by agreement with others provide for the maintenance of, the vehicular overpass structure only, the approaches, drainage structures, and all highway facilities and shall be responsible for any future reconstruction thereof. In the event of railway derailments, accidents or collisions growing out of the sole negligence of the Railroad, and resulting in damage to the viaduct structure, the City shall make the repairs necessary to restore the said structure substantially to its former condition and the Railroad agrees to reimburse the City for the total cost of such repairs. To the extent that the City is not liable hereunder and the Mart is obligated to indemnify the Railroad and hold it harmless pursuant to the Deeds, the terms of the Deeds shall govern and the Mart shall indemnify Railroad for any loss or expense suffered pursuant to this Section 19. The Railroad and Mart further agree not to erect, nor grant permission to others to erect any advertising signs within the limits of the highway's right-of-way lines extended across the Railroad right-of-way.

Section 20.

In order to fulfill its maintenance obligation, the City shall have reasonable access to the structure whenever necessary, for the performance of inspections, repairs and maintenance. The Railroad shall be notified whenever such activities affect its operations.

All repair or maintenance work shall be performed in accordance with the applicable Standard Specifications of the State of Illinois in effect on the date the work is performed.

No temporary staging, forms or cribbing shall encroach within minimum clearances less than the controlling clearance with respect to said viaduct structure in existence prior to performance of such maintenance unless written approval is obtained from the Railroad.

Section 21.

The Mart shall advance to the Railroad the Railroad's estimate of the cost and expense of all work to be performed by the Railroad hereunder, as those estimates are prepared. If the actual cost of Railroad's work is less than the amount of such advance, then Railroad agrees to promptly refund to Mart the excess, and if the amount advanced is less than its actual cost, then the City and Mart agree to promptly pay to Railroad the deficiency.

The Railroad shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work for which it is to be reimbursed. The City and the Mart have the right to have their representatives audit such accounts upon notice to Railroad during business hours.

The Railroad upon completion of its work, shall render to the City and Mart a detailed statement (in sets of 4) of the actual cost and expenses as incurred by it or for its account. After the City's and Mart's representatives have checked the final statement, the City and Mart shall promptly reimburse the Railroad for any deficiency in the previously advanced payment.

Section 22.

It is understood that the project herein contemplated shall be subject to all appropriate federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general. The City will reimburse the Railroad as hereinbefore provided, for only such items or work and expense and in such amount and forms as are proper and are eligible for reimbursement pursuant to the Federal Aid Highway Program Manual and the Mart shall reimburse Railroad for balance not paid by City to Railroad.

Section 23.

This Agreement shall become effective only after its approval by the Illinois Department of Transportation and, to the extent legally required, after approval by the Illinois Commerce Commission.

Section 24.

This Agreement shall be binding upon the parties hereto, their successors or assigns.

Section 25.

The Railroad shall comply with all provisions of Chapter 26.2 of the Municipal Code of Chicago ("Governmental Ethics") including, but not limited to, Section 26.2-12 of such Chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with this contract by or on behalf of a subcontractor to the Railroad or higher tier, subcontractor or any person associated therewith as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or proposed in violation of any of the provisions of this Chapter shall be voidable as to the City.

The Railroad warrants and represents that it is not barred from contracting with the City because of bid-rigging or bid rotating as defined by and pursuant to the Illinois Criminal Code, Ill. Rev. Stat. Ch. 38, §§33E-3, 33E-4.

Section 26.

Notwithstanding anything in this Agreement to the contrary, and subject to the audit right provided herein, the Mart agrees to assume, pay for and/or reimburse the Railroad for any and all such project costs and expenses which the City fails or refuses to pay.

Section 27.

As between the Railroad and Mart, to the extent that any term of this Agreement is in conflict with or is otherwise inconsistent with the terms of the Deeds, the terms of the Deeds shall govern and be controlling.

Section 28.

As between the City and Mart, to the extent that any term of this Agreement is in conflict with or is otherwise inconsistent with the terms of the Agreement between the City and Mart ("Owner"), dated February 22, 1990, the terms of the City-Mart Agreement shall govern and be controlling.

In Witness Whereof, The parties have caused these presents to be executed by their proper officers thereunto duly authorized, as of the date first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF AMENDMENT TO CITY/STATE PROJECT
AGREEMENT FOR RECONSTRUCTION OF NORTH
ORLEANS STREET VIADUCT BETWEEN
WEST HUBBARD STREET AND
CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 reconstruction of the Orleans Street viaduct between Hubbard Street and the Chicago River, in an amount of \$11,040,000, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 11:31 A.M.

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the reconstruction of the Orleans Street Viaduct between Hubbard Street and the Chicago River described therein, said amendment to be substantially in the following form:

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

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

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

Amendment Number One To A City/State Project Agreement

Providing For The Reconstruction Of The

North Orleans Street Viaduct (F.A.U. 2889)

Between West Hubbard Street And The Chicago River

In The City Of Chicago, Cook County, Illinois.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Whereas, On May 25, 1988, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 13569 through 13574); and

Whereas, The "City" and the "State" have subsequently entered into the aforementioned Agreement; and

Whereas, The "City" and the "State" are desirous of updating the aforementioned Agreement to incorporate sources of State and private funds for use in the construction of the "Project"; and

Whereas, The "City" and the "State" are also desirous of updating and revising the estimates of cost, increasing the upper limit of State financial participation in the "Project", and extending the expiration date of the aforementioned Agreement; and

Whereas, The "City" and the "State" are also desirous of updating the aforementioned Agreement to include an expanded scope of work for the "Project"; and

Whereas, The "City" and the "State" are also desirous of revising the aforementioned Agreement to include specific certification language regarding debarment, suspension and other responsibilities related to the "Project".

Now, Therefore, Be It Agreed, That eighth, ninth and tenth "Whereas" clauses are hereby added to the aforementioned Agreement as follows:

"Whereas, The "City" shall enter into a separate Agreement with the Chicago and North Western Transportation Company, for project-related improvements to the Company's property."

"Whereas, The "City" shall enter into a separate Agreement with Merchandise Mart Properties, Incorporated, for project-related improvements to the Corporation's property."

"Whereas, On June 30, 1989, the "State" and the "City" entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of the State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement."

Now, Therefore, Be It Further Agreed, That numbered paragraphs 1, 4, 11, 13, 14, 16 and 17 are hereby revised to read as follows:

- "1. To reimburse the City for the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, City force account construction, Chicago Transit Authority force account construction, railroad force account construction, and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration."
- "4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide or cause to be provided all City force account construction, C.T.A. force account construction, railroad force account construction, and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration."
- "11. That said Project generally consists of the removal and reconstruction of the Orleans Street Viaduct structure between Hubbard Street and the Chicago River. New caissons will be provided for the viaduct substructure, and portions of Kinzie Street and lower level Orleans Street will also be reconstructed (lowered) in order to provide for increased vertical clearance.

An entirely new roadway surface will be provided and new curbs, gutters and sidewalks (including sidewalk ramps for the handicapped) will be constructed. The north approach to the structure will be reconstructed. A concrete balustrade on the east side of the north approach will be replaced and new expansion points will be provided along the viaduct.

New drainage structures will be installed and will tie into the present sewer system. Existing street lighting and traffic control hardware will be reinstalled on the completed viaduct and a new traffic signal will be provided at the intersection of Hubbard Street and Orleans Street. A new electrical feeder service to the Orleans Street Bridge will be installed and other utilities will be adjusted. Stairways providing pedestrian access between Orleans Street and Kinzie Street will be replaced and pavement markings, street signs and all other appurtenances necessary to complete the Project will be provided."

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

Contract Construction	\$ 9,355,000
City Force Account Construction	610,000
C.T.A. Force Account Construction	50,000
Railroad Force Account Construction	25,000
Construction Engineering/Supervision	<u>1,000,000</u>
TOTAL:	\$11,040,000

and that based upon the current ratio of federal to non-federal (State) funds for Interstate Road Substitution projects, and pursuant to other agreements between the City and Merchandise Mart Properties, Incorporated, the estimated participation for the project will be:

Merchandise Mart Properties, Inc.	\$ 355,000
Federal-Aid Share (IX) (85% of \$10,685,000)	9,082,250
Non-Federal Share (State) (15% of \$10,685,000)	<u>1,602,750</u>
TOTAL:	\$11,040,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share (State)) shall be limited to a maximum of \$1,602,750 with any non-federal share required in excess of that amount to be provided by the City, by Merchandise Mart Properties, Incorporated, or by Amendment to this Agreement."

- "14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation or paid by Merchandise Mart Properties, Incorporated."
- "16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$11,040,000) as authorized by the City Council."

- "17. 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."

The Parties Hereto Further Mutually Agree, That the required certification language is hereby added to the aforementioned Agreement as follows:

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827; and
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

It Is Further Mutually Agreed, All items contained in the original City/State Agreement and any subsequent executed Amendment which are not in conflict with this Amendment shall remain in full force and effect.

It Is Further Mutually Agreed, This Amendment to the Agreement shall be binding and inure to the benefits 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.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
IMPROVEMENT OF NORTH CLARK STREET, BETWEEN
WEST BARRY AND WEST FOSTER AVENUES
AND INTERSECTION OF WEST FOSTER
AVENUE WITH NORTH ASHLAND
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 Clark Street, from Barry Avenue to Foster Avenue, in the amount of \$6,400,000, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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 Clark Street between Barry Avenue and Foster Avenue, as well as the improvement of the intersection of Foster Avenue with Ashland 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. 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. 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 North Clark Street (F.A.U. 2866) Between
West Barry Avenue and West Foster Avenue, as
well as the Intersection of West Foster
Avenue (F.A.U. 1360) with North
Ashland 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 Clark Street between Barry Avenue and Foster Avenue, as well as the intersection of Foster Avenue with Ashland Avenue hereinafter referred to as the "Project" and identified in numbered 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, On June 30, 1989, the State and the City entered into 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 State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation and Uniform 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, 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

That 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 Clark Street, between Barry Avenue and Foster Avenue, as well as the improvement of the intersection of Foster Avenue with Ashland Avenue.

On Clark Street, the existing driving surface will be removed. The pavement base will be repaired and reconstructed as necessary and a new driving surface will be applied. The intersections of Clark Street with Racine Avenue/Grace Street, with Irving Park Road, with Montrose Avenue, with Wilson Avenue, with Lawrence Avenue, with Winnemac Avenue and with Foster Avenue will be improved by throat widening. Traffic signals will be modernized at the intersections of Clark Street with Barry Avenue/Halsted Street, with Belmont Avenue, with Sheffield Avenue/Newport Avenue, with Addison Street, with Grace Street/Racine Avenue, with Irving Park Road, with Montrose Avenue, with Lawrence Avenue and with Foster Avenue. New traffic signals will be installed at the intersection of Clark Street with Winnemac Avenue.

Foster Avenue will be widened and resurfaced between Ashland Avenue and Clark Street and traffic signals will be modernized at the intersection of Foster Avenue and Ashland Avenue. Grace Street will be widened and resurfaced between Clark Street and Racine Avenue in order to allow for a right-turn lane, and Racine Avenue between Clark Street and Grace Street will be closed to traffic.

Curbs, gutters and sidewalks will be repaired and replaced as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Catchbasins will be relocated to the new gutter lines and drainage structures and street lighting will be adjusted and/or relocated as necessary.

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	\$4,000,000
Force Account Construction	2,000,000
Construction Engineering/Supervision	<u>400,000</u>
TOTAL:	\$6,400,000

and that based upon the current ratio of federal to non-federal (State) funds for Federal-Aid Urban System projects, the proportional participation for the Project will be:

Federal-Aid Share (F.A.U.) (75% of \$6,400,000)	\$4,800,160
Non-Federal Share (State) (25% of \$6,400,000)	<u>1,600,000</u>
TOTAL:	\$6,400,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of \$1,600,000 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 (\$6,400,000) 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 January 1, 1993.
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.

The Local Agency certifies to the best of its knowledge and belief its officials:*

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;
- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827;
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

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.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR
IMPROVEMENT OF LAKE STREET DRAWBRIDGE
OVER SOUTH BRANCH OF
CHICAGO RIVER.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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 the Lake Street Drawbridge over the South Branch of the Chicago River, in the amount of \$500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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 the Lake Street Drawbridge over the South Branch of the Chicago River, said agreement to be substantially in the following form:

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

SECTION 2. 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. 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 The Lake Street Drawbridge Over The
South Branch Of The Chicago River.

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 proceed with the improvement of the Lake Street Drawbridge over the South Branch of the Chicago River, hereinafter referred to as the "Project" and identified in numbered paragraph 6 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, On June 30, 1989, the State and the City entered into 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 State and the City have concurred that the Project qualifies for the use of such funds.

That State Hereby Agrees:

- 1. To reimburse the City 100% of the costs incurred in connection with the construction of the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

- 2. To provide and/or cause to be provided all construction for the Project, in accordance with established procedures of the City and State.
- 3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
- 4. To comply with all applicable Executive Orders and legislation pursuant to the equal employment opportunity and nondiscrimination regulations as may be required by the State and under federal law.
- 5. To retain all Project records and to make them available for audit by State auditors during Project construction, and for a period of three (3) years after final acceptance of the Project by the parties hereto.
- 6. That said Project generally consists of the improvement of the Lake Street Drawbridge over the South Branch of the Chicago River. (All work will be done by City forces.)

A deteriorated section of concrete-filled grating on the northeast corner of the movable roadway will be removed and replaced. Deteriorated structural steel members and railing sections will be repaired or replaced as necessary. Spalled concrete areas of the counterweight pit seawalls and fixed approach sidewalks will be repaired, and all pinion gears and gear racks will be rehabilitated. All necessary mechanical repairs will be made and all other appurtenances necessary to complete the Project will be provided.

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

Force Account Construction (City)	<u>\$500,000</u>
TOTAL:	\$500,000

and that 100% of the actual final costs will be paid by the State up to a maximum of \$500,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

8. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
9. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$500,000) as authorized by the City Council.
10. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1993.
11. 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.

The Local Agency certifies to the best of its knowledge and belief its officials:*

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

* The Local Agency for purpose of this certification is defined as the Department of Public Works of the City of Chicago. Officials for the purpose of this certification are the Mayor of the City of Chicago, the Commissioner of the Department of Public Works, the Purchasing Agent and the Comptroller of the City of Chicago.

- (4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;
- (5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);
- (6) are not in default on an educational loan as provided in Public Act 85-827; and
- (7) have not been barred from signing this Agreement as a result of a violation of Chapter 127, Section 10.2 of the Illinois Revised Statutes.

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.

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS
AND LICENSE FEE EXEMPTIONS FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (November 15, December 6 and 13, 1989, January 19 and February 28, 1990) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eibendrath, Hancox, Lovar, Shillor, Schultor, M. Smith, Orr, Stone 18.

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):

FREE PERMITS.

Argo Electric, Incorporated.

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

SECTION 1. That the Commissioner of Buildings, 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 Argo Electric, Incorporated, 2737 West Diversey Avenue, for electrical installations in the Blessed Agnes School/Archdiocese of Chicago, on the premises known as 2651 South Central Park 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.

DePaul University.
(25 East Jackson Boulevard)

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to DePaul University for electrical work on the premises known as 25 East Jackson Boulevard.

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.

*DePaul University.
(2315 North Kenmore Avenue)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to DePaul University for electrical work on the premises known as 2315 North Kenmore 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.

*Metro Habitat For Humanity/Pilsen Little Village Habitat.
(1916 -- 1924 South Laflin Street)*

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

SECTION 1. That the Commissioner of Buildings, 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 Metro Habitat for Humanity/Pilsen Little Village Habitat, 1909 South Ashland Avenue, for the construction of a building on the premises known as 1916 -- 1924 South Laflin Street.

Said building shall be used exclusively for low-income families 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.

*Metro Habitat For Humanity/Pilsen Little Village Habitat.
(2856 West 21st Street)*

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

SECTION 1. That the Commissioner of Buildings, 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 Metro Habitat for Humanity/Pilsen Little Village Habitat, 1909 South Ashland Avenue, for the construction of a building on the premises known as 2856 West 21st Street.

Said building shall be used exclusively for low-income families 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.

Moody Bible Institute.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Moody Bible Institute for construction of an academic building on the premises known as 860 North LaSalle Street.

Said building shall be used exclusively for academic 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.

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Mary of Nazareth Hospital Center for construction of new catherization laboratory on the premises known as 2233 West Division Street.

Said building shall be used exclusively for hospital 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.

Shelter Of God's Love.

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 Shelter of God's Love (a family home), 1720 West Addison Street, for construction of an addition to the existing structure on the premises known as 5520 North Paulina Street.

Said building shall be used exclusively for sheltering the elderly of low to middle incomes 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.

United Charities Of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the United Charities of Chicago, 14 East Jackson Boulevard, for renovating existing structure on the premises known as 3027 East 91st Street.

Said building shall be used exclusively for office use 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.

Warren Barr Pavillion.

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

SECTION 1. That the Commissioner of Buildings, 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 Warren Barr Pavillion, c/o Warman, Olsen, Warman, Limited, Mr. William E. Warman, A.I.A., Vice President, 208 South LaSalle Street, for a curb cut in front of the elderly facility on the premises known as 66 West Oak Street.

Said area shall be used exclusively for ambulance and bus pickups only 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.

*Dispensaries.**American Indian Health Of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the American Indian Health of Chicago, 838 West Irving Park Road, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1990.

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

Erie Family Health Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Erie Family Health Center, 1656 West Chicago Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1990.

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

Erie Senior Health Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Erie Senior Health Center, 838 North Noble Street, Suite 1406, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1990.

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

Erie Teen Health Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Erie Teen Health Center, 1303B North Ashland Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1990.

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

Homes.

Methodist Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Methodist Home (formerly United Methodist Homes/Services) 1415 West Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

SECTION 2. This ordinance shall be in force and effect upon its passage and due publication.

Misericordia Heart Of Mercy.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Heart of Mercy, 6300 North Ridge Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990, for operating the following-named homes on the above-named premises:

Marian Center	50-bed	ICT-DD
Shannon House	12-bed	Sheltered Care
Baggott House	12-bed	Sheltered Care
Rice House	8-bed	Sheltered Care
O'Donnell House	8-bed	Sheltered Care
McAuley House	8-bed	Sheltered Care
Joseph House	8-bed	Sheltered Care
Heart of Mercy T-4	8-bed	Sheltered Care
Heart of Mercy T-7	8-bed	Sheltered Care

SECTION 2. This ordinance shall be in force and effect upon its passage and due publication.

Northwest Home For The Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Northwest Home for the Aged, 6300 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

The Old Peoples Home/City Of Chicago.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, The Old Peoples Home/City of Chicago, 909 West Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

SECTION 2. This ordinance shall be in force and effect upon its passage and due publication.

Washington And Jane Smith Home, Incorporated.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Washington and Jane Smith Home, Incorporated, 2340 West 113th Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Hospitals.

Jackson Park Hospital And 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:

Jackson Park Hospital and Medical Center
7531 South Stony Island Avenue.

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

Loretto Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Loretto Hospital
645 South Central Avenue.

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

Saint Bernard 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:

Saint Bernard Hospital
326 West 64th Street.

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

South Chicago Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

South Chicago Community Hospital
2320 East 93rd Street.

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

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, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on January 19 and February 28, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Adult Day Care Center/Council for Jewish Elderly 2809 West Jarvis Avenue	D7-903469 (Sign)	\$290.00
Archdiocese of Chicago/Quigley North Seminary 103 East Chestnut Street	D7-904442 (Sign)	40.00
Byron Center for the Rehabilitation and Training of Persons with Disabilities 6050 North California Avenue	A1-907505 (Elev.)	41.00
The Center for the Rehabilitation and Training of Persons with Disabilities 6610 North Clark Street	A1-906799 (Elev.) B1-921360 (Bldg.) F4-919580 (Mech. Vent.)	41.00 47.00 27.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
The Center for the Rehabilitation and Training of Persons with Training Disabilities 2032 North Clybourn Avenue	F5-000271 (Canopy)	\$ 50.00
Contemporary Art Workshop 542 West Grant Place	D7-904770 (Sign)	115.00
Edgewater Presbyterian Church 1020 West Bryn Mawr Avenue	D7-903810 (Sign)	130.00
Jarvis House/The Center for the Rehabilitation and Training of Persons with Disabilities 2045 West Jarvis Avenue	B1-921364 (Bldg.)	31.00
Latin School of Chicago 59 West North Avenue	F4-521715	370.00
	F4-715427 (Mech. Vent.)	370.00
	P1-905174 (Fuel Burn. Equip.)	431.00
Little Sisters of the Poor 2325 North Lakewood Avenue	B4-700368 (Bldg.)	80.50
Lutheran School of Theology (various locations)	B1-921556	47.00
	B1-921563 (Bldg.)	47.00
Northwestern Memorial Hospital (various locations)	D7-903273	1,255.00
	D7-903274	40.00
	D7-903275	120.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	D7-903276	\$105.00
	D7-903277	725.00
	D7-904405 (Sign)	65.00
Northwestern University Settlement 1400 West Augusta Boulevard	P1-904699 (Fuel Burn. Equip.)	127.00
Norwegian Lutheran Home/Bethesda Home and Retirement Center 2833 North Nordica Avenue	D7-904485 (Sign)	40.00
Quang-Minh Temple 4429 North Damen Avenue	F4-916932 (Mech. Vent.)	26.00
Saint Francis Cabrini Hospital 812 South Racine Avenue	D1-923162 (Sign)	22.00
Self Help Home for the Aged (various locations)	D7-904706 (Sign)	100.00
	F4-916345 (Mech. Vent.)	111.00

EXEMPTION OF RUSH-PRESBYTERIAN SAINT LUKE'S MEDICAL
CENTER FROM PAYMENT OF ALL 1990 CITY FEES
UNDER NOT-FOR-PROFIT STATUS.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the exemption from payment of permit and license fees for the year 1990 for Rush-Presbyterian St. Luke's Medical Center, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Rush-Presbyterian St. Luke's Medical Center, an Illinois not-for-profit corporation, has in the past and continues to provide outstanding health care services to the citizens of Chicago; and

WHEREAS, Rush-Presbyterian St. Luke's Medical Center is nationally renowned for its medical training facilities; and

WHEREAS, Rush-Presbyterian St. Luke's Medical Center employs over 7,000 persons, most of whom are Chicago residents, with an annual budget in excess of \$450,000,000.00; and

WHEREAS, Rush-Presbyterian St. Luke's Medical Center has expended over \$100,000,000.00 in the last decade in the expansion and rehabilitation of its physical facilities; and

WHEREAS, Historically, charitable, religious and educational institutions not conducted for private gain or profit have been exempt from the payment of City fees associated with, but not limited to, building permits, inspection permits, licenses, warrants for collection and water rates by orders and ordinances adopted by the City Council of Chicago, executive orders and pursuant to various provisions of the Municipal Code of Chicago; and

WHEREAS, Rush-Presbyterian St. Luke's Medical Center was required to submit to the City Council individual orders for each City fee to which it is entitled to an exemption; and

WHEREAS, There is a significant cost and expenditure of time incurred by Rush-Presbyterian St. Luke's Medical Center and the City in processing individual City Council orders exempting the payment of each City fee and the processing of refund checks when a City Council order is not approved prior to the date payment is due and Rush-Presbyterian St. Luke's Medical Center is required to pay the City fee; and

WHEREAS, Rush-Presbyterian St. Luke's Medical Center is uniquely located in the Medical Center District, which district was created by "an Act in relation to the establishment of the Medical Center District in the City of Chicago, and for the control and management thereof", approved June 4, 1941, as amended, Illinois Revised Statutes (1983), Chapter 111-1/2, Section 5001, et. seq. ("Act"); and

WHEREAS, The State of Illinois Medical Center Commission was created by the Act for the purpose of managing and operating the Illinois Medical Center District pursuant to the Act; and

WHEREAS, The State of Illinois Medical Center Commission passed a resolution recommending that the City Council exempt Rush-Presbyterian St. Luke's Medical Center from the payment of City fees as provided for in this ordinance; now, therefore,

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

SECTION 1. That Rush-Presbyterian St. Luke's Medical Center, as an Illinois not-for-profit corporation engaged in medical, educational and related activities, shall be exempt for the calendar year 1990 from the payment of all City fees including, but not limited to, fees associated with building permits, inspection permits, licenses, warrants for collection and water rates to which it is entitled to an exemption pursuant to previously adopted City Council orders and ordinances, executive orders and provisions of the Municipal Code of Chicago, which exempt charities, religious or educational institutions not conducted for private gain or profit.

SECTION 2. That Rush-Presbyterian St. Luke's Medical Center shall be entitled to refunds for any City imposed fees which it may inadvertently or erroneously pay and to which it is exempt pursuant to Section 1 of this ordinance without the need for an additional City Council ordinance or order.

SECTION 3. That the Commissioner of Inspectional Services, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Consumer Services, the Director of Revenue and the Commissioners or Directors of all other City departments are hereby directed to issue all necessary permits and licenses and provide other City services as described in Section 1 of this ordinance, free of charge, to Rush-Presbyterian St. Luke's Medical Center, provided, however, that Rush-Presbyterian St. Luke's Medical Center shall remain an Illinois not-for-profit corporation engaged in medical, educational and related activities.

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

EXEMPTION OF LOYOLA UNIVERSITY OF CHICAGO FROM
PAYMENT OF ALL 1990 CITY PERMIT FEES
UNDER NOT-FOR-PROFIT STATUS.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the exemption from payment of permit fees for the year 1990 for Loyola University, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of the Department of Buildings, the Commissioner of the Department of Public Works, the Commissioner of the Department of Streets and Sanitation, the Commissioner of the Department of Water, the Commissioner of the Department of Health, the Commissioner of the Fire Department, the Commissioner of the Department of General Services, the Commissioner of the Department of Planning and the Commissioner of the Department of Zoning are hereby directed to issue any and all necessary permits, of any nature whatsoever, free of charge, notwithstanding other ordinances of the City to the contrary to Loyola University of Chicago, an Illinois not-for-profit corporation with the mailing address for its Lake Shore Campus at 6525 North Sheridan Road, Chicago, Illinois 60626, and for its Water Tower Campus at 820 North Michigan Avenue, Chicago, Illinois 60611. Such permits should be issued free of charge for demolition, remodeling, electrical installations, water installations, sewer installations, construction, and other similar work, for the following premises:

A. Lake Shore Campus:

All real estate located within Institutional Planned Development No. 34, as adopted by the City Council of the City of Chicago on November 30, 1988:

6590 North Sheridan Road; and

6313 North Winthrop Avenue.

B. Water Tower Campus:

Lewis Towers, 820 North Michigan Avenue;

Marquette Center, 47 East Pearson Street;

Siedenburg Hall, 41 East Pearson Street;

Parking Lot 1, 800 -- 820 North Wabash Avenue (between East Chicago Avenue and East Pearson Street);

830 North Wabash Avenue;

Parking Lot 2, 832 -- 836 North Wabash Avenue;

840 North Wabash Avenue;

10 East Pearson Street;

19 -- 21 East Pearson Street; and

Law School, 1 East Pearson Street.

Said premises 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.

INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, March 21, 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:

5625 North Broadway; and

4920 -- 4922 North Winthrop 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said orders, as passed, read respectively as follows (the italic heading in each case not being a part of the order):

5625 North Broadway.

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 5625 North Broadway.

4920 -- 4922 North Winthrop Avenue.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 4920 -- 4922 North Winthrop Avenue.

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

The Committee on Finance submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing payment of hospital and medical expenses of police officers and firefighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or 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 12914 through
12922 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on page 12923 of this Journal.]

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF JANUARY, 1990.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of January, 1990.

(Continued on page 12924)

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/21/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ABBATE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/18/89	17.00
ACCARDIO	POLICE OFFICER	SIXTEENTH DISTRICT	10/06/89	73.00
ADAMSKI	POLICE OFFICER	THIRTEENTH DISTRICT	9/26/89	45.00
ALEXANDER	POLICE OFFICER	NINTH DISTRICT	10/12/89	50.00
ANDERSON	POLICE OFFICER	EIGHTH DISTRICT	5/30/89	5092.56
ANDERSON	POLICE OFFICER	FOURTH DISTRICT	7/09/89	10646.34
AVILES	POLICE OFFICER	TWENTIETH DISTRICT	11/18/89	839.50
AYE	POLICE OFFICER	EIGHTH DISTRICT	8/12/89	548.10
BARNAY	POLICE OFFICER	FIFTEENTH DISTRICT	9/04/89	102.80
BARRINS	POLICE OFFICER	FIFTH DISTRICT	8/11/89	459.25
BARRY	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/89	35.00
BASTIE	POLICE OFFICER	FOURTH DISTRICT	8/10/89	266.00
BEAL	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/28/89	113.00
BONNER	POLICE OFFICER	SEVENTH DISTRICT	5/23/89	45.00
BONNER	POLICE OFFICER	SEVENTH DISTRICT	8/03/89	40.00
BORKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	4/27/88	166.00
BOBYNIAK	POLICE OFFICER	FOURTEENTH DISTRICT	5/24/89	166.00
BOYLAN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/09/89	63.00
BRAMBORA	POLICE OFFICER	ELEVENTH DISTRICT	9/14/89	55.00
BRANSFORD	POLICE OFFICER	THIRD DISTRICT	10/26/89	50.00
BRICE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/01/89	65.00
BROWN	POLICE OFFICER	SEVENTH DISTRICT	3/22/88	1400.00
BROWN	POLICE OFFICER	SIXTH DISTRICT	10/05/89	690.00
BROWNING	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	8/21/89	20.00
BURTA	POLICE OFFICER	YOUTH DIVISION AREA FIVE	10/27/89	20.00
CAMACHO	POLICE OFFICER	SEVENTEENTH DISTRICT	7/11/89	25.00
CAMPBELL	POLICE OFFICER	NINTH DISTRICT	4/28/89	139.00
CARONE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/03/89	603.65
CASEY	POLICE OFFICER	TWELFTH DISTRICT	11/07/89	16.50
CASEY	POLICE OFFICER	FIFTH DISTRICT	7/29/89	239.50
CASTANEDA	POLICE OFFICER	NINTH DISTRICT	4/14/89	1209.00
CEJA	POLICE OFFICER	NINTH DISTRICT	6/24/89	478.00
CHEEVERS	POLICE OFFICER	NINETEENTH DISTRICT	1/19/89	50.00
CIECHON	POLICE OFFICER	RECRUIT TRAINING	9/17/89	183.00
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/21/89	550.00
CIDRUSZYNSKI	POLICE OFFICER	SECOND DISTRICT	7/29/89	100.00
CLINE	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISION	10/02/89	15.00
COGHLAN	POLICE OFFICER	FOURTH DISTRICT	2/10/89	50.00
COLLINS	POLICE OFFICER	SEVENTH DISTRICT	8/04/89	260.00
COLVIN	POLICE OFFICER	FIFTH DISTRICT	10/05/89	382.00
COMITO	POLICE OFFICER	AUTOMOTIVE FOUNDRY SECTION	10/16/89	585.00
CONNOR'S	POLICE OFFICER	FOURTEENTH DISTRICT	9/21/89	591.85
COONS	POLICE OFFICER	SEVENTH DISTRICT	10/12/89	61.00
CORCORAN	POLICE OFFICER	NANCOTIC GENERAL ENFORCEMENT	6/07/89	215.00
CORCORAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/13/89	17.25
COSGROVE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/28/89	141.00
COSGROVE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/04/89	1118.00
COUGHLIN	POLICE OFFICER	SEVENTH DISTRICT	2/01/89	90.00
CRAMLEY	POLICE OFFICER	SEVENTH DISTRICT	8/14/89	28.00
CRIBBS	POLICE OFFICER	SEVENTH DISTRICT		

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/21/90
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CUNNINGHAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/12/89	175.00
CHAHOR	POLICE OFFICER	NINTH DISTRICT	3/18/89	48.60
CHAHOR	POLICE OFFICER	NINTH DISTRICT	6/18/89	1840.75
CZAPIEMSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	12/09/88	90.00
WATIELS	POLICE OFFICER	EIGHTH DISTRICT	9/30/89	50.00
DAMAN	POLICE OFFICER	THIRD DISTRICT	7/11/89	60.00
DAMAN	POLICE OFFICER	THIRD DISTRICT	4/30/89	375.00
KEANE	POLICE OFFICER	TWENTIETH DISTRICT	9/11/89	16.00
DEAVILA	POLICE OFFICER	TENTH DISTRICT	10/30/89	182.00
DECARLO	POLICE OFFICER	TWELFTH DISTRICT	9/06/89	160.00
VEDMAN	POLICE OFFICER	MARCOTIC GENERAL ENFORCEMENT	8/23/85	112.00
DELGADO	POLICE OFFICER	FOURTEENTH DISTRICT	9/24/89	16.00
DEVEREAUX	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/19/89	2186.00
KORSEY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	1278.00
KORSEY	POLICE OFFICER	THIRD DISTRICT	8/09/89	217.50
DOTSON	POLICE OFFICER	FIFTH DISTRICT	2/22/89	207.00
KOWELL	POLICE OFFICER	ELEVENTH DISTRICT	4/25/89	42.00
DRAGON-KOLERICH	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	10/26/89	1160.50
KUNLOP	POLICE OFFICER	SEVENTH DISTRICT	11/26/89	420.00
ELDRIDGE	POLICE OFFICER	SEVENTH DISTRICT	5/15/89	17.50
ELLIOTT	POLICE OFFICER	NINETEENTH DISTRICT	8/23/89	1605.00
ENWALL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/89	17.00
EVANS	POLICE OFFICER	EIGHTH DISTRICT	10/03/89	246.60
FITZPATRICK	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION B	7/15/89	2414.95
FOSTER	POLICE OFFICER	ELEVENTH DISTRICT	9/01/88	50.00
FRANK	POLICE OFFICER	FIFTH DISTRICT	6/27/89	185.45
FRANZEN	POLICE OFFICER	TENTH DISTRICT	9/24/89	1455.00
FRUGOLI	POLICE OFFICER	SIXTEENTH DISTRICT	8/12/89	81.00
GARBLE	POLICE OFFICER	FIFTEENTH DISTRICT	9/15/89	55.00
GANEY	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/89	810.50
GERACI	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/26/89	341.25
GILBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	335.50
GLYNN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	10/28/89	69.00
GORDARD	POLICE OFFICER	THIRTEENTH DISTRICT	7/04/89	285.00
GOLBECK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/05/87	10.00
GONZALEB	POLICE OFFICER	SIXTEENTH DISTRICT	3/26/89	77.00
GONZALEZ	POLICE OFFICER	TWELFTH DISTRICT	6/26/88	28.00
GORTOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	10/04/89	13.00
GRANDON	POLICE OFFICER	INTERSECTION CONTRL. UNIT	10/06/88	130.00
GRAY	POLICE OFFICER	ELEVENTH DISTRICT	1/16/89	167.00
GRAZIANO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/89	100.00
GREGOR	POLICE OFFICER	SEVENTH DISTRICT	9/25/89	90.00
GRIFFIN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/27/89	26.00
GUERRERO	POLICE OFFICER	ENFORCEMENT SECTION	8/15/89	3320.00
GUTIERREZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/22/89	35.00
HAMMOND	POLICE OFFICER	TENTH DISTRICT	11/30/89	115.00
HANLEY	POLICE OFFICER	NINTH DISTRICT	10/16/89	75.00
	POLICE OFFICER	MARINE UNIT	6/08/88	129.00
	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	90.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/21/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HANSERD	POLICE OFFICER	SIXTH DISTRICT	6/05/89	143.60
HARMON	POLICE OFFICER	RECRUIT TRAINING	1/06/89	1571.50
HARNEY	POLICE OFFICER	THIRTY-FOURTH DISTRICT	4/09/89	33.00
HAUGH	POLICE OFFICER	THIRTY-SECOND DISTRICT	12/19/88	22.50
HAYES	POLICE OFFICER	SEVENTEENTH DISTRICT	7/30/89	1650.00
HEGWOOD	POLICE OFFICER	THIRD DISTRICT	5/24/82	168.00
HENNIGAN	POLICE OFFICER	FINANCIAL INVESTIGATION UNIT	6/05/89	821.00
HORSTEIN	POLICE OFFICER	THIRTY-THIRD DISTRICT	9/03/89	201.50
HOWARD	POLICE OFFICER	THIRTY-FIFTH DISTRICT	2/05/89	540.00
HUBBARD	POLICE OFFICER	THIRTY-FIRST DISTRICT	9/11/89	75.00
HUTCHINSON	POLICE OFFICER	TENTH DISTRICT	9/01/89	166.00
INFATATO	POLICE OFFICER	TWENTIETH DISTRICT	9/10/89	194.85
JACKSON	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISION	10/14/77	631.98
JACKSON	POLICE OFFICER	SECOND DISTRICT	9/29/89	85.00
JACKSON	POLICE OFFICER	SECOND DISTRICT	7/23/89	28.00
JACOBS	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	284.20
JACOBS	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	10/05/88	240.00
JANUSZ	POLICE OFFICER	EIGHTH DISTRICT	7/27/89	37.80
JOHNSON	POLICE OFFICER	TWENTIETH DISTRICT	2/19/88	432.00
JOHNSON	POLICE OFFICER	SECOND DISTRICT	10/29/89	23.00
JONES	POLICE OFFICER	THIRTY-FOURTH DISTRICT	8/22/89	614.00
JONES	POLICE OFFICER	SEVENTH DISTRICT	8/09/89	48.60
JONES	POLICE OFFICER	SEVENTH DISTRICT	9/30/89	16.00
KACOR	POLICE OFFICER	NINTH DISTRICT	9/10/89	1177.00
KALAS	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/89	79.00
KAPUDI	POLICE OFFICER	TENTH DISTRICT	4/30/89	3601.00
KAPUT	POLICE OFFICER	TWELFTH DISTRICT	8/30/89	55.00
KASPER	POLICE OFFICER	ELEVENTH DISTRICT	10/24/89	13.00
KELLY	POLICE OFFICER	EIGHTEENTH DISTRICT	11/28/87	40.00
KEMP, JR	POLICE OFFICER	EIGHTEENTH DISTRICT	7/20/89	15.00
KENNEDY	POLICE OFFICER	TENTH DISTRICT	4/17/89	110.00
KERSTING	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	12/30/87	5757.00
KISS	POLICE OFFICER	THIRTY-THIRD DISTRICT	6/14/89	746.50
KLEUMDT	POLICE OFFICER	THIRTY-FOURTH DISTRICT	10/24/89	95.00
KUREN	POLICE OFFICER	SEVENTH DISTRICT	8/10/89	1019.40
KORZENIEWSKI	POLICE OFFICER	ELEVENTH DISTRICT	10/04/89	26.00
KORZENIEWSKI	POLICE OFFICER	ELEVENTH DISTRICT	8/11/89	45.00
KORZENIEWSKI	POLICE OFFICER	ELEVENTH DISTRICT	8/01/89	45.00
KOSZYK	POLICE OFFICER	THIRTY-FIRST DISTRICT	8/24/89	30.00
KOWATT	POLICE OFFICER	EIGHTEENTH DISTRICT	10/28/89	17.25
KOWATT	POLICE OFFICER	EIGHTEENTH DISTRICT	1/08/89	186.00
KOPPEL	POLICE OFFICER	FOURTH DISTRICT	2/15/89	200.00
KWASINSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	9/09/89	395.00
LAWRENCE	POLICE OFFICER	FIFTH DISTRICT	5/15/89	560.00
LEODORO	POLICE OFFICER	NINTH DISTRICT	9/10/89	628.00
LEVEILLE	POLICE OFFICER	YOUTH DIVISION AREA SIX	9/21/89	77.00
LIONHROD	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	5/18/88	155.00
LIZCAND	POLICE OFFICER	THIRD DISTRICT	5/26/89	359.00
LOBCZYK	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/23/89	552.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/21/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
LUNSFORD	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/89	1090.00
LYKINS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/11/89	74.00
MACHINA	POLICE OFFICER	AUTO THEFT SECTION	10/24/87	6665.78
MACHILLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87	50.00
MAIDEN	POLICE OFFICER	TENTH DISTRICT	8/01/89	130.00
MAHONEY	POLICE OFFICER	SEVENTH DISTRICT	8/27/89	405.00
MAIDA	POLICE OFFICER	NINTH DISTRICT	8/16/89	1495.00
MALELLARO	POLICE OFFICER	TWENTIETH DISTRICT	10/30/89	345.00
MALEC	POLICE OFFICER	ELEVENTH DISTRICT	8/18/89	70.00
MALKOWSKI	POLICE OFFICER	FOURTH DISTRICT	4/14/89	93.00
MALLOY	POLICE OFFICER	AUTO THEFT SECTION	9/12/89	287.00
MANN-FREELS	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/18/89	100.00
MARKHAM	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/11/86	2361.00
MARTIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/02/88	40.00
MATHY	POLICE OFFICER	NINTH DISTRICT	3/19/88	84.00
MATURA	POLICE OFFICER	SEVENTH DISTRICT	3/29/88	246.77
MAYNELL	POLICE OFFICER	TWELFTH DISTRICT	9/16/89	320.00
MAYO	POLICE OFFICER	SIXTH DISTRICT	9/03/89	1087.00
MCRIDE	POLICE OFFICER	SIXTH DISTRICT	10/01/89	25.00
MCCANN	POLICE OFFICER	FIFTH DISTRICT	1/18/89	4861.20
MCCARTHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/12/89	392.50
MCCARTHY	POLICE OFFICER	FIRST DISTRICT	8/20/89	131.00
MCGANN	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/16/88	101.00
MCGRUDER	POLICE OFFICER	SIXTH DISTRICT	7/15/89	50.00
MCHUGH JR	POLICE OFFICER	EIGHTEENTH DISTRICT	9/04/89	996.00
MCLAIN	POLICE OFFICER	THIRTEENTH DISTRICT	6/23/89	90.00
MCHANAMON	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	190.00
MCMARA	POLICE OFFICER	SEVENTEENTH DISTRICT	9/19/89	381.45
MENIPOZA	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/25/89	242.00
MERCADO	POLICE OFFICER	THIRTEENTH DISTRICT	7/04/89	265.00
MERTZ	POLICE OFFICER	SEVENTH DISTRICT	8/27/89	645.00
MEZIERE	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/89	343.00
MICKELBOROUGH	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/24/82	50.00
MILLER	POLICE OFFICER	THIRD DISTRICT	10/29/88	120.00
MIRANDA	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/04/89	239.00
MIS	POLICE OFFICER	NINTH DISTRICT	8/02/89	75.00
MUCKUS	POLICE OFFICER	EIGHTEENTH DISTRICT	5/29/89	123.25
MONDANE	POLICE OFFICER	EIGHTEENTH DISTRICT	9/07/89	47.00
MONTIVIDAS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/20/89	204.25
MOORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/88	40.00
MORRIS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	10/11/89	603.25
MURPHY	POLICE OFFICER	FOURTEENTH DISTRICT	10/31/89	745.00
NELSON	POLICE OFFICER	FOURTEENTH DISTRICT	10/01/89	60.00
NOLAN	POLICE OFFICER	SEVENTH DISTRICT	8/18/89	700.00
NERTON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/01/89	495.00
NOMAK	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	611.00
NOMIK	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/86	1596.32
NYKIEL	POLICE OFFICER	TENTH DISTRICT	9/01/89	214.00
OBARTUCH	POLICE OFFICER	SEVENTEENTH DISTRICT	5/09/88	900.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/21/90
REGULAR DRIVERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
OHBE	POLICE OFFICER	TENTH DISTRICT	10/20/89	1270.00
OHURO	POLICE OFFICER	SEVENTEENTH DISTRICT	10/31/89	21.00
ORTIZ	POLICE OFFICER	THIRTEENTH DISTRICT	10/29/89	145.00
OTERO	POLICE OFFICER	ELEVENTH DISTRICT	9/23/89	851.20
PAOLONE	POLICE OFFICER	THIRD DISTRICT	10/16/89	110.00
PAELLO	POLICE OFFICER	THIRD DISTRICT	2/02/89	40.00
PATRICK	POLICE OFFICER	ELEVENTH DISTRICT	10/10/89	100.00
PAULNITSKY	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	8/18/89	17.00
PAVLIK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIBI	8/29/89	45.00
PAWLOWSKI	POLICE OFFICER	SEVENTH DISTRICT	8/28/89	16.00
PIERCE	POLICE OFFICER	NINTH DISTRICT	9/09/89	606.00
FOE	POLICE OFFICER	TENTH DISTRICT	9/13/89	13.00
FONNE	POLICE OFFICER	FOURTH DISTRICT	10/16/88	50.00
FONTARELLI	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/16/89	30.00
PORTER	POLICE OFFICER	SECOND DISTRICT	10/23/89	130.00
POMELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/02/87	413.60
POMELL	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/10/89	222.00
FRANZOWSKI	POLICE OFFICER	TENTH DISTRICT	8/30/89	55.00
FRINCIPATO	POLICE OFFICER	NINTH DISTRICT	9/30/89	35.00
PROSSER	POLICE OFFICER	FIELD INQUIRY SECTION	12/01/84	130.00
PTAK	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	10/27/89	135.00
FUCKETT	POLICE OFFICER	THIRD DISTRICT	10/26/89	71.00
RANTREZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/23/89	250.00
REYES	POLICE OFFICER	TENTH DISTRICT	4/06/82	55.00
RHYNE	POLICE OFFICER	TWENTIETH DISTRICT	11/25/89	967.00
RICHARDS	POLICE OFFICER	ELEVENTH DISTRICT	12/19/88	103.00
RIVERA	POLICE OFFICER	SEVENTEENTH DISTRICT	9/12/89	15.00
RIVERA	POLICE OFFICER	THIRD DISTRICT	7/29/89	20.59
RIVERA	POLICE OFFICER	THIRD DISTRICT	5/30/89	60.00
ROBBINS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIBI	10/08/89	371.00
ROBINSON	POLICE OFFICER	TWENTIETH DISTRICT	10/04/89	744.34
RODRIGUEZ	POLICE OFFICER	SECOND DISTRICT	8/27/89	255.50
ROSAIO	POLICE OFFICER	THIRTEENTH DISTRICT	8/14/89	39.00
ROSE	POLICE OFFICER	THIRTEENTH DISTRICT	1/19/89	722.00
ROSENBUSCH	POLICE OFFICER	ELEVENTH DISTRICT	7/30/89	1649.75
RUBIN	POLICE OFFICER	TWENTIETH DISTRICT	8/05/89	1700.00
RUBIN	POLICE OFFICER	ELEVENTH DISTRICT	8/12/89	65.00
RUCCI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/27/89	60.00
KUNYAN	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	24.00
SALUSTRO	POLICE OFFICER	NINETEENTH DISTRICT	11/17/89	516.00
SANCHEZ	POLICE OFFICER	TENTH DISTRICT	10/29/89	13.00
SCHILF	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/13/89	17.00
SCHRECK	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/88	330.35
SEBECK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVIBI	10/02/89	55.00
SHEEHAN	POLICE OFFICER	TENTH DISTRICT	10/21/89	33.00
SHEERAN	POLICE OFFICER	TENTH DISTRICT	10/29/89	125.00
SIAS	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	9/26/89	50.00
SILVERMAN	POLICE OFFICER	YOUTH DIVISION AREA TWO	9/06/89	350.00
SKWARSKI-ROMAN	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/14/89	5479.95

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/21/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SMITH	POLICE OFFICER	RECRUIT TRAINING	12/23/88	614.00
SMITH	POLICE OFFICER	SEVENTH DISTRICT	9/27/89	53.25
SOSTAND	POLICE OFFICER	SEVENTH DISTRICT	12/25/87	7457.00
SOTC	POLICE OFFICER	SEVENTH DISTRICT	5/17/89	646.00
SPENCER	POLICE OFFICER	FOURTH DISTRICT	5/18/89	3024.00
STANKOWICZ	POLICE OFFICER	NINETEENTH DISTRICT	9/25/89	4851.45
STARLETON	POLICE OFFICER	VICE CONTROL SECTION	10/19/89	881.00
STERN	POLICE OFFICER	SEVENTH DISTRICT	1/12/85	209.00
STERN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVI81	8/30/89	97.00
STEVENS	POLICE OFFICER	SEVENTEENTH DISTRICT	10/08/89	4040.85
STEWART	POLICE OFFICER	SIXTH DISTRICT	1/14/83	134.00
STEWART	POLICE OFFICER	SEVENTH DISTRICT	9/21/89	145.00
STONE	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	9/26/88	2488.00
STROHEK	POLICE OFFICER	TENTH DISTRICT	10/06/83	1400.25
STRZAKA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/06/89	166.01
STRZEPEK	POLICE OFFICER	TWENTIETH DISTRICT	10/22/89	16.00
SWANIGAN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/17/88	40.00
TABOGGIA	POLICE OFFICER	NARCOTIC SFECIAL ENFORCEMENT	11/09/89	404.00
TAYLOR	POLICE OFFICER	NINETEENTH DISTRICT	4/28/87	15.00
TAYLOR	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/25/89	46.00
THOMAS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/19/89	17.00
TONER	POLICE OFFICER	TENTH DISTRICT	8/19/89	15.00
TOUHY	POLICE OFFICER	SIXTH DISTRICT	9/02/89	25.00
TRISTANO	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	1/19/84	85.00
TRUZZI	POLICE OFFICER	INTELLIGENCE SECTION	9/09/89	1769.31
TURANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/89	1470.00
TYLER	POLICE OFFICER	RECRUIT TRAINING	3/03/89	3193.80
VANER	POLICE OFFICER	SIXTEENTH DISTRICT	7/27/89	677.00
VANN	POLICE OFFICER	ELEVENTH DISTRICT	10/01/89	13.00
VANALKENBURG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/20/89	200.00
VELASQUEZ	POLICE OFFICER	EIGHTH DISTRICT	12/30/88	35.00
VELEZ	POLICE OFFICER	TRAINING DIVISION	3/13/89	152.50
VERKIL	POLICE OFFICER	RECRUIT TRAINING	9/29/89	57.00
VILLARREAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/89	34.00
VOST	POLICE OFFICER	SIXTEENTH DISTRICT	7/05/89	35.00
WALZAK	POLICE OFFICER	EIGHTH DISTRICT	4/21/89	11640.25
WALLACE	POLICE OFFICER	EIGHTH DISTRICT	10/23/89	35.00
WATINS	POLICE OFFICER	SECOND DISTRICT	10/07/89	102.00
WILSON	POLICE OFFICER	THIRD DISTRICT	10/07/89	449.00
WINSBERG	POLICE OFFICER	YOUTH DIVISION AREA FOUR	10/10/89	185.00
WISBOH	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	1175.00
WOLAK	POLICE OFFICER	TENTH DISTRICT	11/13/89	13.00
WORTHAM	POLICE OFFICER	GOVERNMENT SECURITY DETAIL	6/06/89	37.80
WRIGHT	POLICE OFFICER	SIXTH DISTRICT	4/21/89	1100.00
YANEY	POLICE OFFICER	SIXTH DISTRICT	5/23/89	90.00
ZIOLKOWSKI	POLICE OFFICER	FIRST DISTRICT	11/27/88	40.00
ZOLLER	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	3/04/88	58.00
ZUEINE	POLICE OFFICER	RECRUIT TRAINING	9/01/89	32.00
ALIEA	FIRE FIGHTER	ENGINE COMPANY 124	7/06/88	488.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/21/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALTMAN	FIREFIGHTER	SQUAD 1	5/29/89	35.00
BALLENTINE	FIREFIGHTER	ENGINE COMPANY 72	11/26/89	300.00
BALTZAR	FIREFIGHTER	UNKNOWN	3/15/89	30.00
BANGA	PARAMEDIC	AMBULANCE 13	10/30/89	413.00
BANKS	FIREFIGHTER	ENGINE COMPANY 162	1/05/88	2032.95
BARZ	PARAMEDIC	AMBULANCE 27	3/29/87	100.00
BIEMAN	LIEUTENANT	ENGINE COMPANY 79	4/15/89	374.00
BINETTI	FIREFIGHTER	ENGINE COMPANY 110	11/13/89	20.00
BORUCKI	FIREFIGHTER	ENGINE COMPANY 32	6/02/88	728.00
BREAUX	PARAMEDIC	AMBULANCE 7	9/09/89	219.50
BUCHANAN	PARAMEDIC	AMBULANCE 7	3/04/88	153.00
CACICH	FIREFIGHTER	REPAIR SHOP	11/16/88	250.00
CAMPBELL	FIREFIGHTER	ENGINE COMPANY 43	9/15/89	90.00
CLOUTIER	PARAMEDIC	AMBULANCE 25	9/05/89	73.00
COFFEY	FIREFIGHTER	TRUCK 39	10/22/89	146.00
DALTON	FIREFIGHTER	SQUAD 6	9/13/79	35.00
DISTEFANO	FIREFIGHTER	ENGINE COMPANY 8	3/25/89	30.00
DOYLE	ENGINEER	UNKNOWN	3/31/89	45.00
DYPER	FIREFIGHTER	SQUAD 2	9/15/89	35.00
ENGLEHARDT	FIREFIGHTER	TRUCK 33	9/08/89	3533.00
FABER	ENGINEER	ENGINE COMPANY 45	11/16/89	189.00
FLAVIN	FIREFIGHTER	ENGINE COMPANY 23	9/15/87	154.00
GORDON	PARAMEDIC	DISTRICT RELIEF 5	2/23/89	92.95
GREVE	CAPTAIN	TRUCK 7	4/16/89	25.25
GUIDIZI	PARAMEDIC	AMBULANCE 17	2/12/89	35.00
GUNDLACH	PARAMEDIC	ENGINE COMPANY 95	2/16/89	71.00
HARRIS	PARAMEDIC	UNKNOWN	7/20/89	45.00
HAUBER	FIREFIGHTER	ENGINE COMPANY 56	12/26/86	380.00
HEIERLING	CAPTAIN	TRUCK 15	1/31/89	911.61
HEFMAN	FIREFIGHTER	DISTRICT RELIEF 1	3/21/85	662.00
HODGE	FIREFIGHTER	TRUCK 31	5/04/84	186.88
HOOVER	PARAMEDIC	EMS CITY WIDE RELIEF	11/22/80	35.00
HOMARD	LIEUTENANT	ENGINE COMPANY 49	6/06/89	50.00
JANISCH	PARAMEDIC	DISTRICT RELIEF 2	7/18/89	838.80
JOHNSON	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	790.00
KELTY	ENGINEER	ENGINE COMPANY 120	5/16/89	17.00
KESSELL	FIREFIGHTER	SQUAD 4	10/16/89	80.00
KESSELL	PARAMEDIC	TRUCK 48	9/12/89	105.00
KLEINICK	PARAMEDIC	UNKNOWN	8/12/89	135.00
KULINSKI	FIREFIGHTER	TRUCK 31	10/16/89	4631.45
LAFORTA	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	6/06/88	215.00
LAWRENCE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	12/29/87	157.91
LAWSON	FIREFIGHTER	ENGINE COMPANY 54	4/24/89	140.40
MAGLIANO	PARAMEDIC	AMBULANCE 43	10/27/89	65.00
MAGUIRE	FIREFIGHTER	TRUCK 3	3/07/87	50.00
	FIREFIGHTER	UNKNOWN	12/28/87	800.00
	FIREFIGHTER	FIRE SUFFRESSION HEADQUARTERS	9/30/88	283.75
	LIEUTENANT	ENGINE COMPANY 23	9/24/89	210.00
	ENGINEER	BATTALION 10	6/05/89	155.00

3/21/90

REPORTS OF COMMITTEES

12921

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 3/21/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
MALONE	PARAMEDIC	AMBULANCE 4	2/02/88	395.00
MATRASKO	FIREFIGHTER	ENGINE COMPANY 43	10/19/89	340.00
MCGUINNNESS	PARAMEDIC	AMBULANCE 21	7/31/89	55.00
MCKEE	LIEUTENANT	TRUCK 32	6/05/89	90.35
MCNEE	ENGINE COMPANY 117	ENGINE COMPANY 117	9/18/88	1500.00
MCHANUS	LIEUTENANT	OFFICE OF THE FIRE COMMISSIONER	1/28/84	290.00
MCMARRA	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	89.70
MCMICHOLAS	FIREFIGHTER	TRUCK 18	2/03/89	1903.92
MUGNAI	FIREFIGHTER	BATTALION 11	3/24/89	2852.00
NEIDENBACH	FIREFIGHTER	SQUAD 2	11/13/89	34.00
NELSON	LIEUTENANT	DISTRICT RELIEF 6	9/27/88	112.00
NOY	CAPTAIN	DISTRICT RELIEF 2	10/27/89	670.50
ODONNELL	PARAMEDIC	DISTRICT RELIEF 2	7/27/89	60.00
FARLICH	ENGINEER	ENGINE COMPANY 127	9/25/89	32.00
PAUKSTYS	FIREFIGHTER	ENGINE COMPANY 77	8/05/88	50.00
PERKINS	FIREFIGHTER	ENGINE COMPANY 75	7/20/87	234.00
PETERSON	PARAMEDIC	AMBULANCE 46	9/14/89	1953.00
PETRASEK	CAPTAIN	ENGINE COMPANY 47	6/02/86	65.00
PIWINSKI	PARAMEDIC	AMBULANCE 16	7/09/89	192.85
FODLASEK	FIREFIGHTER	TRUCK 34	11/18/89	179.00
POWELL	FIREFIGHTER	TRUCK 37	7/14/86	130.00
FRATT	PARAMEDIC	UNKNOWN	7/26/89	212.00
FRATT	PARAMEDIC	UNKNOWN	11/08/89	586.00
KAUKA	PARAMEDIC	AMBULANCE 42	11/17/89	50.00
KEED	PARAMEDIC	UNKNOWN	3/30/88	356.36
RIEHEF	ENGINEER	ENGINE COMPANY 74	9/18/89	2260.00
ROBINSON	FIREFIGHTER	SQUAD 1	7/30/89	2440.00
RODRIGUEZ	FIREFIGHTER	TRUCK 32	9/17/89	120.00
ROBERS	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	1184.00
ROTZA	PARAMEDIC	AMBULANCE 31	10/22/88	48.84
RUTKA	FIREFIGHTER	UNKNOWN	7/25/89	203.00
SAHFEY	FIREFIGHTER	TRUCK 36	10/19/89	61.25
SHUKSTOR	FIREFIGHTER	ENGINE COMPANY 126	9/18/83	37.00
SINDPOLI	PARAMEDIC	DISTRICT RELIEF 3	9/11/89	180.10
SORCZAK	LIEUTENANT	EMERGENCY PREPAREDNESS DISTRICT	3/04/89	140.00
SPICEP	FIREFIGHTER	TRUCK 15	9/24/89	58.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	3847.95
STROUD	FIREFIGHTER	TRUCK 42	10/24/89	81.00
STUECKLEN	FIREFIGHTER	ENGINE COMPANY 30	1/30/89	407.25
THIELSEN	FIREFIGHTER	DISTRICT RELIEF 2	12/17/84	35.00
THIELSEN	FIREFIGHTER	ENGINE COMPANY 98	8/28/89	965.00
THOMAS	FIREFIGHTER	ENGINE COMPANY 28	5/14/87	30.00
THOMPSON	FIREFIGHTER	ENGINE COMPANY 45	11/02/88	687.50
TITO	FIREFIGHTER	ENGINE COMPANY 38	9/15/88	20.00
TORRENCE	FIREFIGHTER	TRUCK 32	8/01/89	114.00
TOURE	FIREFIGHTER	ENGINE COMPANY 19	9/23/89	20.00
VALADEZ	FIREFIGHTER	ENGINE COMPANY 57	10/14/89	45.00
VANAUKEN	PARAMEDIC	AMBULANCE 45	4/19/89	30.00
VANAUKEN	PARAMEDIC	AMBULANCE 32	8/06/89	60.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/21/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
VANDER	PARAMEDIC	UNKNOWN	7/27/88	36.50
VINSON	FIREFIGHTER	TRUCK 34	7/05/89	3068.29
WILSH	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	520.00
ZIEN	PARAMEDIC	AMBULANCE 20	8/20/87	554.90
ZIUBEK	FIREFIGHTER	TRUCK 41	1/18/82	1798.20

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/21/90

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HOSEA	POLICE OFFICER	TENTH DISTRICT	2/02/86	1485.00
JERRY	POLICE OFFICER	TENTH DISTRICT	9/10/89	100.00
CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	3364.72
JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	3733.75
DEVONDELEAR	POLICE OFFICER	TWENTIETH DISTRICT	12/05/79	100.00
DAVID	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/09/89	108.00
THOMAS	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	2/07/88	340.00
ROBERT E	POLICE OFFICER	TWENTIETH DISTRICT	11/15/89	820.90
ROBERT	POLICE OFFICER	COMMUNICATIONS DIVISION ADMINI	9/22/89	108.00
ROBERT G	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/06/86	205.44
TERRENCE	POLICE OFFICER	RECRUIT TRAINING	10/30/88	3083.96
CAROL L	POLICE OFFICER	TWENTIETH DISTRICT	6/24/89	213.00
LARENCE J	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/26/86	621.00
PATRICK D	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	55.00
RICHARD	POLICE OFFICER	TENTH DISTRICT	8/21/89	471.00
PATRICIA	POLICE OFFICER	RECRUIT TRAINING	10/29/88	3176.25
PETER R	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	3338.25
SUSAN P	POLICE OFFICER	BEVENTEENTH DISTRICT	8/17/89	127.00
ALAN R	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/15/89	35.00
JAMES P	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVI8I	7/12/89	888.00
EUGENE	POLICE OFFICER	TWELFTH DISTRICT	1/27/85	170.00
JOSEPH M	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION 8	9/23/89	85.00
ALBERT J	POLICE OFFICER	FIRST DISTRICT	7/23/89	68.75
JOHN	POLICE OFFICER	ELEVENTH DISTRICT	8/18/89	274.25
DANIEL	POLICE OFFICER	FIFTH DISTRICT	9/17/88	1188.00
GARY J	PARAMEDIC	AMBULANCE 44	5/31/88	28.00
JOHN	PARAMEDIC	AMBULANCE 42	7/14/88	1033.00
JAMES B	FIREFIGHTER	ENGINE COMPANY 29	11/19/88	56.00
FRANK	CAPTAIN	FIRE PREVENTION	7/27/89	80.50
KENNETH				

(Continued from page 12913)

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

*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 Earth Day '90 Chicago, Incorporated, for April 4, 1990 -- citywide.

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

*Action Deferred -- ISSUANCE OF CITY OF CHICAGO GAS SUPPLY
REVENUE BONDS, 1990 SERIES (THE PEOPLES GAS
LIGHT AND COKE COMPANY PROJECT).*

The Committee on Finance submitted the following report which was, on motion of Alderman Burke and Alderman Huels, *Deferred* and ordered published.

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of City of Chicago Gas Supply Revenues Bonds, 1990 Series (The Peoples Gas Light and Coke Company Project), in an amount not to exceed \$75,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of the Constitution, with the power to adopt ordinances and take actions relating to its government and affairs; and

WHEREAS, The Peoples Gas Light and Coke Company (the "Company"), a corporation organized and existing under the laws of the State of Illinois, wishes to acquire, construct, install and improve or to complete the acquisition, construction, installation and improvement of facilities for the supplying and distribution of gas located wholly within and throughout the City, including, but not limited to, distribution mains, service pipes, meters, pressure regulators, pipelines, monitoring and regulating systems, power operating equipment, building and building improvements (collectively, the "Project"), and wishes to have the City issue its revenue bonds to finance the cost of the Project, including costs related to the issuance and sale of the bonds and the financing of the Project and interest on the bonds during the period of acquisition, construction, installation and improvement of the Project; and

WHEREAS, The City considers it desirable to assist in the acquisition, construction, installation and improvement of the Project by issuing its revenue bonds to finance the cost of the Project in order to further the public purposes of the City by aiding in the providing of a safe, economical and efficient gas supply for the residences and businesses in the City, thereby promoting a favorable climate in the City of new and improved job opportunities by promoting the retention and expansion of commercial, industrial and manufacturing facilities in the City and improving the welfare and prosperity of the City and its inhabitants; and

WHEREAS, In furtherance of the aforesaid public purposes, the City desires to issue not to exceed \$75,000,000 aggregate principal amount of its Gas Supply Revenue Bonds, 1990 Series (The Peoples Gas Light and Coke Company Project) (the "Bonds") in one or more series at one or more times, not later than August 1, 1990, in order to finance the cost of the Project as aforesaid; and

WHEREAS, The Bonds will be issued pursuant to one or more Indentures of Trust or Supplements thereto (collectively, the "Indentures") to be dated as of the first day of the month during which the Bonds are issued and to be between the City and such party as shall be designated in the Indentures to act as trustee thereunder (the "Trustee"), and the proceeds of the issuance and sale of the Bonds will be loaned by the City to the Company to finance the cost of the Project pursuant to one or more Loan Agreements or Supplements

thereto (collectively, the "Loan Agreements") to be dated the same date as the related Indentures and to be between the City and the Company; and

WHEREAS, The City desires to sell the Bonds to an underwriting syndicate or selling group managed by Shearson Lehman Hutton, Incorporated, and such other underwriters (collectively, the "Underwriters") as may be identified in one or more Contracts of Purchase (the "Contracts of Purchase") to be dated the date of execution thereof and to be among the City, the Company and the Underwriters; and

WHEREAS, The Company has agreed to modify its evidentiary presentation in the general rate proceeding pending before the Illinois Commerce Commission, Ill. C.C. Docket No. 90-0007, to reflect the effect of the Bonds in the determination of cost of capital; and

WHEREAS, The Company has agreed to pay to the City a financing fee for issuing the Bonds, determined in accordance with the Contracts of Purchase, and to pay all out-of-pocket expenses of the City in that connection; and

WHEREAS, The Committee on Finance of the City has conducted a public hearing concerning the proposed issuance of the Bonds and the proposed Project in compliance with Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, The Bonds will utilize a portion of the City's unused "volume cap" (within the meaning of Section 146 of the Code) for calendar year 1989 and will not require an allocation of the City's volume cap for calendar year 1990; now, therefore,

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

SECTION 1. Authorization of and Security for the Bonds. The City is hereby authorized to issue and sell not to exceed \$75,000,000 aggregate principal amount of the Bonds in one or more series and at one or more times, not later than August 1, 1990, to the Underwriters as provided in the Contracts of Purchase, as executed, at purchase prices of not less than 97% of the principal amount thereof plus accrued interest, if any, to the date of purchase for the purpose of providing funds to pay all or a portion of the costs of acquiring, constructing, installing and improving the Project and costs of issuing the Bonds and other costs related to the financing of the Project and interest on the Bonds during the period of acquisition, construction, installation and improvement of the Project. Receipt by the Trustee of payment for the Bonds shall constitute payment to the City of the purchase price for the Bonds.

The Bonds shall be issuable only as fully registered Bonds without coupons in the denomination of \$5,000 and any integral multiple thereof. Unless the City shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward. The Bonds shall be dated, except as otherwise provided in the related Indenture, as of the first or the fifteenth day of the month during which the Bonds are issued or the preceding month. The Bonds shall mature as provided in the related Indenture, but not later than thirty-five years from their date. Interest on the Bonds shall be payable semiannually.

The Bonds of each series shall bear interest from their date for a period (a "Rate Period") of from one year up to the number of years until the final maturity of such Bonds at a rate

not in excess of twenty percent (20%) per annum, with the length of the initial Rate Period for each series of Bonds and the rate to be borne by such Bonds for such initial Rate Period to be determined by the Mayor or the City Comptroller prior to the issuance of such Bonds after consultation with the Underwriters and the Company. Any such series of Bonds may bear interest at a single fixed interest rate for a single Rate Period until maturity (in which case the initial Rate Period for such Bonds shall terminate on the maturity date of such Bonds), or may bear interest for each Rate Period after the initial Rate Period (each such Rate Period after the initial Rate Period to be of a length equal to one year or any integral multiple thereof as provided in the related Indenture) at a rate (the "Adjusted Interest Rate") equal to that rate which, in the judgment of the Remarketing Agent (the "Remarketing Agent") serving as such under the related Indenture, would produce as nearly as possible a par bid for such Bonds in the secondary market on the first day of such Rate Period.

Notwithstanding the foregoing, the Adjusted Interest Rate for any series of Bonds shall not exceed twenty percent (20%) per annum.

The Bonds shall be subject to mandatory and optional redemption as provided in the related Indenture.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the City payable solely from the amounts payable (the "Revenues") by the Company pursuant to the Loan Agreements, including amounts payable on the first and refunding mortgage bonds (the "First Mortgage Bonds") to be issued by the Company to evidence its obligation to repay the loan of the proceeds of the Bonds (except as provided in the Indentures and the Loan Agreements to the extent paid out of moneys attributable to the Bond proceeds of the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund under the Indenture and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture and the Loan Agreements. No owner of any of the Bonds shall have the right to compel any exercise of the taxing power of the City to pay the Bonds, or the interest or the premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indentures contained, against any past, present or future member, alderman, officer, employee or agent of the City, either directly or indirectly or through the City or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, alderman, officer, employee or agent, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indentures and the issuance of any of the Bonds.

After consultation with the Underwriters and the Company, the Mayor and the City Comptroller of the City are hereby authorized and directed to fix the aggregate principal amount of the Bonds, the aggregate principal amount of the Bonds of each series, the

designation of each series of the Bonds, the dated date of the Bonds of each series, the date of issuance of each series of Bonds, the maturity date or dates of each series of the Bonds, the redemption provisions applicable to each series of the Bonds, the initial interest rate or rates to be borne by each series of the Bonds and the initial Rate Periods during which such rates are to be applicable, the tender provisions applicable to each series of the Bonds and the sale price. The execution of the Bonds of any series by the Mayor or the City Comptroller of the City shall constitute conclusive evidence of such officer's fixing of the aforesaid provisions.

The City Council hereby finds that the issuance and sale of the Bonds to finance the cost of acquiring, constructing, installing and improving the Project will further the public purposes of the City as recited in the preamble of this ordinance.

SECTION 2. Authorization of Indentures. The Indentures, in substantially the forms presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall pledge and assign certain of its rights under the Loan Agreements to the Trustee for the benefit of the owners of the Bonds upon the terms and conditions as set forth in said forms of Indentures, submitted to and reviewed by the City Council on the date hereof, are hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Indentures with such changes therein as the Mayor or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 3. Authorizaton of Loan Agreements. The Loan Agreements, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City shall loan the proceeds of the Bonds to the Company to be used to defray the costs of the Project upon the terms and conditions as set forth in said forms of Loan Agreements, submitted to and reviewed by the City Council on the date hereof, are hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Loan Agreements with such changes therein as the Mayor or the City Comptroller, as the case may be, shall deem advisable, the signature of such officer being conclusive evidence of such approval thereof.

SECTION 4. Authorization of Contracts of Purchase. The Contracts of Purchase, in substantially the form presented to this meeting and filed with this ordinance in the records of the City Council, under which the City agrees to sell the Bonds to the Underwriters upon the terms and conditions as set forth in said forms of Contracts of Purchase, submitted to and reviewed by the City Council on the date hereof, are hereby approved, and the Mayor or the City Comptroller is hereby authorized to execute and deliver the Contracts of Purchase, with the concurrence of the Chairman of the Committee on Finance of the City, with such changes therein as the Mayor or the City Comptroller, as the case may be, and the Chairman of the Committee on Finance of the City shall deem advisable, including amendments to accommodate a selling group, the signatures of such officers being conclusive evidence of such approval.

SECTION 5. Authorization of Official Statement. Distribution of a Preliminary Official Statement or Preliminary Official Statements and a final Official Statement or Official Statements in connection with the offering of the Bonds for sale is hereby authorized and approved.

SECTION 6. Approval of Bonds; Execution of Bonds and Documents. The forms of the Bonds set forth in the Indentures presented to this meeting, subject to appropriate insertions and revisions in order to comply with the provisions of the Indentures (as executed) or the ordinance be, and the same hereby are, approved, and when the same shall be executed on behalf of the City in the manner contemplated by the Indentures and this ordinance they shall represent the approved forms of the Bonds of the City. The Mayor or the City Comptroller of the City is hereby authorized and directed to cause the Bonds to be prepared in the forms now before this meeting and hereby approved subject to appropriate insertions and revisions in order to comply with the provisions of the Indentures (as executed) and this ordinance. The Bonds shall be executed in the name of the City with the manual or facsimile signature of the Mayor or the City Comptroller and shall be attested with the manual or facsimile signature of the City Clerk and the corporate seal of the City or facsimile thereof shall be imprinted or impressed on each Bond. The Mayor, the City Comptroller or the City Clerk of the City is hereby authorized and directed to deliver the Bonds to the Trustee for authentication, as so executed, for and on behalf of, and as the act and deed of, the City in the manner provided in the Indentures, as executed, and the Trustee is hereby requested to authenticate the Bonds in accordance with Indentures.

If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the City, although at the nominal date of such Bonds any such person shall not have been such officer of the City.

SECTION 7. Information Return for Private Activity Bond Issues on Form 8038. The Mayor or the City Comptroller of the City is hereby authorized and directed to cause to be prepared an Information Return for Private Activity Bond Issues on Form 8038 with respect to the Bonds and to execute such Form 8038 and to file or cause such Form 8038 to be filed with the Internal Revenue Service, all in accordance with the provisions of Section 149(e) of the Code, and proposed Treasury Regulation Section 1.49(e)-1T, any such Form 8038 to be based upon information the accuracy of which has been certified by the Company.

SECTION 8. Appointment of the Remarketing Agent. Shearson Lehman Hutton, Inc., and Goldman, Sachs & Co., acting jointly, are hereby appointed as the initial Remarketing Agent under the Indentures. The Mayor or the City Comptroller of the City is hereby authorized to act on behalf of the City in connection with the replacement of the Remarketing Agent as provided in the Indentures.

SECTION 9. Further Authority. The Mayor or City Comptroller of the City is hereby authorized and directed to execute and deliver a certificate or certificates to substantiate the conclusion that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated or proposed thereunder, such certificate or certificates to be based upon information the accuracy of which has been certified by the Company. The City shall, and the officers and agents of the City are hereby authorized and directed to take such action and execute such other documents, financing statements, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds, the Indentures, the Loan Agreements and the Contracts of Purchase, as executed, and all acts and doings of the officers of the City which are in conformity with the purposes and intent of this ordinance and in furtherance of the issuance and sale of the Bonds and the financing of the Project shall be, and are hereby in all respects, authorized, approved and confirmed.

SECTION 10. Public Approval. The passage and approval of this ordinance shall constitute the "public approval" required by Section 147(f)(2) of the Code.

SECTION 11. Severability. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 12. Inconsistent Ordinances, Resolutions and Orders. To the extent that any ordinances, resolutions and orders, or parts thereof, conflict with the provisions of this ordinance, the provisions of this ordinance shall control.

SECTION 13. Ordinance Irrepealable. After Bonds of any series are issued, this ordinance shall be and remain irrepealable, until such Bonds and the premium, if any, and interest thereon shall have been fully paid, cancelled and discharged.

SECTION 14. Effective Date. This ordinance shall be in full force and effect upon its passage and approval as by law provided.

(Fixed Rate) Indenture of Trust and Loan Agreement, (Adjustable Rate) Indenture of Trust and Loan Agreement and Contract of Purchase attached to this ordinance read as follows:

City Of Chicago, Illinois

To

The First National Bank Of Chicago

As Trustee.

Indenture Of Trust

Securing Gas Supply Revenue Bonds, 1990 Series A.

(The Peoples Gas Light And Coke Company Project)

Dated As Of May 1, 1990.

This Indenture of Trust, dated as of May 1, 1990, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter defined as the "Issuer"), and The First National Bank of Chicago, a banking association organized and existing under the laws of the United States of America with its principal corporate trust office located at One First National Plaza, Suite 0126, Chicago, Illinois 60670, as Trustee (hereinafter defined as the "Trustee").

Recitals:

A. The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution.

B. Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has entered into the Agreement (as hereinafter defined) with The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), providing for the undertaking by the Issuer of the financing of a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal

Revenue Code of 1986, as amended, which facilities are generally described in Exhibit A to the Agreement, and which facilities are located in and within the corporate boundaries of the Issuer and constitute the "Project" as defined in the Agreement.

C. The Agreement provides that, in order to finance a portion of the cost of the Project, the Issuer will issue and sell its Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds"); that the Issuer will loan to the Company the proceeds received from the sale of the Bonds in order that the Company may acquire, construct and improve the Project; and that the Bonds will be secured by a pledge of certain rights of the Issuer under the Agreement and of the First Mortgage Bonds as hereinafter defined.

D. The execution and delivery of this Indenture have been in all respects duly and validly authorized by ordinance duly adopted by the Issuer.

E. The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form and Trustee's certificate of authentication is also to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[Form Of Bond]

No. R-

\$

United States Of America

State Of Illinois

City Of Chicago, Illinois

Gas Supply Revenue Bond, 1990 Series A.

(The Peoples Gas Light And Coke Company Project)

Interest
Rate

Maturity
Date

C.U.S.I.P.

Registered Owner:

Principal Amount:

City of Chicago, Illinois (the "Issuer"), a municipal corporation and a home rule unit of government of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for in accordance with the hereinafter described Indenture, the Principal Amount stated above, and to pay (but only out of the sources hereinafter provided) interest on said Principal Amount at the rate per annum specified above from the May 1 or November 1 to which interest has been paid next preceding the date of authentication of this Bond, unless this Bond is authenticated on a May 1 or November 1 to which interest has been paid, in which event this Bond shall bear interest from such May 1 or November 1, or unless no interest has been paid on this Bond (or on any Predecessor Bond, as defined in the hereinafter described Indenture), in which event this Bond shall bear interest from its date, at the rates determined as described herein and in the Indenture (calculated on the basis of a year of 360 days consisting of twelve 30-day months), payable on May 1 and November 1 of each year, commencing November 1, 1990, until payment in full of such Principal Amount. Interest shall also accrue on any overdue principal, premium, if any, and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid at the rate of interest borne by this Bond for the applicable period that such principal, premium, if any, or interest, as the case may be, is overdue. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person who is the registered owner of this Bond at the close of business on the applicable record date, as provided in the Indenture, next preceding such interest payment date. Payment of interest on the Bonds shall be made by check or draft mailed to the registrated owners at their addresses as they appear on the registration books of the Issuer maintained by the Trustee or at such other addresses as are furnished to the Trustee in writing by such registered owners; provided that payment of interest on the Bonds may be made by wire transfer to each registered owner of at least \$1,000,000 in principal amount of Bonds as of the record date immediately preceding the applicable interest payment date if such registered owner shall have given written notice to the Trustee on or before the second Business Day (as hereinafter defined) immediately preceding such record date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. Principal of and premium, if any, on this Bond shall be payable upon surrender thereof in lawful money of the United States of America at the principal corporate trust office of The First National Bank of Chicago, in Chicago, Illinois or its successor in trust (the "Trustee").

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It Is Hereby Certified, Recited And Declared, That all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk and its corporate seal to be impressed or imprinted hereon, all as of the first day of May, 1990.

City Of Chicago, Illinois

By: _____ [Facsimile]
Mayor

Attest:

[Facsimile]
City Clerk

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

Date of Authentication:

The First National Bank
of Chicago,
as Trustee:

Authorized Officer

[Reverse Of Bond]

This Bond is one of a duly authorized issue of Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (hereinafter referred to as the "Bonds"), limited in aggregate principal amount to \$75,000,000, issued for the purpose of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities (the "Project") for The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), pursuant to an Indenture of Trust dated as of May 1, 1990, between the Issuer and the Trustee (which Indenture as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"). Under the terms of a Loan Agreement dated as of May 1, 1990, between the Issuer and the Company (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"), proceeds from the sale of the Bonds are to be loaned by the Issuer to the Company and the Company is to acquire, construct and improve the Project. The Bonds are secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are or may be issued and secured.

This Bond is transferable by the registered owner hereof or his duly authorized attorney at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form with guaranty of signature satisfactory to the Trustee. Upon any such transfer, a new fully registered Bond or Bonds without coupons of the same maturity, of authorized denomination or denominations, and in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered may be deemed the absolute owner hereof by the Issuer and the Trustee for the purpose of rendering payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and any notice to the contrary shall not be binding upon the Issuer or the Trustee.

The Bonds are issuable only as fully registered bonds without coupons in the denomination of \$5,000 each or any integral multiple thereof. Upon payment of the charges provided in the Indenture, Bonds may be exchanged, at the option of the registered owner thereof, for an equal aggregate principal amount of fully registered Bonds of the same maturity of any other authorized denomination, upon the surrender thereof at the principal corporate trust office of the Trustee in Chicago, Illinois with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Issuer and the Trustee, duly executed by the registered owner or his duly authorized attorney.

The Bonds are subject to optional redemption by the Issuer, at the direction of the Company, in whole or in part (and if in part, by lot in such manner as may be designated by the Trustee), on or after May 1, _____, at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued interest, if any, to the redemption date.

Redemption Dates	Redemption Price
May 1, _____, through April 30, _____	%
May 1, _____, through April 30, _____	%
May 1, _____, and thereafter	100%

The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems its First and Refunding Mortgage Bonds, Series BB due May 1, _____ (the "First Mortgage Bonds"), upon the acquisition by any federal, state or municipal authority of all or any substantial portion (at least one-third on the basis of book values) of the income producing properties of the Company which are subject to the lien of that certain Mortgage dated January 2, 1926 from Chicago By-Product Coke Company to Illinois Merchants Trust Company, as trustee, as amended and supplemented (and to which the Company and Continental Bank, N.A., as trustee are presently parties).

The Bonds are subject to optional redemption by the Issuer, at the direction of the Company, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, upon the occurrence of certain events described in the Indenture (relating to unreasonable burdens or excessive liabilities imposed upon the Company; changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies or technological or other changes rendering the Project uneconomic; court order or decree preventing operations at the Project or rendering the continuation of the Project's operations economically unfeasible).

The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any owner thereof, other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder. Any determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any owner of the Bonds (other than an owner who is a "substantial user" of the Project or a

"related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in the principal amount of \$5,000 or any integral multiple thereof) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result.

In the event any of the Bonds or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee, by mailing a copy of the redemption notice by first-class mail to the registered owner of each Bond to be redeemed, at the address shown on the registration books of the Issuer maintained by the Trustee, not more than sixty and not less than thirty days prior to the redemption date; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and pursuant to an ordinance of the City Council of the Issuer. This Bond and the series of which it forms a part are limited obligations of the Issuer payable solely out of the revenues and receipts derived by the Issuer under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), which revenues and receipts include among other things the payments made on one or more First Mortgage Bonds, delivered by the Company pursuant to the Agreement. No owner of any of the Bonds has the right to compel any exercise of taxing power of the Issuer to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds do not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid by the Company to the Trustee and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A", and all such payments have been duly pledged and assigned to the Trustee under the Indenture to secure payment of such principal, premium, if any, and interest.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future member, councilman, officer or employee of the Issuer, or through the Issuer, or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, councilman, officer or employee, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to

any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an event of default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form Of Assignment]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif. Gifts/Transfers Min. Act -- : _____ Custodian: _____
(Cust.) (Minor)

Under Uniform Gifts/Transfers to Minors
Act: _____
(State)

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common.

Additional abbreviations may also be used
though not in the above list.

Assignment.

For Value Received, The undersigned sells, assigns and transfers unto:

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ Attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

F. The execution and delivery of the Bonds and of the Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done.

Now, Therefore, This Indenture Of Trust Witnesseth:

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, One Dollar duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

Granting Clause First.

All of the rights and interest of the Issuer in and to the First Mortgage Bonds (as hereinafter defined) and the Agreement, except for the rights of the Issuer under Sections 5.3 and 6.4 of the Agreement; and

Granting Clause Second.

All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone in its behalf, or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms above.

To Have And To Hold, All and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust and assigns forever.

In Trust Nevertheless, Upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein).

Provided, However, That if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article IV hereof or shall provide, as permitted by Article XIV hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, And it is expressly declared, that all bonds issued and secured hereunder are to be issued, authenticated and delivered and the revenues and receipts derived from the Project hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds, as follows:

Article I.

Definitions.

In this Indenture and any indenture supplemental hereto (except as otherwise expressly

provided or unless the content otherwise requires) the singular includes the plural, the masculine includes the feminine, and the following terms shall have the meanings specified in this Article, unless the context otherwise requires:

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time supplemented and amended.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A created by Section 402 hereof.

"Bondholder" or "holder" or "owner" means the registered owner of any Bond.

"Bonds" means the \$75,000,000 aggregate principal amount of Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project), to be issued by the Issuer hereunder.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the Principal Office of the Trustee is located are authorized by law or executive order to close (and the Trustee is in fact closed).

"Certified Ordinance" means a copy of one or more ordinances certified by the City Clerk of the Issuer under its seal to have been duly adopted by the Issuer and to be in effect on the date of such certification.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Collateral Release Fund" means the Collateral Release Fund created by Section 412 hereof.

"Company" means The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted in Section 5.1 of the Agreement.

"Construction Fund" means City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A created by Section 406 hereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 901 hereof.

"Exempt Facilities" means facilities (i) which constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) qualify as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses, including counsel fees, incurred under the Indenture other than Ordinary Services and Ordinary Expenses including any tax or governmental charge due in connection with the exchange of any Bond which is not chargeable to the Bondholder pursuant to Section 203 hereof.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series BB, issued pursuant to the Series BB First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, N.A.), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series BB First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, N.A., as trustee under the First Mortgage Indenture, or its successor as such trustee.

"Government Obligations" means non-callable direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XII hereof.

"Interest Payment Date" means with respect to the Bonds, each May 1 and November 1, commencing November 1, 1990.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties and functions of the Issuer.

"Ordinary Services" and "Ordinary Expenses" mean those services rendered and those reasonable expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

"Outstanding" or "outstanding", in connection with Bonds means, as of the time in question, all Bonds authenticated and delivered under this Indenture, except:

A. Bonds theretofore cancelled or required to be cancelled under Section 208 hereof;

B. Bonds for the payment or redemption of which the necessary amount shall have been or shall concurrently be deposited with the Trustee or for which provision for the payment thereof shall have been made in accordance with Article XIV hereof; provided that, if such Bonds are being redeemed prior to maturity, the required notice of redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor; and

C. Bonds in substitution for which other Bonds have been authenticated and delivered; pursuant to Article II hereof.

"Person" means natural persons, partnerships, associations, corporations, trusts and public bodies.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond; and, for purposes of this definition, any Bond authenticated and delivered under Section 206 of this Indenture in lieu of a lost, stolen or destroyed Bond shall be deemed to evidence the same debt as the lost, stolen or destroyed Bond.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, which are described in Exhibit A to the Agreement, as said Exhibit A may from time to time be amended.

"Record Date" means with respect to the Bonds, the April 15 or October 15, as the case may be, next preceding an Interest Payment Date, except as otherwise described in Section 202 hereof.

"Revenues" means (i) all amounts payable in respect of the principal, premium, if any, and interest on the First Mortgage Bonds, (ii) any portion of net proceeds of the Bonds deposited with the Trustee under Section 403 hereof for the payment of accrued interest, (iii) any amounts paid into the Bond Fund from the Construction Fund, (iv) any earnings on moneys on deposit in the Bond Fund and (v) any other moneys paid by the Company pursuant to Section 4.3 of the Agreement. Revenues shall not include any amounts payable by the Company pursuant to Sections 5.3 and 6.4 of the Agreement.

"Series BB First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Trustee" means The First National Bank of Chicago, and any successor trustee appointed pursuant to Section 1105 or 1108 hereof at the time serving as successor trustee hereunder and shall include any co-trustee serving as such hereunder. "Principal Office" of the Trustee shall mean One First National Plaza, Suite 0126, Chicago, Illinois 60670.

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of Bond) refer to this Indenture as a whole.

Every "request", "order", "demand", "application", "appointment", "notice", "statement", "certificate", "consent" or similar action hereunder by the Issuer shall, unless the form thereof is specifically provided, be in writing signed by a duly authorized officer or agent of the Issuer.

All other terms used herein which are defined in the Agreement shall have the same meanings assigned to them in the Agreement unless the context otherwise requires.

Article II.

The Bonds.

Section 201. Amounts And Terms Of Bonds.

Except as provided in Section 206 hereof, the Bonds shall be limited to \$75,000,000 in aggregate principal amount, shall be designated "City of Chicago, Illinois, Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project)", and shall contain substantially the terms recited in the form of Bond above. The Bonds shall provide that principal or redemption price and interest in respect thereof shall be payable only out of the Revenues. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "C.U.S.I.P." numbers shall appear on the Bonds.

The Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the Issuer shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward.

The Bonds shall mature on May 1, _____ (subject to the provisions of Article VII hereof) and shall bear interest until paid at a per annum percentage interest rate equal to _____% (calculated on the basis of a year of 360 days consisting of twelve 30-day months). Interest shall also accrue on any overdue principal, premium, if any, and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest respecting any Bond at the rate of interest borne by such Bond for the applicable period that such principal, if any, or interest, as the case may be, is overdue.

Section 202. Interest Accrual.

The Bonds shall be dated as of May 1, 1990. Interest on the Bonds (calculated on the basis of a year of 360 days consisting of twelve 30-day months) shall be payable on May 1 and November 1 of each year, commencing November 1, 1990. Each Bond shall bear

interest from the May 1 or November 1 to which interest has been paid next preceding the date of authentication thereof, unless authenticated on a May 1 or November 1 to which interest has been paid, in which event it shall bear interest from such May 1 or November 1, or unless no interest has been paid on such Bond (or any Predecessor Bond), in which event it shall bear interest from its date. The Trustee shall insert the date of authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of Trustee to be printed on each Bond. The person who is the registered owner of any Bond at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by the Issuer or by the Trustee on behalf of the Issuer by notice mailed to the owners of Bonds not less than ten days preceding such Record Date, which Record Date shall be not more than thirty days prior to the subsequent interest payment date.

Section 203. Registration, Transfer And Exchange.

The Issuer shall cause books for the registration and transfer of the Bonds to be kept at the Principal Office of the Trustee and hereby appoints the Trustee its registrar and transfer agent to keep such books.

Upon surrender for transfer of any Bond at such office, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denomination for the aggregate principal amount which the registered owner is entitled to receive.

Any Bond shall be exchangeable for Bonds of the same series, maturity and interest rate, of any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Bonds to be exchanged shall be surrendered at the Principal Office of the Trustee, and the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive. Notwithstanding the provisions of Section 202 hereof, all Bonds delivered in exchange shall be so dated so that neither gain nor loss in interest shall result from the transfer or exchange.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Trustee), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the registered owner or by his duly authorized attorney.

No service charge shall be made for any exchange or transfer of Bonds, but the Issuer and the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Except as provided in Section 211 hereof, the Trustee shall not be required (a) to transfer or exchange any Bonds during a period beginning at the opening of business on the tenth Business Day next preceding any selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, or (b) to transfer or exchange any Bonds selected, called or being called for redemption in whole or in part.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The Issuer and the Trustee may treat the registered owner as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. The person in whose name any Bond is registered may be deemed the absolute owner thereof by the Issuer and the Trustee, and any notice to the contrary shall not be binding upon the Issuer or the Trustee.

Section 204. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any such facsimile signatures shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture and the Agreement. The Bonds shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement, to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof). No owner of any of the Bonds shall have the right to compel any exercise of taxing power of the Issuer thereof to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not

constitute an indebtedness of the Issuer thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member, councilman, officer, employee or agent of the Issuer, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, councilman, officer, employee or agent, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 205. Authentication.

No Bond shall be valid for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the security and benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 206. Mutilated, Destroyed, Lost Or Stolen Bonds.

If any Bond shall become mutilated, the Issuer shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported destroyed, lost or stolen, evidence as to the ownership thereof and the destruction, loss or theft thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like tenor and denomination. The cost of providing any substitute Bond under the provisions of this section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, destroyed, lost or stolen Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the owner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor.

Every substituted Bond issued pursuant to this Section 206 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have

been mutilated, destroyed, lost or stolen shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies.

Section 207. Temporary Bonds.

Pending preparation of definitive Bonds, or by agreement with the purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in denominations of \$5,000 or integral multiples thereof of substantially the tenor recited above. If temporary Bonds are issued, the Issuer will cause definitive Bonds to be prepared without unreasonable delay. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 208. Cancellation And Destruction Of Surrendered Bonds.

Bonds surrendered to the Trustee for payment or redemption, Bonds surrendered to the Trustee for exchange pursuant to Section 203 hereof and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Company shall be cancelled promptly and destroyed by the Trustee. The Trustee shall deliver to the Issuer a certificate of destruction in respect of all Bonds so destroyed.

Section 209. List Of Bondholders.

The Trustee will keep on file a list of names and addresses of all owners of Bonds on the registration books of the Issuer maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by owners (or a designated representative thereof) of 15% or more in principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Article III.

Issue And Delivery Of Bonds.

Section 301. Issue And Delivery Of Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the purchasers as hereinafter provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

- (1) A copy, duly certified by the City Clerk of the Issuer, of the ordinance adopted and approved by its governing body authorizing the execution and delivery of this Indenture and the Agreement, and the issuance, sale and delivery of the Bonds.
- (2) Original executed counterparts of this Indenture and the Agreement.
- (3) The executed and authenticated First Mortgage Bonds required to be assigned by the Issuer and delivered to the Trustee pursuant to the Agreement.
- (4) A written request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for account of the Issuer, of a sum equal to the purchase price thereof plus accrued interest, if any, thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited as hereinafter provided under Article IV hereof.
- (5) An opinion of Bond Counsel to the effect that the Bonds have been duly and validly issued, and setting forth the particulars thereof.

Article IV.

Revenues And Funds.

Section 401. Source Of Payment Of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 204 hereof.

Section 402. Creation Of The Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of, premium, if any, and the interest on the Bonds.

Section 403. Payments Into The Bond Fund.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount in the Construction Fund to the extent provided in Section 3.4 of the Agreement; (b) all payments in respect of the principal, premium, if any, and interest on the First Mortgage Bonds; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Upon the occurrence of an event of default hereunder which is not waived or cured, or if the Bonds shall have been paid in full (or provision therefor shall have been made in accordance herewith), or if the Bonds should be redeemed as herein provided, any moneys then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from Revenues promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any other source other than Revenues.

Section 404. Use Of Moneys In The Bond Fund.

Except as provided in Section 411 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article VII hereof.

Section 405. Custody Of The Bond Fund.

The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the

Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 406. Creation Of The Construction Fund; Disbursements.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A" (which is sometimes herein referred to as the "Construction Fund"). The balance of the proceeds received by the Issuer upon the sale of Bonds remaining after the deposit of the accrued interest in the Bond Fund has been made in accordance with Section 3.2 of the Agreement, shall be deposited in the Construction Fund. The Issuer hereby authorizes and directs the Trustee to use the moneys in the Construction Fund for payment of the cost of the Project in accordance with the Agreement and for payment into the Bond Fund in accordance with Section 403 hereof.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Completion Date, the Trustee shall file an accounting thereof with the Issuer and the Company.

Section 407. Completion Of The Project.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the Authorized Company Representative required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund after the Completion Date (other than the amounts retained by the Trustee for costs not then due and payable or the liability for which the Company is contesting) shall be disbursed in accordance with the provisions of Section 3.4 of the Agreement.

Section 408. Non-Presentation Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds if any, within two years after the date on which the same shall have become due, together with all earnings thereon, shall be repaid by the Trustee to the Company, and thereafter bondholders shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 409. Trustee's Fees, Charges And Expenses.

The Issuer shall have no liability for any fees, charges and expenses of the Trustee or any paying agent, and the Trustee and any paying agent shall, subject to the provisions of Section 1102 hereof, look only to the Company for payment of their fees, charges and expenses as provided in the Agreement and in this Indenture. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and its counsel and paying agents which become due prior to the time the Company begins to pay the same, will be paid to the respective parties from the Construction Fund as and when the same shall become due.

Section 410. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture shall be held by the Trustee in trust and applied for the purposes herein specified.

Section 411. Repayment To The Company From The Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company as provided in Section 7.5 of the Agreement.

Section 412. Creation And Use Of Collateral Release Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Collateral Release Fund - - The Peoples Gas Light and Coke Company Project -- 1990 Series A" (which is sometimes referred to as the "Collateral Release Fund").

All Government Obligations obtained by the Trustee in substitution for First Mortgage Bonds pursuant to Section 1402 hereof shall be deposited and held in the Collateral Release Fund.

The Trustee shall determine the amount of semiannual interest which would have been due on any First Mortgage Bonds which are released pursuant to Section 1402, which amount is herein referred to as the "Semiannual Interest with Respect to Released Collateral". The principal amount of and the interest when due on the Government Obligations held in the Collateral Release Fund shall be sufficient to enable the Trustee to pay when due on the Bonds (i) an amount equal to the Semiannual Interest with respect to Released Collateral for each interest payment date from the date of deposit of such Government Obligations until the date on which the First Mortgage Bonds so released would have matured and (ii) at maturity, a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds so released.

On each Interest Payment Date with respect to the Bonds, the Trustee shall transfer from the Collateral Release Fund to the Bond Fund an amount equal to the Semiannual Interest with Respect to Released Collateral so as to enable the Trustee to pay interest on a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds which have been released. Subject to the provisions of Section 701(h) hereof applicable in the event of an optional redemption, on the principal payment date with respect to the Bonds, whether such payment is due as a result of the stated maturity, redemption or acceleration, the Trustee shall reduce all Government Obligations to cash and shall transfer such amount to the Bond Fund; provided, however, that in the event of a redemption of less than all the Bonds the Trustee will, at the direction of the Company, liquidate an amount of Government Obligations sufficient, when taken together with other funds available for such redemption, to redeem the designated principal amount of Bonds; and, provided further, that in such event an amount of Government Obligations remains in the Collateral Release Fund, the principal amount of and interest when due on which, together with payments when due on the outstanding First Mortgage Bonds, will be sufficient to pay principal of, premium, if any, and interest when due on the then outstanding Bonds. (In certain events the Company may be required to pay any deficiency pursuant to Section 4.3 of the Agreement.)

All cash and Government Obligations in the Collateral Release Fund (so long as no event of default has occurred and is continuing) shall, with the investment earnings thereon, be applied exclusively to the payment of the principal of, premium, if any, and interest on the Bonds in the same manner as payments on the surrendered First Mortgage Bonds would have been applied.

Article V.

Revenues And Application Thereof.

Section 501. Revenues To Be Paid Over To Trustee.

The Issuer will cause the Revenues to be paid to the Trustee for deposit in the Bond Fund.

Section 502. Revenues To Be Held For All Bondholders; Certain Exceptions.

Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the owners of all Outstanding Bonds, except that any portion of the Revenues representing principal or redemption price of, and interest on, any Bonds previously called for redemption in accordance with Article VII of this Indenture or previously matured shall be held for the benefit of the owners of such Bonds only and shall not be deposited or invested pursuant to Article VI hereof, notwithstanding any provision of Article VI.

Article VI.

Investment Of Moneys.

Section 601. Investment Of Bond Fund And Construction Fund Moneys.

Any moneys held as part of the Bond Fund and the Construction Fund shall at all times be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged in accordance with Section 3.7 of the Agreement. The Trustee shall reduce to cash a sufficient amount of such investments in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, or interest on the Bonds when due. The Trustee shall reduce to cash a sufficient amount of such investments in the Construction Fund whenever the cash balance in the Construction Fund is insufficient to pay amounts then due from the Construction Fund.

Section 602. Investments Through Trustee's Bond Department.

The Trustee may make any and all investments permitted by the provisions of Section 601 through its own bond department. Notwithstanding any other provision of this Article VI or Section 3.7 of the Agreement, no direction or confirmation shall direct any investment the effect of which would be to make the Bonds "arbitrage bonds" under Section 148 of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Article VII.

Redemption Of Bonds Before Maturity.

Section 701. Redemption Dates And Prices.

(a) The Bonds are subject to optional redemption by the Issuer, at the direction of the Company, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, if any of the following shall have occurred:

(i) If in the Company's reasonable judgment unreasonable burdens or excessive liabilities shall have been imposed upon the Issuer or the Company with respect to the Project or the operation thereof, including, without limitation, federal, state or other ad valorem property, income or other taxes, other than ad valorem taxes presently levied upon privately owned property used for the same general purposes as the Project; or

(ii) If changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies, or facilities necessary for the operation of the Project or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic for such purpose; or

(iii) Any court or administrative body shall enter an order or decree preventing operations at the Project for six consecutive months; or

(iv) Any court or administrative agency shall issue an order, decree or regulation, the compliance with which would, in the opinion of the Company, render the continuation of the Project's operations economically unfeasible.

(b) The Bonds are subject to optional redemption prior to maturity by the Issuer, at the direction of the Company, in whole or in part (and if in part, by lot in such manner as may be designated by the Trustee), on or after May 1, _____, and at the redemption prices

(expressed as percentages of principal amount) set forth below, plus accrued interest, if any, to the redemption date:

Redemption Dates	Redemption Price
May 1, _____, through April 30, _____	%
May 1, _____, through April 30, _____	%
May 1, _____, and thereafter	100%

(c) The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of 100% or the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of all or any substantial portion (at least one-third on the basis of book values) of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture.

(d) The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any owner thereof, other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code, and the applicable regulations thereunder. Any such determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any owner of the Bonds (other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in the principal amount of \$5,000 or any integral multiple thereof) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result.

(e) Any redemption pursuant to Section 701(a) hereof shall be on any date within 90 days from the time the Company files a written notice with the Issuer and the Trustee and directs that the Bonds are to be redeemed, which direction must be given, if at all, within 180 days following the occurrence of one of the events listed above permitting the exercise of the option.

(f) Any redemption pursuant to Section 701(b) or (c) shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(g) Any redemption pursuant to Section 701(d) hereof shall be on any date within 180 days from the time of such final determination.

(h) Upon receipt by the Trustee, at least 45 days prior to the redemption date, of sufficient assurance in the form of a notice of redemption of the First Mortgage Bonds pertaining to the Bonds that moneys are or will be available for and sufficient to effect such redemption, Bonds shall be called by the Trustee for redemption, as herein provided.

(i) If less than all Bonds then outstanding are to be called for redemption, then for all purposes in connection with redemption each \$5,000 of principal amount shall be treated as though it was a separate bond of the denomination of \$5,000 bearing the number borne by such Bond. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Trustee (1) for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption and (2) for exchange for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond and of like maturity and interest rate. Upon such redemption, new Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the registered owner thereof, without charge therefor. If the owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee, and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption and, in such event, such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Bonds be thereafter issued corresponding to said unit or units.

Section 702. Notice Of Redemption.

Notice of the call for any redemption of Bonds or portions thereof pursuant to Section 701 hereof, identifying the Bonds or portions thereof to be redeemed, and the provision or provisions of the Indenture under which the redemption is to be made, shall be given by the Trustee by mailing a copy of the redemption notice by first class mail to the registered owner of each Bond to be redeemed, at the address shown on the registration books of the Issuer maintained by the Trustee, not more than sixty and not less than thirty days prior to the redemption date; provided, however, that failure to give such notice by mailing, or any

defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred.

The Trustee may use "C.U.S.I.P." numbers in notices of redemption as a convenience to Bondholders, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as they appear on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the Indenture.

Article VIII.

Payment; Further Assurances; No Arbitrage.

Section 801. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Revenues. The Issuer hereby appoints the Trustee to act as the paying agent, and designates the Principal Office of the Trustee as a place of payment for the Bonds, such appointment and designation to remain in effect until notice of change is filed with the Principal Office of the Trustee.

Principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the Principal Office of the Trustee. Payment of interest on Bonds shall be made to the registered owners thereof and shall be paid by check or draft mailed to the registered owners at their addresses as they appear on the registration books of the Issuer maintained by the Trustee or at such other addresses as are furnished to the Trustee in writing by such registered owners; provided that payment of interest on the Bonds may be made by wire transfer to each registered owner of at least \$1,000,000 in principal amount of Bonds as of the Record Date immediately preceding the applicable interest payment date if such registered owner shall have given written notice to the Trustee on or before the second Business Day immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. Payment of the principal of and premium, if any, on the Bonds shall be made only upon presentation and surrender thereof, as the same become due, at the Principal Office of the Trustee.

Section 802. Further Assurances.

Except to the extent otherwise provided in this Indenture, the Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may

be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture.

The Issuer shall be entitled to reimbursement from the Company for any action taken pursuant to this Section 802.

Section 803. Financing Statements.

The Issuer and the Company shall execute or cause to be executed and the Company shall file or cause to be filed any and all instruments appropriate for the protection of the rights of the Trustee to the assignment of the Agreement and the First Mortgage Bonds pursuant to this Indenture.

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 901. Defaults; Events Of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

(a) Default in the due and punctual payment of interest on any Bond and the continuation thereof for sixty (60) days;

(b) Default in the due and punctual payment of the principal of and premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof or upon the maturity thereof by declaration;

(c) The occurrence of an "event of default" under the Agreement;

(d) Default in the performance or observance of any covenants, agreements or conditions on the part of the Company in the First Mortgage Indenture and continuation thereof for any grace period provided for therein; or

(e) Acceleration for any reason of the maturity of all of the First Mortgage Bonds.

Section 902. Acceleration.

Upon the occurrence of an event of default and so long as such event is continuing the

Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have as owner of First Mortgage Bonds and under the Agreement, including the right to demand redemption of First Mortgage Bonds held by it.

Upon the occurrence of an event of default described in Section 901(e) hereof, the principal, together with interest accrued thereon, of all Bonds then outstanding shall become due and payable immediately at the place of payment provided therein without the necessity of any action by the Trustee or any Bondholder, anything in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that a waiver of default and acceleration of the maturity of all the First Mortgage Bonds, pursuant to the terms thereof, shall also constitute a waiver of default described in Section 901(e) hereof and of its consequences; but no waiver shall extend to or after any subsequent default or impair any right consequent thereon.

Section 903. Remedies; Rights Of Bondholders.

Upon the occurrence of an event of default, and so long as such event is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds or on the First Mortgage Bonds then outstanding.

If an event of default shall have occurred and be continuing and if requested to do so by the owners of not less than 25% in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in subsection (i) of Section 1101 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

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

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee pursuant to Section 909 hereof or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all the right, title and interest of the Issuer in and to the Agreement and the First Mortgage Bonds, shall enforce each and every right granted to the Issuer under the Agreement and the First Mortgage Bonds. In exercising such rights and the rights given the Trustee under this Article IX, the Trustee shall take such action as, in the judgment of the Trustee applying the standards described in Section 1101 hereof, would best serve the interest of the Bondholders, taking into account the provisions, security and remedies afforded to owners of the First Mortgage Bonds.

Section 904. Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal (and premium, if any) and interest then due and unpaid upon the Bonds, without preference or priority of any kind, ratably, according to the amounts due and payable on such Bonds for principal (and premium, if any) and interest, respectively, to the persons entitled thereto, without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 905, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of, premium, if any, and interest on all bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 411 hereof.

Section 906. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 907. Rights And Remedies Of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an event of default and be continuing, (iii) the owners of not less than 25% in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1101, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more owners of the Bonds shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Section 908. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceedings or right consequent to any other or subsequent default.

Section 909. Waivers Of Events Of Default.

The Trustee may in its discretion waive any event of default hereunder and its consequences and shall do so upon the written request of the owners of not less than a majority in aggregate principal amount of all Bonds then outstanding; provided, however that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bond when due (whether at maturity or by mandatory or optional redemption or otherwise) or (b) any event of default in the payment when due after any applicable grace period of the interest on any Bond, unless prior to such waiver, all arrears of interest, with interest thereon (to the extent permitted by law), at a rate equal to the rate of interest borne by the Bonds in respect of which such default shall have occurred, and all arrears of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee and the Issuer and their counsel in connection with such default, to the extent provided for in Section 6.4 of the Agreement, shall have been paid or provided for. In case of any such waiver, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued, abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and to the Company.

Section 910. Opportunity Of The Company To Cure Breaches And Failures.

The Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation of the Issuer alleged in a written notice to the Issuer from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such breach or failure.

Article X.

Voting Of First Mortgage Bonds.

Section 1001. Voting Of First Mortgage Bonds Held By The Trustee.

The Trustee, as a holder of the First Mortgage Bonds, may attend any meeting of bondholders under the First Mortgage Indenture as to which it receives due notice. Except as otherwise herein provided, the Trustee, either at such meeting or otherwise, where the consent of holders of the First Mortgage Bonds is sought, may vote the First Mortgage Bonds held by it hereunder or otherwise consent thereto in such manner as it shall in its judgment deem to be in the interest of the owners of the Bonds. In making this judgment, the Trustee may seek consent of the owners of the Bonds and the Trustee may also rely on the advice of qualified financial advisers and consultants in making said judgment and shall be indemnified by the Company for the reimbursement of all expenses to which it may be put and to protect it against all or any action or inaction. In the event that the Trustee shall seek or be required to seek the consent of the owners of the Bonds prior to voting the First Mortgage Bonds, the Trustee shall vote the aggregate principal amount of such First Mortgage Bonds, if not precluded from doing so under the First Mortgage Indenture, in proportion to the aggregate principal amount of the Bonds represented by the votes of owners thereof on each side of the question under consideration.

Article XI.

The Trustee.

Section 1101. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage

resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1101, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV, unless the Trustee shall receive notice in writing of such default by the Issuer or by the owners of at least 25% in aggregate principal amount of all Bonds then outstanding.

(h) The Trustee shall not be required to give any Bonds or surety in respect of the execution of its trusts and powers hereunder.

(i) Before taking any action under Article IX hereof or this Section 1101 or Section 1104 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity Bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 1102. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the Company for reasonable fees for its Ordinary Services rendered hereunder and all advances and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as paying agent and Bond registrar for the Bonds. Pursuant to Section 5.2 of the Agreement, all such fees and expenses shall be paid by the Company. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1103. Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default is received by the Trustee as in said subsection

(g) provided, then the Trustee shall promptly give written notice thereof by first class mail within fifteen days, unless such default is cured or waived, to the owners of all Bonds then outstanding shown by the list of Bondholders required by Section 209 hereof to be kept at the office of the Trustee, provided that, except in the case of default in the payment of the principal of, premium, if any, or interest on any Bond, or in the payment of any sinking fund installment, the Trustee may withhold such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers, of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders.

Section 1104. Intervention By Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 1101(i), shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 1105. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1106. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice to the Issuer and to the Company and to each holder of Bonds as shown by the list of Bondholders required by Section 209 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1108 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of any Bond may petition any court of competent jurisdiction of the appointment for a successor Trustee.

Section 1107. Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 1108. Appointment Of Successor Trustee.

In case the Trustee hereunder shall:

- (a) Resign pursuant to Section 1106 hereof;
- (b) Be removed pursuant to Section 1107 hereof; or
- (c) Be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company; provided, that if a successor Trustee is not so appointed within ten days after notice of resignation is given or instrument of removal is delivered as provided under Sections 1106 and 1107 hereof, respectively, or within ten days of the Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this section shall be a trust company or bank in good standing, and, subject to the laws of the State of Illinois within or outside the State of Illinois having a reported capital and surplus of not less than \$50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article XI prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1109. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with

all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder and (2) every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1110. Trustee Protected In Relying Upon Ordinances, Et Cetera.

The ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder.

Section 1111. Successor Trustee As Trustee Of Bond Fund And Construction Fund And Paying Agent.

In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of the First Mortgage Bonds, the Agreement, the Bond Fund and the Construction Fund and paying agent for principal and interest and premium, if any, on the Bonds and the successor Trustee shall become such trustee and paying agent.

Section 1112. Trustee May Deal In Bonds.

The Trustee may in good faith buy, sell, own, hold and deal in any of the bonds and may join in any action which any Bondholder may be entitled to take with like effect as if the Trustee were not a party to the Indenture.

Section 1113. No Transfer Of First Mortgage Bonds, Exception.

Except as required to effect an assignment to a successor trustee or if an event of default has occurred hereunder, the Trustee shall not sell, assign or transfer the First Mortgage Bonds held by it hereunder.

Section 1114. Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Illinois) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 1114 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Article XII.

Supplemental Indentures.

Section 1201. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity, formal defect, omission or inconsistent provision in the Indenture (provided that such action shall not adversely affect the interests of the Bondholders);

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To subject to the Indenture additional revenues, properties or collateral;

(d) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or securities laws of any of the states of the United States of America; and

(e) To make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

Section 1202. Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing in this Section 1202 contained shall permit or be construed as permitting, without the consent of the owners of all of the Bonds at the time outstanding, (a) an extension of the maturity on any Bond or on any First Mortgage Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or First Mortgage Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a change of a purchase date or of the conditions permitting a Bondholder to tender a Bond for purchase as herein provided, or (e) except as otherwise herein provided, any release of the First Mortgage Bonds or any other collateral from the lien of this Indenture, or (f) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 1202, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to the owner of each Bond

then outstanding as shown by the list of Bondholders required by the terms of Section 209 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the owners of not less than 66-2/3% in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. The Issuer shall have the right to extend from time to time the period within which such consent and approval may be obtained by the Bondholders. Upon the execution of any such supplemental indenture as in this Section 1202 permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance therewith.

Section 1203. Consent Of Company To Supplemental Indentures.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company shall not become effective unless and until such affected party shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Company.

Article XIII.

Amendment Of Agreement.

Section 1301. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may, with the consent of the Company but without the consent of or notice to any of the Bondholders, consent to any amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, formal defect, omission or inconsistent provision (provided that such action shall not adversely affect the interests of the Bondholders), (c) so as to add additional rights of the Issuer acquired in accordance with the provisions of the Agreement, (d) so as to more precisely identify the Project or substitute or add thereto other property, or (e) in connection with any other change therein which, in the judgment of the

Trustee, shall not adversely affect the interests of the Trustee or the Bondholders. The Issuer, the Trustee and the Company may rely upon an opinion of Counsel to the effect that any such amendment is not to the prejudice of the Trustee or the owners of the Bonds. The Agreement shall not be amended without the consent of the Trustee.

Section 1302. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds without the giving of notice and the written approval or consent of the owners of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding given and procured as provided in this Section 1302; provided, that no such amendment, change or modification will, without the consent of the owners of all of the Bonds at the time outstanding, (a) reduce the percentage of the aggregate principal amount of outstanding Bonds the consent of the owners of which is required for any such amendment, change or modification or (b) decrease the amount of any payment required to be made under the Agreement or the First Mortgage Bonds or (c) extend the time for the payment of any amount required to be made under the Agreement or the First Mortgage Bonds. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders.

Article XIV.

Defeasance.

Section 1401. Satisfaction And Discharge Of The Indenture.

This Indenture and the security interest created hereby shall cease to be of further effect, and the Trustee shall execute such documents to evidence such release as may be reasonably required by the Issuer and the Company, if the Bonds secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Indenture or shall have been duly called for redemption or irrevocable instructions to call the Bonds for redemption shall have been given by the Issuer to the Trustee, and the whole amount of the principal, premium, if any, and interest due and payable upon all of the

Bonds then outstanding shall be paid or (i) sufficient moneys or (ii) Government Obligations maturing on or before the date or dates when the payments specified above shall be due, the principal amount of which and the interest thereon, when due, is or will be sufficient to make all such payments, or (iii) any combination of (i) and (ii), shall be held by the Trustee or any additional paying agent for such purposes, and provision shall also be made for paying all other sums payable hereunder, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part. If such payment or provision therefor has been made with respect to all the Bonds of any one series, the Trustee shall surrender the First Mortgage Bonds relating to such series to the Company held by it; provided, however, the Trustee shall keep and not discharge from the lien of this Indenture all moneys or Government Obligations held for the payment of principal of, premium, if any, and interest on such series of Bonds and moneys or Government Obligations held for the payment of all other sums payable hereunder.

Section 1402. Partial Release Of First Mortgage Bonds.

The Company is entitled to obtain the release of a portion of the First Mortgage Bonds held by the Trustee by either (i) surrendering to the Trustee for cancellation a like principal amount of outstanding Bonds having corresponding maturities and interest rates, or (ii) depositing with the Trustee in the account for such series in the Collateral Release Fund any combination of cash and Government Obligations, the principal amount of which and the interest thereon when due will be sufficient to pay when due the principal of, premium, if any, and interest on, a principal amount of outstanding Bonds equal to the principal amount of, and with maturities and interest rates corresponding to those of, the First Mortgage Bonds so released.

Article XV.

Miscellaneous.

Section 1501. Consents, Et Cetera, Of Bondholders.

Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 203 hereof.

In determining whether the owners of the requisite principal amount of Bonds outstanding have been given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the Company shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1502. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

Section 1503. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable

in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1504. Notices.

It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by first class mail addressed to it at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, or to such address as the Issuer may from time to time file with the Trustee and the Company. It shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed by first class mail addressed to it at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer, or to such other address as the Company may from time to time file with the Issuer and the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed to the Trustee by first class mail addressed to it at its address as first above written, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer and the Company.

Section 1505. Payments, Notices And Actions Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the Principal Office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1506. Counterparts.

This Indenture may be simultaneously executed in several Counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1507. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, The City of Chicago, Illinois has caused these presents to be signed in its name and behalf by its City Comptroller, and its official seal to be hereunto affixed and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, The First National Bank of Chicago, has caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of May 1, 1990.

City Of Chicago, Illinois

By: _____
City Comptroller

(Seal)

Attest:

City Clerk

The First National Bank Of
Chicago,
As Trustee.

By: _____
Its: _____

(Seal)

Attest:

Its: _____

Loan Agreement.

Dated As Of May 1, 1990,

By And Between

City Of Chicago, Illinois

And

The Peoples Gas Light And Coke Company.

The amounts payable to the City of Chicago, Illinois (other than amounts payable under Sections 5.3 and 6.4 hereof and its rights to receive notices and give or withhold consents in accordance with the provisions hereof) and certain other rights of the Issuer under this Loan Agreement have been pledged and assigned to The First National Bank of Chicago, as Trustee under the Indenture of Trust dated as of May 1, 1990 from the City of Chicago, Illinois.

This Loan Agreement, dated as of May 1, 1990, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter sometimes referred to as the "Issuer"), and The Peoples Gas Light And Coke Company, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes referred to as the "Company").

Witnesseth:

Whereas, The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, By ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer proposes to issue under an Indenture

of Trust \$75,000,000 aggregate principal amount of its Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (the "Bond"), and to use the net proceeds thereof to make a loan to the Company for the purpose of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities wholly within the corporate boundaries of the Issuer, as such facilities are described in Exhibit A hereto;

Now, Therefore, In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions..

The following terms shall have the meanings specified in this Article unless the context requires otherwise. The singular shall include the plural and the masculine shall include the feminine.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Arbitrage Agreement" means the Tax Compliance Certificate and Agreement by and among the Issuer, the Company and the Trustee of even date herewith, as from time to time amended and supplemented.

"Authorized Company Representative" means any person or persons who, at the time, shall have been designated as such pursuant to the provisions of Section 3.6 hereof by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Company by its Chairman of the Board, its President, any Executive Vice President, any Vice President, its Secretary and Treasurer, any Assistant Secretary, its Treasurer or any Assistant Treasurer. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Bondholder" or "Owner" or "Owner of Bonds" or "Registered Owner" or "holder" means the Person or Persons in whose name or names a Bond shall be registered on the books of the Issuer maintained by the Trustee in accordance with the terms of the Indenture.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means the Bond Fund created by Section 402 of the Indenture.

"Bonds" means the \$75,000,000 aggregate principal amount of Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) identified in Section 201 of the Indenture.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the principal corporate trust office of the Trustee is located are authorized by law or executive order to close (and the Trustee is in fact closed).

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Company" means The Peoples Gas Light and Coke Company, the party of the second part hereto, and any surviving, resulting or transferee corporation as permitted under Section 5.1 hereof.

"Completion Date" means the date of completion of the acquisition, construction and improvement of the Project as that date shall be certified as provided in Section 3.4 hereof.

"Construction Fund" means the Construction Fund created by Section 406 of the Indenture.

"Construction Period" means the period between the beginning of construction of the Project or the date on which Bonds are delivered to the initial purchaser thereof, whichever is earlier, and the Completion Date.

"Cost" or "Costs" means any reasonable or necessary cost incidental to the acquisition, construction and improvement of the Project. Without limiting the generality of the foregoing, such costs, to the extent permitted, may include the items listed in subparagraphs (i) through (vi) of Section 3.3(b) hereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Exempt Facilities" means facilities which (i) constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) qualify as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Financing Statement" shall mean a financing statement or continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State of Illinois or such other jurisdiction the laws of which are applicable.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series BB, issued pursuant to the Series BB First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, N.A.), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series BB First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, N.A., as trustee under the First Mortgage Indenture, or its successor as such trustee.

The words "hereof," "herein," "hereunder" and other words of similar import refer to this Agreement as a whole.

"Indenture" means the Indenture of Trust of even date herewith, by and between the Issuer and The First National Bank of Chicago, as Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties or functions of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Company and the Trustee.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Plans and Specifications" means the plans and specifications describing the Project as may be amended by the Company from time to time.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, described in Exhibit A hereto, as said Exhibit A may from time to time be amended.

"Project Certificate" means the certificate of the Company relating to, among other things, the use of the proceeds of the Bonds and the expected economic life of the Project,

delivered concurrently with the issuance of the Bonds, with respect to certain facts which are within the knowledge of the Company, to enable Bond Counsel to determine that interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under applicable provisions of the Code.

"Qualified Costs of Construction" means those costs of acquiring, constructing and improving the Project which (i) are incurred after March 21, 1990, for Exempt Facilities and (ii) are properly chargeable to the Project's capital account for federal income tax purposes or will be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

"S. & P." means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Trustee and the Company.

"Series BB First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Trustee" means the trustee and/or the co-trustee at the time serving as such under the Indenture.

All other terms used herein which are defined in the Indenture shall have the same meanings assigned them in the Indenture unless the context otherwise requires.

Article II.

Representations.

Section 2.1. Representations By The Issuer.

The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit

of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, and to issue and sell the Bonds.

(b) To finance a portion of the costs of the Project, the Issuer proposes to issue its Bonds in the amount and having the terms and conditions specified in the Indenture.

(c) The Bonds will be issued under the Indenture and will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture. The Issuer's interest in the Agreement (except its rights under Sections 5.3 and 6.4 hereof) and the First Mortgage Bonds will be pledged and assigned to the Trustee pursuant to Section 4.5 hereof in order to secure payment of and to pay the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge its interest in this Agreement other than to secure the Bonds.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) When executed by the officers of the Issuer, this Agreement will constitute a valid, binding and enforceable obligation of the Issuer.

(g) The Issuer is not in default under any of the provisions of the laws of the State of Illinois which would affect its existence or its powers referred to in the preceding subsection (a).

(h) Under existing statutes and decisions, no taxes on income or profits are imposed on the Issuer.

(i) No member of the governing body of the Issuer, nor any other officer of the Issuer, has any material interest, financial, employment or other, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations By The Company.

The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Illinois. The Company has corporate power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture and the First Mortgage Bonds.

(b) Neither the execution and delivery of this Agreement, the First Mortgage Supplemental Indenture or the First Mortgage Bonds, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the First Mortgage Supplemental Indenture or the First Mortgage Bonds, conflict with or will result in a breach of or constitute a default under any of the terms, conditions or provisions of the Charter or Bylaws of the Company, or any agreement or instrument to which the Company is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement other than the First Mortgage Indenture.

(c) The Project is and will be located wholly within the corporate boundaries of the Issuer.

(d) The property comprising the Project constitutes and will constitute either (i) property of a character subject to the allowance for depreciation under Section 167 of the Code or (ii) land.

(e) At least 95% of the net proceeds from the Bonds (within the meaning of Section 142(a) of the Code) will be used to provide Exempt Facilities, and such costs are properly chargeable to the Project's capital account for federal income tax purposes and such costs will be so charged or, if not so charged, will be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

(f) Acquisition, construction and improvement of the Project commenced after March 21, 1990, the date on which the Issuer took official action toward the issuance of the Bonds. No portion of the Project has been placed in service as of the date hereof.

(g) The statements, information and descriptions contained in the Project Certificate are true, correct and complete, and do not contain any untrue statement or misleading statement of a material fact, and do not omit to state a material fact required to be stated therein or necessary to make the statements, information and descriptions contained therein, in the light of the circumstances under which they were made, not misleading, and the estimates and the assumptions contained in the Project Certificate are reasonable and based on the best information available to the Company.

Article III.

*Acquisition And Completion Of The Project;
Issuance Of The Bonds.*

Section 3.1. Agreement To Acquire, Construct And Install The Project.

The Company covenants and agrees that it will acquire, construct and improve the Project. The Company may supplement or amend the description of the Project (including additions thereto or omissions therefrom) at any time, provided that (a) no such supplement or amendment shall substantially change the description of the Project set forth in Exhibit A unless an Authorized Issuer Representative shall have consented thereto in writing, which consent shall not be unreasonably withheld, and (b) there shall be filed with the Issuer and the Trustee the written approving opinion of Bond Counsel to the effect that such supplement or amendment will not (i) result in the inclusion of interest on any Bond in the gross income of the owner thereof for federal income tax purposes, or (ii) change the status of the Project as Exempt Facilities. In the event of a supplement or amendment to the description of the Project, the Issuer and the Company shall revise Exhibit A to this Agreement to reflect such supplement or amendment.

Subject to the force majeure provisions of Section 6.1 hereof, the Company agrees to make all reasonable efforts to cause the acquisition, construction and improvement of the Project to be completed as soon as may be practicable. For such acquisition, construction and improvement which commence prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose, which advances may be reimbursed from the Construction Fund to the extent permitted by Section 3.3 hereof. Nothing contained in this section shall relieve the Company from making the payments required to be paid pursuant to Section 4.3 hereof.

Section 3.2. Agreement To Issue Bonds; Application Of Bond Proceeds.

In order to provide funds to finance a portion of the costs of acquisition, construction and improvement of the Project provided for in Section 3.1 hereof, the Issuer agrees that it will sell and cause to be delivered to the purchasers thereof \$75,000,000 aggregate principal amount of the Bonds having the terms specified in the Indenture. Upon receipt of the net proceeds from such sale the Issuer will (a) pay to the Trustee for deposit and the Trustee shall deposit in the Bond Fund a sum equal to the amount required to be so deposited pursuant to Section 403 of the Indenture, and (b) pay to the Trustee for deposit and the Trustee shall deposit in the Construction Fund the balance of the proceeds received from said sale. The Company covenants and agrees that it has or will obtain all governmental permits and orders necessary to acquire, construct and install the Project. The Project is or, upon its acquisition, construction and installation, will be the property of the Company.

Section 3.3. Disbursements From The Construction Fund.

(a) The Issuer has, in the Indenture, authorized and directed the Trustee to disburse the moneys from the Construction Fund, as directed by the Company, to pay any Cost of the Project as described in Section 3.3(b) hereof. Except for transfers into the Bond Fund in accordance with Section 3.4 hereof, each of the disbursements from the Construction Fund shall be made upon receipt by the Trustee of a written order signed by the Authorized Company Representative certifying:

(i) The requisition number;

(ii) The portion of the Project to which the payment relates;

(iii) The payee, which may be the Trustee in the case of a requisition for the payment of interest on the Bonds, and which may be the Company in the case of (a) work performed by the personnel of the Company or (b) reimbursement for payments advanced by the Company for the Project;

(iv) The amount;

(v) That the payment is due, is a proper charge against the Construction Fund and has not been the basis for any previous withdrawal from the Construction Fund;

(vi) That the payment of such requisition will not result in less than 95% of the new proceeds of the Bonds (within the meaning of Section 142(a) of the Code) expended or to be expended pursuant to such requisition being considered as having been used for Qualified Costs of Construction;

(vii) If payment is a reimbursement to the Company for costs or expenses of the Company incurred by reason of work performed or supervised by officers or employees of the Company, that the amount to be paid does not exceed the actual cost thereof to the Company and does not include any profit to the Company; and

(viii) As of the date of such requisition, no event of default, and no event or condition which, with the passage of time or the giving of notice or both, would constitute an event of default, exists and is continuing under this Agreement.

Interest on the Bonds during construction and legal, consulting and any Bond issuance expenses shall be set forth separately in any requisition requesting payment therefor.

At the request of the Company and pursuant to procedures established by the Trustee, the Trustee may accept an oral communication from the Authorized Company Representative requesting disbursement of moneys in the Construction Fund, which oral communication shall be promptly confirmed to the Trustee by a written order signed by the Authorized Company Representative.

(b) Moneys in the Construction Fund shall be used (subject to the provisions of Section 3.7 hereof) for the purposes permitted by this Agreement and the Indenture, including, but not limited to, the following:

(i) Payment of (A) the initial or acceptance fee of the Trustee and any paying agent under the Indenture and of the First Mortgage Trustee and any paying agent under the First Mortgage Indenture, (B) the legal, financial, accounting, bond rating and issuance fees and expenses incurred in connection with the authorization, sale and issuance of the Bonds, (C) fees and expenses of the Issuer, Issuer's counsel and Issuer's advisors, and deposits required by the Issuer as a condition to the issuance of the Bonds, (D) the printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, (E) costs and expenses associated with the execution and filing of the Indenture, (F) costs and expenses of the Company associated with the preparation of this Agreement and the Indenture and all other documents in connection therewith, and (G) fees and expenses of the Tender Agent.

(ii) Payment to the Company of such amounts as shall be necessary to reimburse the Company in full for all advances and payments made or costs incurred prior to or after the execution of this Agreement for expenditures in connection with the preparation of Plans and Specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction and improvement of the Project and all real or personal property deemed necessary in connection with the Project, or any one or more of said expenditures (including architectural, engineering and supervisory services with respect to any of the foregoing).

(iii) Payment or reimbursement to the Company for labor, services, materials and supplies used or furnished in site improvement; for the costs of the acquisition, construction and improvement of the Project; for the cost of all real or personal property deemed necessary in connection with the Project; and for the miscellaneous expenses incidental to any of the foregoing.

(iv) Payment or reimbursement to the Company of the fees, if any, for architectural, engineering and supervisory services with respect to the Project with the approval of the Authorized Company Representative.

(v) Payment or reimbursement to the Company of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any contract relating to the Project.

(vi) Payment into the Bond Fund of any amount which may be necessary to pay the interest to accrue on the Bonds, or on any other specific borrowing from any unaffiliated person and related to the Project, or reimbursement of the Company for any payments for such purpose, during the Construction Period.

(c) The Company shall cause the communications and written orders specified in paragraph (a) of this Section 3.3 to be made and submitted to the Trustee as may be

necessary to effect payments out of the Construction Fund in accordance with this Section 3.3. In making any such payment from the Construction Fund, the Trustee may rely on any such communications and written orders delivered to it pursuant to this Section 3.3, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such communications and written orders.

Section 3.4. Establishment Of Completion Date.

The Completion Date shall be evidenced to the Trustee and the Issuer by a certificate signed by the Authorized Company Representative (i) stating that, except for amounts retained by the Trustee for Costs not then due and payable or the liability for which the Company is contesting, acquisition, construction and improvement of the Project has been substantially completed to the satisfaction of the Company and all labor, services, materials and supplies used in such construction have been paid for and (ii) certifying that all of the information contained in the communications and written orders submitted to the Trustee pursuant to Section 3.3 hereof is true, correct and complete.

Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Upon delivery by the Authorized Company Representative of the above- mentioned certificate evidencing completion of the Project, the Trustee shall retain in the Construction Fund a sum equal to the amounts necessary for payment of the Cost of the Project not then due and payable or the liability of which the Company is contesting as set forth in said certificate. Any amount not to be retained in the Construction Fund for payment of such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Company to the Trustee, shall be transferred by the Trustee into the Bond Fund; provided, however, that no amount shall be transferred into the Bond Fund unless at least 95% of the net proceeds of the Bonds (within the meaning of Section 142(a) of the Code) have been used for Qualified Costs of Construction. In the case where no amount shall be transferred into the Bond Fund as hereinabove provided, any amount (exclusive of amounts retained by the Trustee in the Construction Fund for payment of any Cost of the Project not then due and payable or the liability for which the Company is contesting) remaining in the Construction Fund shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Company Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Company, at an earlier redemption date, (b) to purchase Bonds on the open market prior to such redemption date (provided that, if Bonds are purchased at an amount in excess of the principal amount thereof, the Company shall pay such excess out of other funds) for the purpose of cancellation, or (c) for any other purpose, provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under applicable Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any of the Bonds. Until used for one or more of

the foregoing purposes, such segregated amount may be invested as permitted by Section 3.7 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from federal income taxation of interest on any of the Bonds, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with Section 148 of the Code. The Issuer agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4. To the extent that Revenue Procedure 79-5, as amplified by Revenue Procedure 81-22, of the Internal Revenue Service is applicable to the Bonds, the Company agrees to comply therewith.

Section 3.5. Company Required To Pay Costs In Event Construction Fund Insufficient.

In the event the moneys in the Construction Fund available for payment of Costs of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay or cause to be paid directly such costs, or to deposit in the Construction Fund moneys sufficient to pay such costs as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all such costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund, the Company should pay, or deposit moneys in the Construction Fund for the payment of, any portion of the Costs of the Project pursuant to the provisions of this Section 3.5, it shall not be entitled to any reimbursement therefor from the Issuer, or from the Trustee or from the owners of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 4.3 hereof.

Section 3.6. Authorized Company Representative.

Prior to or concurrently with the initial sale of the Bonds the Company shall appoint the Authorized Company Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Company Representative under the provisions of this Agreement, and may appoint alternate Authorized Company Representatives to take any such action or make any such certificate if the same is not taken or made by the Authorized Company Representative. In the event any of said persons, or any successor appointed pursuant to the provisions of this Section 3.6, should resign or become unavailable or unable to take any action or make any certificate provided for in this Agreement, another Authorized Company Representative or alternate Authorized Company Representative shall thereupon be appointed by the Company. If the Company fails to make such designation within ten days following the date when the then incumbent resigns or becomes unavailable or unable to take any of said actions, the Treasurer of the Company shall serve as the Authorized Company Representative.

Whenever under provisions of this Agreement the approval of the Company is required or the Issuer is required to take some action at the request of the Company, such approval or such request shall be made by the Authorized Company Representative unless otherwise specified in this Agreement and the Issuer or the Trustee shall be authorized to act on any such approval or request and the Company shall have no complaint against the Issuer or the Trustee as a result of any such action taken.

Section 3.7. Investment Of Construction Fund And Bond Fund Moneys Permitted.

Any moneys held as a part of the Construction Fund or Bond Fund, shall, at the direction of the Authorized Company Representative, which direction may be oral, but shall be confirmed in writing, be invested or reinvested by the Trustee in the following investments: (a) any bonds or other obligations which as to principal and interest constitute direct obligations of or are unconditionally guaranteed by the United States of America, (b) obligations of the Federal National Mortgage Association, (c) obligations of the Federal Intermediate Credit Corporation, (d) obligations of Federal Banks for Cooperatives, (e) certificates of deposit issued by, bankers' acceptances or debt obligations of, and interest-bearing accounts in, commercial banks, including the Trustee and Banks domiciled outside the United States of America, which have assets of at least \$15,000,000,000, (f) prime commercial paper, (g) obligations of Federal Land Banks, (h) obligations of Federal Home Loan Banks, (i) obligations of the Government National Mortgage Association, (j) debt obligations of domestic corporations which are rated at least A-1 (or its equivalent) by S. & P. or P-1 (or its equivalent) by Moody's, (k) repurchase agreements secured by any of the obligations set forth under (a) through (d) and (g) through (i) above, or (l) any other investments to the extent then permitted by law. The Company shall not direct the Trustee to make any investments other than those permitted by law.

Any such securities may be purchased at the offering or market price thereof at the time of such purchase. Such investments shall mature in such amounts and at such times, or shall be readily marketable prior to their maturities, as the Company may direct.

The Trustee may make any and all such investments through its own bond department. Any interest accruing on or profit realized from the investment of any moneys held as part of the Bond Fund shall be credited to the Bond Fund. Any loss resulting from such investment shall be charged to the Bond Fund, and the Company shall promptly replenish the Bond Fund to the extent of any such loss. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited to the Construction Fund. Any loss resulting from such investment shall be charged to the Construction Fund.

For the purposes of Section 3.7, any interest-bearing deposits, including certificates of deposit, issued by or on deposit with the Trustee, shall be deemed to be investments and not deposits.

Section 3.8. Covenants And Representations With Respect To Arbitrage.

The Issuer, to the extent it has any control over the use of Bond proceeds, and the Company represent and warrant that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, and the regulations promulgated under such section. The Company further represents that to the best knowledge and belief of the Company, there are no facts or circumstances that would materially change the foregoing. The Issuer represents that the Internal Revenue Service has not notified the Issuer that its certifications may not be relied upon for purposes of establishing that bonds of the Issuer are not arbitrage bonds.

The Issuer and the Company covenant and certify to each other and to and for the benefit of the purchasers of the Bonds that no use will be made of the proceeds from the issue and sale of the Bonds which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code. Pursuant to such covenant, the Issuer and the Company obligate themselves to comply throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code, and regulations promulgated thereunder. All of the representations, warranties and covenants of the Issuer and the Company contained in the Arbitrage Agreement are incorporated herein by reference with the same force and effect as if set out in full herein.

Article IV.

Loan And Provisions For Payment.

Section 4.1. Loan.

In order to finance a portion of the Cost of the Project, the Issuer shall loan the proceeds received from the sale of the Bonds to the Company and cause such proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed in accordance with Section 3.3 hereof.

To repay such loan, the Company agrees to make all payments when due on the First Mortgage Bonds and all payments provided under Section 4.3 hereof.

Section 4.2. First Mortgage Bonds.

Concurrently with the authentication and delivery by the Issuer of the Bonds, the Company shall execute and deliver to the Issuer its First Mortgage Bonds in order to evidence and secure its obligation to repay the loan referred to in Section 4.1 hereof. Each such First Mortgage Bond issued with respect to the Bonds will be in substantially the form set forth in the First Mortgage Indenture, and the First Mortgage Bonds will be in

substantially the same form with necessary and appropriate variations, omissions and insertions as permitted and required by this Agreement and the First Mortgage Indenture, and the First Mortgage Bonds will:

- (a) Be initially issued in a principal amount equal to the aggregate principal amount of the Bonds;
- (b) Provide for payments of interest on the unpaid balance thereof equal to the payments of interest on the Bonds;
- (c) Contain provisions in respect of the payment of principal, whether at maturity, by redemption or acceleration, corresponding to the payment provisions of the Bonds;
- (d) Require all payments of principal of or interest on the First Mortgage Bonds to be made on or prior to the due date for the corresponding payment to be made on the Bonds and in the same coin or currency; and
- (e) Otherwise comply with Sections 4.3 and 4.5 hereof.

Section 4.3. Payment Of The Bonds From Payment Of The First Mortgage Bonds And Other Amounts.

Payments, and amounts which are deemed to be payments as hereinafter provided, of principal of, premium, if any, and interest on the First Mortgage Bonds by the Company to the Trustee, as assignee of the Issuer, shall constitute payments of such amounts on the loan under Section 4.1 hereof. Principal of, premium, if any, and interest on the Bonds shall be payable from payments made by the Company to the Trustee of principal of, premium, if any, and interest on the First Mortgage Bonds delivered hereunder. Payments of principal of, premium, if any, or interest on the Bonds with moneys in the Bond Fund or in the Construction Fund constituting proceeds from the sale of the Bonds or earnings on investment made under the provisions of the Indenture shall be deemed to be like payments made pursuant to this Section 4.3 and payments with respect to the First Mortgage Bonds. Whenever the Bonds are redeemable in whole or in part, the Issuer will redeem the same upon the request of the Company and the Company covenants and agrees to pay an amount equal to the applicable redemption price of such Bonds as a payment due pursuant to this Section 4.3 and as prepayment of principal of and interest due on the First Mortgage Bonds. Whenever payment or provision therefor has been made in respect of the principal of or interest on all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration), the First Mortgage Bonds shall be deemed paid to the extent such payment or provision therefor has been made and is considered to be a payment of principal or interest on the Bonds. If the Bonds are thereby deemed paid in full, the corresponding First Mortgage Bonds shall be cancelled and returned to the Company. Subject to the foregoing or unless the Company is entitled to a credit under this Agreement or the Indenture, all payments shall be in the full amount required under the First Mortgage Bonds.

If the Company has deposited Government Obligations and obtained the release of First Mortgage Bonds pursuant to Section 1402 of the Indenture, and thereafter Bonds become subject to redemption pursuant to Section 701(d) of the Indenture and there are insufficient moneys available under the Indenture to effect such redemption, the Company covenants and agrees to pay to the Trustee for deposit in the Bond Fund any such deficiency amount as is necessary to redeem the Bonds on the date fixed for redemption.

The Issuer, by the terms of the Indenture, shall require the Trustee to notify in writing the person or institution then serving as First Mortgage Trustee under the First Mortgage Indenture, of all payments or credits with respect to the First Mortgage Bonds.

Section 4.4. No Defense Or Set-Off.

The obligations of the Company to make the payments required under the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof, shall be absolute and unconditional without defense, recoupment or set-off by reason of any default by the Issuer under this Agreement or under any other agreement between the Company and the Issuer or for any other reason, including, without limitation, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation, failure of title, or commercial frustration of purpose, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation to the Company, whether or not arising out of or connected with this Agreement, it being the intention of the parties that the payments required by the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof will be paid in full when due without any delay or diminution whatsoever.

Section 4.5. Assignment Of Issuer's Rights.

As security for the payment of the Bonds, the Issuer will, concurrently with the issuance of the Bonds, pledge and assign to the Trustee the Issuer's rights under this Agreement (except the right to receive payments, if any, under Sections 5.3 and 6.4 hereof), including the right of the Issuer to receive the First Mortgage Bonds and the right to receive payments thereunder and hereby covenants and agrees with the Company to pledge, assign and deliver the First Mortgage Bonds issued pursuant to Section 4.2 hereof to the Trustee. The Issuer directs the Company, and the Company agrees to pay to the Trustee at its principal corporate trust office, all payments on the First Mortgage Bonds and other payments due and payable to the Trustee hereunder. The Company will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Trustee or the Issuer.

The Issuer and the Company covenant and agree that the First Mortgage Bonds will at all times be (i) in fully registered (both principal and interest) form; (ii) registered in the name of the Trustee pursuant to the Assignment annexed hereto; (iii) non-transferable

except as provided in the First Mortgage Indenture; and (iv) appropriately marked to indicate clearly the restrictions on the transfer thereof imposed by this Agreement.

Article V.

Special Covenants.

Section 5.1. Company To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Company agrees that during the term of this Agreement it will maintain its corporate existence and its good standing in the State of Illinois, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with it; provided, however, that the Company may, without violating the agreement contained in this Section 5.1, consolidate with or merge into another corporation or permit one or more corporations to consolidate with it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the resulting, surviving or transferee corporation, as the case may be, irrevocably and unconditionally assumes in writing, by means of an instrument which is reasonably satisfactory to and delivered to the Issuer and the Trustee, and agrees to perform all of the obligations of the Company herein.

Section 5.2. Trustee's And Paying Agent's Fees And Expenses.

The Company agrees to pay to the Trustee until the principal of, premium, if any, and interest on all the outstanding Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture: (i) an amount equal to the reasonable annual fee of the Trustee for the Ordinary Services of the Trustee, as trustee, rendered and its Ordinary Expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee and any other paying agent on the Bonds for acting as paying agent on the Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Indenture, as and when the same become due.

Section 5.3. Indemnification.

The Company agrees to pay, and to indemnify the Issuer against, any and all liabilities, losses, damages, claims or actions of any nature whatsoever (including all reasonable

attorneys' fees and expenses of the Issuer), incurred by the Issuer without bad faith arising from or in connection with the issuance of the Bonds or the performance or observance by it of the terms and conditions of this Agreement or the Indenture, including, without limitation, (1) any injury to, or the death of, any person or any damage to property on the Project or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (2) any other act or event occurring upon or affecting, any part of the Project, (3) violation by the Company of any contract, agreement or restriction affecting the Project or the use thereof of which the Company has notice and which shall have existed at the date hereof or shall have been approved by the Company or of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof, (4) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bonds or a subsequent sale or distribution of any of the Bonds, (5) liabilities, losses, damages, claims or actions arising out of the interest on the Bonds being includable in the gross income of the holders thereof for purposes of federal income taxation, or (6) any warranty, representation or certificate made by the Issuer arising from the issuance of the Bonds. The Company hereby agrees that the Issuer shall not incur any liability to the Company, and shall be indemnified against all liabilities, in exercising or refraining from asserting, maintaining or exercising any right, privilege or power given to the Issuer under the Indenture if the Issuer is acting in good faith and without gross negligence or in reliance upon a written request of the Authorized Company Representative. The covenants of indemnity by the Company contained in this paragraph shall extend to the Issuer, officers, employees, attorneys and agents of the Issuer and shall survive the termination of this Agreement.

The foregoing provisions of this Section 5.3 relate to the Issuer in its capacity as Issuer of the Bonds and not to any activities or actions growing out of the performance of the Issuer's other governmental functions.

The Company agrees to pay to, or on behalf of, the Issuer such reasonable costs and expenses as may be incurred by the Issuer in performing its covenants under this Agreement and under the Indenture to the extent not paid from the proceeds of any Bonds.

Section 5.4. Tax Exempt Status Of The Bonds.

The Company covenants and agrees that it has not taken, permitted to be taken or omitted to take and will not take, permit or omit to take, and the Issuer covenants and agrees that it has not taken or omitted to take and will not take or omit to take, any action which results or will result in interest paid on any of the Bonds being included in gross income of the owners of the Bonds for purposes of federal income taxation; provided, however, that such covenant and agreement shall not require either the Company or the Issuer to enter an appearance in or intervene in any administrative, legislative or judicial

proceeding in connection with any changes in applicable laws, rules, regulations, or decisions of any court or administrative agency or other governmental body affecting the taxation of interest on the Bonds; and provided further, that neither the Company nor the Issuer shall have violated this covenant if the interest on any of the Bonds becomes includable in federal gross income of a person who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code.

The Company covenants and agrees to notify the Trustee and the Issuer of the occurrence of any event of which the Company has notice and which event would cause any of the Bonds to become subject to redemption pursuant to the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof.

Section 5.5. Redemption Of Bonds.

If the Company is not in default in the payments under Section 4.2 hereof, the Issuer, upon reasonable assurance from the Company that the Company shall make sufficient funds available, at the request at any time of the Company and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the redemption date specified by the Company and on which such redemption may be made under such applicable provisions.

Section 5.6. Taxes And Governmental Charges.

The Company will promptly pay, as the same become due, all lawful taxes, assessments and governmental charges of any kind whatsoever including, without limitation, any tax equivalent required by the laws of the State of Illinois or income, profits, property and excise taxes levied or assessed by federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under this Agreement. The Issuer agrees to give the Company prompt notice of any such assessments or governmental charges.

The Company may, at its expense and in its own name and behalf or in the name and behalf of the Issuer, if it is a necessary party thereto, in good faith contest any such taxes, assessments and other charges and, in the event of any contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Article VI.

Events Of Default And Remedies.

Section 6.1. Events Of Default Defined.

The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due amounts sufficient to pay interest on the First Mortgage Bonds and the continuation of such failure for a period of sixty (60) days.

(b) Failure by the Company to pay when due amounts sufficient to pay principal on the First Mortgage Bonds.

(c) Any material breach by the Company of any representation or warranty made in this Agreement or failure by the Company to observe or perform any covenant, condition or agreement on its part to be observed or performed (excluding the covenants, representations or warranties the breach of which results or would result in the mandatory redemption of the Bonds under the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof), other than as referred to in subsection (a) or (b) of this section, for a period sixty (60) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Company by the Trustee or the Issuer, unless (i) the Trustee and the Issuer shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach or failure be such that it can be corrected but not within the applicable period, corrective action is instituted by the Company within the applicable period and diligently pursued until the breach or failure is corrected.

(d) If the Company shall be adjudicated a bankrupt by any court of competent jurisdiction or shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due; or if the Company shall consent to the appointment of a receiver or trustee of all or a substantial part of the property subject to the First Mortgage Indenture; or if the Company shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, or any other applicable law or statute of the United States of America or of any state thereof; or if the Company shall file a petition to take advantage of any insolvency act; or if, during a period of sixty (60) days following (1) the entry of an order approving a petition of some person other than the Company, seeking reorganization of the Company under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State thereof, or (2) the appointment of a trustee or a receiver of all or a substantial part of the property subject to the First Mortgage Indenture, such order or appointment of a trustee or receiver shall not be vacated or shall not be stayed on appeal or otherwise or shall not have otherwise

ceased to continue in effect; or if judgment for the payment of moneys in excess of the sum of \$100,000 shall be rendered against the Company and such judgment shall remain unsatisfied and execution thereon shall remain unstayed for a period of sixty (60) days after the entry of such judgment or such judgment shall remain unsatisfied for a period of sixty (60) days after the termination of any stay of execution thereon entered within such sixty (60) day period.

(e) Failure by the Company to pay when due amounts sufficient to pay premium, if any, due on the Bonds.

The foregoing provisions of Section 6.1(c) are subject to the following limitations: If by reason of force majeure the Company is unable in whole or in part to carry out its agreements on its part herein contained other than the obligations on the part of the Company contained in Sections 4.2, 4.3, 5.2 and 5.3 hereof the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Illinois or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; volcanic eruptions; fires; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; failure of suppliers; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company.

Section 6.2. Remedies On Default.

Upon the occurrence of an event of default described in Section 6.1(a) or Section 6.1(b) hereof, the Trustee, as the Issuer's assignee and as holder of the First Mortgage Bonds, shall have the remedies provided in the First Mortgage Indenture for holders of bonds issued thereunder as set forth in Article X thereof. Any waiver of an event of default under the First Mortgage Indenture which constitutes an event of default under Section 6.1(a) or Section 6.1(b) hereof shall constitute a waiver of an event of default under this Agreement.

Upon the occurrence and continuance of an event of default referred to in Section 6.1 hereof, the Trustee, as assignee of the Issuer, may also take any one or more of the following remedial steps:

(a) By mandamus, or other suit, action or proceeding at law or inequity, enforce all rights of the Issuer, and require the Company to carry out any agreements with or for the benefit of the owners of the Bonds and to perform its duties under this Agreement and the First Mortgage Bonds; and

(b) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), to the Company.

Section 6.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer or the Trustee (as assignee of the Issuer) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee (as assignee of the Issuer) to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.4. Agreement To Pay Attorneys' Fees And Expenses.

In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the indebtedness hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Trustee, the Issuer or, if so directed by the Issuer, to the attorneys for the Issuer the reasonable fee of such attorneys and such other expenses so incurred by or on behalf of the Issuer or the Trustee.

Section 6.5. No Additional Waiver Implied By One Waiver; Consents To Waivers.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the

particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default hereunder by the Company without the consent of the Trustee to such waiver. Notwithstanding the foregoing, if, after the acceleration of the maturity of the outstanding Bonds by the Trustee pursuant to Section 902 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at a rate per annum which is equal to the rate per annum borne by the Bonds in respect of which such default shall have occurred and the principal and premium (if any) on all Bonds then outstanding which have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds which by such acceleration shall have become due and payable, shall have been paid, all other things shall have been performed in respect of which there was a default, there shall have been paid the reasonable fees and expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred and such event of default under the Indenture shall be waived by the Trustee with the consequence that under Section 902 of the Indenture such acceleration is rescinded, then the Company's default hereunder shall be deemed to have been waived by the Trustee (as assignee of the Issuer) and no further action in accordance with the Indenture or consent by the Trustee or the Issuer shall be required.

Article VII.

Miscellaneous.

Section 7.1. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Section 5.1.

Section 7.2. Execution 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 instrument; provided, however, that for purposes of perfecting a lien or security interest in this Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State of Illinois or otherwise, only the counterpart delivered to, and received by, the Trustee shall be deemed the original.

Section 7.3. Amendments, Changes And Modifications.

Subsequent to the initial issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any, thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated except as provided in Article XIII of the Indenture.

Section 7.4. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5. Amounts Remaining In Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid under this Agreement and the Indenture shall be paid promptly to the Company by the Trustee, except as otherwise provided in Section 408 of the Indenture.

Section 7.6. Notices.

All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller; if to the Company, at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer; if to the Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Company to any of the others shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.7. Assignment.

This Agreement may not be assigned by either party without the consent of the other, except that the Issuer shall assign to the Trustee its rights under this Agreement as provided in Section 4.5 hereof and the Company may assign its rights hereunder to any transferee or any surviving or resulting corporation pursuant to Article XIV of the First Mortgage Indenture.

Section 7.8. Further Assurances.

The Company agrees and undertakes to perform any and all obligations of the Company and the Issuer under and pursuant to Section 802 of the Indenture.

Section 7.9. Applicable Law.

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

Section 7.10. Term Of The Agreement.

This Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), provided that the covenants of the Company contained herein relating to the tax-exempt status of the Bonds shall survive termination of this Agreement.

Section 7.11. Delegation Of Issuer's Duties.

It is agreed that under the terms of this Agreement and also under the terms of the Indenture, the Issuer has delegated certain of its duties hereunder to the Company and the Trustee. The fact of such delegation shall be deemed sufficient compliance by the Issuer to satisfy the duties so delegated and the Issuer will not be liable in any way by reason of acts done or omitted by the Company, an Authorized Company Representative or the Trustee. The Issuer shall have the right at all times to act in reliance upon the authorizations, representations or certificates of an Authorized Company Representative or the Trustee.

In Witness Whereof, The Issuer and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be

hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

City Of Chicago, Illinois

City Comptroller

(Seal)

Attest:

City Clerk

The Peoples Gas Light And Coke
Company

Executive Vice President

(Seal)

Attest:

Secretary and Treasurer

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

Exhibit "A"

Exhibit A To The Loan Agreement Dated As Of May 1, 1990, Between The City Of

Chicago, Illinois (The "Issuer") And The Peoples Gas Light And Coke Company (The "Company").

Project Description.

The Project consists of the acquisition, construction, improvement and equipping of the gas distribution and supply systems of the Company located wholly within and throughout the Issuer, generally described as follows:

Category	Description
1. Mains	Pipe, trestles, tunnels, vaults and regulators necessary to distribute gas to service pipes. Pipe sizes range from 1-1/2 inches to 48 inches and are made of a variety of materials (plastic, steel, etc.).
2. Services	Pipe and accessories leading to customers' premises from the distribution main. The majority of service pipes are made of either plastic or steel and range in size from 5/8 inch to 30 inches.
3. Meters and Regulators	Instruments and devices used to measure and regulate gas delivered to customers.
4. Station Plant and Equipment	Facilities devoted to distributing natural gas from transmission pipelines to the distribution main system.
5. Building Improvements	Structures and improvements needed by the Company to conduct business. Includes office buildings, shops, sub-shops and garages as well as leasehold improvements.
6. Office Furniture and Equipment	Desks, chairs, typewriters, other office furniture and equipment items.
7. Computer Equipment and Peripherals	Main frame and mini computers and computer peripheral equipment (C.R.T.'s, terminals, printers, etc.).

Category	Description
8. Operating Equipment	Tools and equipment such as pipe locators (M-Scope), pneumatic tools, rotary hammers, etc.
9. Transportation and Power Equipment	Cars, trucks, power operated equipment (such as compressors, welding machines, cranes, etc.), garage equipment (jacks, meters, battery chargers, etc.), two-way mobile radios, quick-call units and compressed natural gas equipment.

The Project is further described in the Project Certificate.

City Of Chicago, Illinois

To

The First National Bank of Chicago

As Trustee.

Indenture Of Trust.

Securing Adjustable-Rate

Gas Supply Revenue Bonds, 1990 Series A.

(The Peoples Gas Light And Coke Company Project)

Dated As Of May 1, 1990.

This Indenture of Trust, dated as of May 1, 1990, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter defined as the "Issuer"), and The First National Bank of Chicago, a banking association organized and existing under the laws of the United States of America with its principal corporate trust office located at One First National Plaza, Suite 0126, Chicago, Illinois 60670, as Trustee (hereinafter defined as the "Trustee").

Recitals:

A. The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000 and is a home rule unit of government under Section 6(a) of Article VII of said Constitution.

B. Pursuant to an ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer has entered into the Agreement (as hereinafter defined) with The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), providing for the undertaking by the Issuer of the financing of a portion of the cost of certain gas supply facilities, designed as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Internal Revenue Code of 1986, as amended, which facilities are generally described in Exhibit A to the Agreement, and which facilities are located in and within the corporate boundaries of the Issuer and constitute the "Project" as defined in the Agreement.

C. The Agreement provides that, in order to finance a portion of the cost of the Project, the Issuer will issue and sell its Adjustable-Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds"); that the Issuer will loan to the Company the proceeds received from the sale of the Bonds in order that the Company may acquire, construct and improve the Project; and that the Bonds will be secured by a pledge of certain rights of the Issuer under the Agreement and of the First Mortgage Bonds as hereinafter defined.

D. The execution and delivery of this Indenture have been in all respects duly and validly authorized by ordinance duly adopted by the Issuer.

E. The Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following form and Trustee's certificate of authentication is also to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to wit:

[Form Of Bond]

No. R- _____

\$ _____

*United States Of America**State Of Illinois**City Of Chicago, Illinois.*

*Adjustable-Rate Gas Supply Revenue Bond, 1990 Series A.
(The Peoples Gas Light And Coke Company Project)*

Notice: This Bond Shall Be Purchased On Demand Of The Owner Under Certain Conditions Hereinafter Described. In Addition, Under Certain Circumstances, This Bond Is Required To Be Tendered To The Tender Agent (Hereinafter Referred To), For Purchase At A Price Equal To 100% Of The Principal Amount Hereof Unless The Owner Affirmatively Elects To Retain This Bond. On Such Purchase Date, Interest Hereon Shall Cease To Accrue Whether Or Not The Owner Has Actually Tendered This Bond (Unless The Owner Has Affirmatively Elected To Retain This Bond In The Manner Provided Herein And In The Indenture Hereinafter Described), And Thereafter The Owner Of This Bond Shall Look Only To Funds Held By The Tender Agent (Which Are Not Part Of The Trust Estate) For Payment Of The Purchase Price Of This Bond.

Maturity
Date

C.U.S.I.P.

Registered Owner:

Principal Amount:

City of Chicago, Illinois (the "Issuer"), a municipal corporation and a home rule unit of government of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the Maturity Date stated above, unless this Bond shall have been called for

redemption and payment of the redemption price shall have been duly made or provided for in accordance with the hereinafter described Indenture, the Principal Amount stated above, and to pay (but only out of the source hereinafter provided) interest on said Principal Amount from the May 1 or November 1 to which interest has been paid next preceding the date of authentication of this Bond, unless this Bond is authenticated on a May 1 or November 1 to which interest has been paid, in which event this Bond shall bear interest from such May 1 or November 1, or unless no interest has been paid on this Bond (or on any Predecessor Bond, as defined in the hereinafter described Indenture), in which event this Bond shall bear interest from its date, at the rates determined as described herein and in the Indenture (calculated on the basis of a year of 360 days consisting of twelve 30-day months), payable on May 1 and November 1 of each year, commencing November 1, 1990, until payment in full of such Principal Amount. Interest shall also accrue on any overdue principal, premium, if any, and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest until paid at the rate of interest borne by this Bond for the applicable period that such principal, premium, if any, or interest, as the case may be, is overdue. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person who is the registered owner of this Bond at the close of business on the applicable record date, as provided in the Indenture, next preceding such interest payment date. Payment of interest on the Bonds shall be made by check or draft mailed to the registered owners at their addresses as they appear on the registration books of the Issuer maintained by the Trustee or at such other addresses as are furnished to the Trustee in writing by such registered owners; provided that payment of interest on the Bonds may be made by wire transfer to each registered owner of at least \$1,000,000 in principal amount of Bonds as of the record date immediately preceding the applicable interest payment date if such registered owner shall have given written notice to the Trustee on or before the second Business Day (as hereinafter defined) immediately preceding such record date, directing the Trustee to make such payment of interest by wire transfer and identifying the location and number of the account to which such payment should be wired. Principal of and premium, if any, on this Bond shall be payable upon surrender thereof in lawful money of the United States of America at the principal corporate trust office of The First National Bank of Chicago, in Chicago, Illinois or its successor in trust (the "Trustee").

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It Is Hereby Certified, Recited And Declared, That all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

In Witness Whereof, The City of Chicago, Illinois has caused this Bond to be executed in its name by the facsimile signature of its Mayor and attested by the facsimile signature of

its City Clerk and its corporate seal to be impressed or imprinted hereon, all as of the first day of May, 1990.

City Of Chicago, Illinois

By: [Facsimile]
Mayor

Attest:

 [Facsimile]
City Clerk

[Form Of Trustee's Certificate Of Authentication]

This Bond is one of the Bonds described in the within-mentioned Indenture.

Date Of Authentication:

The First National Bank
Of Chicago,
As Trustee

Authorized Officer

[Reverse Of Bond]

This Bond is one of a duly authorized issue of Adjustable-Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (hereinafter referred to as the "Bonds"), limited in aggregate principal amount to \$75,000,000, issued for the purpose of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities (the "Project") for The Peoples Gas Light and Coke Company,

an Illinois corporation (the "Company"), pursuant to an Indenture of Trust dated as of May 1, 1990, between the Issuer and the Trustee (which Indenture as from time to time supplemented and amended, is hereinafter referred to as the "Indenture"). Under the terms of a Loan Agreement dated as of May 1, 1990, between the Issuer and the Company (which Loan Agreement, as from time to time supplemented and amended, is hereinafter referred to as the "Agreement"), proceeds from the sale of the Bonds are to be loaned by the Issuer to the Company and the Company is to acquire, construct and improve the Project. The Bonds are secured by and entitled to the protection of the Indenture. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds and the terms upon which the Bonds are or may be issued and secured.

This Bond shall bear interest at the rate set forth in the Indenture from May 1, 1990, to and including April 30, 19____, and at the applicable Adjusted Interest Rate as provided in the Indenture for each subsequent ____-year period commencing May 1, 199____, and on the May 1 of every [____] year thereafter to and including May 1, ____ except as otherwise designated by the Company in the manner hereinafter provided (each such May 1 being hereinafter referred to as an "Adjustment Date" and each such period being hereinafter referred to as a "Rate Period"). The Adjusted Interest Rate on the Bonds for each such Rate Period shall be a rate equal to the lowest rate which, in the sole judgment of the Remarketing Agent (as hereinafter defined), would produce a price for the Bonds equal to 100% of the principal amount thereof on the Adjustment Date for such Rate Period. The Adjusted Interest Rate shall be determined on the Adjusted Rate Pricing Date, which Adjusted Rate Pricing Date shall be a date, selected by the Remarketing Agent, on or after April 16 immediately preceding the applicable Adjustment Date but prior to such Adjustment Date.

As provided in the Agreement and the Indenture, the Company may from time to time elect to exercise its option to designate a Rate Period of a length other than the length of the then current Rate Period (each a "Substitute Rate Period"). The Company shall evidence such election by (i) notifying the Issuer, the Trustee and the Remarketing Agent of such election on or prior to the March 31 (or if such March 31 is not a Business Day, on the immediately preceding Business Day) immediately preceding the Adjustment Date for such Rate Period and (ii) providing the Issuer, the Trustee and the Remarketing Agent with an opinion of Bond Counsel to the effect that such change in the Rate Period is authorized or permitted by the Indenture and applicable Illinois law and will not have an adverse effect on the exclusion from gross income for federal income tax purposes of interest on the Bonds. Such notice will state (i) the Adjustment Date, which shall be the May 1 commencing such Rate Period and (ii) the length of such Substitute Rate Period, which shall commence on such Adjustment Date and be equal to one year or any integral multiple thereof. Upon any such designation of a Substitute Rate Period by the Company, all subsequent Rate Periods will be so designated until such time as the Company shall elect to again designate a Substitute Rate Period, except the final Rate Period which will terminate on April 30, ____ (the "Final Rate Period").

As used herein, "Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the principal corporate trust office of the Trustee or the principal corporate trust office of the Tender

Agent is located are authorized by law or executive order to close (and the Trustee or the Tender Agent, as the case may be, is in fact closed).

The determination of each Adjusted Interest Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Trustee, the Company and the owners of the Bonds.

The owner of any Bond shall have the right to have such Bond purchased by the Company or its designee, in whole or in part (in an integral multiple of \$5,000), on any Adjustment Date other than an Adjustment Date which commences a Substitute Rate Period, at a purchase price of 100% of the principal amount thereof. To exercise the option to have such Bond so purchased, such owner must deliver such Bond and a properly executed and completed Bondholder Election Notice, in the form attached to the Bonds, to First Chicago Trust Company of New York, as Tender Agent (the "Tender Agent"), at its principal corporate trust office at 120 Broadway, 22nd Floor, New York, New York 10271, Attention: Manager, between the opening of business at such office on the April 1 next preceding the applicable Adjustment Date and the close of business at such office on the April 15 (or if such April 15 is not a Business Day, the immediately succeeding Business Day) immediately preceding such Adjustment Date; provided, however, that any such owner which is an open-end diversified management investment company registered under the Investment Company Act of 1940, as amended (an "Investment Company"), may, if it irrevocably so notifies the Tender Agent by delivering a properly completed and executed Bondholder Election Notice during the aforesaid period, deliver such Bonds to the Tender Agent not later than 10:00 A.M. New York time on such Adjustment Date. The exercising of an option by an owner of a Bond to have such Bond purchased is irrevocable and binding on such owner and cannot be withdrawn. The Tender Agent's determination as to whether a Bondholder Election Notice has been properly completed, executed and delivered will be binding on the Company and the owner of such Bond. Such Bonds are required to be purchased pursuant to the Tender Agreement dated as of May 1, 1990 between the Company and the Tender Agent (the "Tender Agreement"), as provided in the Indenture, on the applicable Adjustment Date. Payment of the purchase price of any Bond tendered for purchase as described in this paragraph shall be made in the manner specified in the applicable Bondholder Election Notice.

The Bonds are subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount of such Bonds on an Adjustment Date which commences a Substitute Rate Period. The owner of a Bond may elect to retain such Bond (or portion thereof in an integral multiple of \$5,000) by delivering a Non-Tender Notice, in the form attached to the Bonds, to the Tender Agent at its address set forth above, no later than its close of business on the April 15 (or if such April 15 is not a Business Day, the immediately succeeding Business Day) immediately preceding the applicable Adjustment Date executed by such owner or its authorized representative (1) directing the Tender Agent not to purchase such Bond (or the portion thereof in an integral multiple of \$5,000 specified therein), (2) agreeing not to sell or otherwise transfer such Bond or portion thereof prior to the applicable Adjustment Date, (3) acknowledging that such election is irrevocable, and (4) if the Substitute Rate Period relating to such Adjustment Date is the Final Rate Period, acknowledging that a right to tender such Bond for purchase will not be available after such Adjustment Date. The Tender Agent's determination as to whether a Non-Tender

Notice has been properly completed, executed and delivered will be binding on the Company and the owner of such Bond.

Any owner of Bonds which is an Investment Company may waive its option to retain Bonds subject to mandatory tender by delivering an irrevocable written notice to the Remarketing Agent and the Tender Agent on or after the date such Investment Company purchases Bonds not later than the close of business at the principal corporate trust office of the Tender Agent on the March 31 (or if such March 31 is not a Business Day, on the immediately preceding Business Day) immediately preceding the next Adjustment Date succeeding such purchase date which commences a Substitute Rate Period.

Any election to retain Bonds subject to mandatory tender shall be irrevocable and such election shall bind any subsequent owner of such Bonds or any Bonds delivered in substitution therefor. Also, the failure by the owner to timely elect to retain Bonds subject to mandatory tender shall be binding on any subsequent owner of such Bonds or any Bonds delivered in substitution therefor.

Not later than the Business Day next succeeding the March 31 immediately preceding each Adjustment Date other than an Adjustment Date which commences a Substitute Rate Period, the Trustee will mail by first class mail a notice to each owner of a Bond advising such owner (a) that the interest rate borne by such Bond may be adjusted as of the next succeeding Adjustment Date and that such interest rate will be a rate equal to the lowest rate which, in the sole judgment of the Remarketing Agent, would produce a price for the Bonds equal to 100% of the principal amount thereof on such Adjustment Date, (b) of the redemption provisions that will be applicable to such Bond during the Rate Period that will commence on such Adjustment Date, (c) that such owner will have the right to have such Bond (or portion thereof in an integral multiple of \$5,000) purchased by the Company or its designee by delivering such Bond and a properly executed and completed Bondholder Election Notice to the Tender Agent between the April 1 and April 15 (or if such April 15 is not a Business Day, the immediately succeeding Business Day) immediately preceding such Adjustment Date, and (d) that if the Rate Period which will commence on such Adjustment Date is the Final Rate Period, that the right of such owner to tender such Bond for purchase will not be available after such Adjustment Date.

Not later than the Business Day next succeeding the March 31 immediately preceding each Adjustment Date which commences a Substitute Rate Period, the Trustee will mail by first class mail a notice to each owner of a Bond advising such owner (a) that the interest rate borne by such Bond may be adjusted as of the next succeeding Adjustment Date and that such interest rate will be a rate equal to the lowest rate which, in the sole judgment of the Remarketing Agent, would produce a price for the Bonds equal to 100% of the principal amount thereof on the Adjustment Date for such Substitute Rate Period, (b) of the redemption provisions that will be applicable to the Bonds during such Substitute Rate Period, (c) of the length of such Substitute Rate Period and, unless such Substitute Rate Period is the Final Rate Period, that all subsequent Rate Periods will be equal in length to such Substitute Rate Period unless and until the Company shall exercise its option to designate a Rate Period of a different length, (d) that the Bonds are subject to mandatory tender for purchase on such Adjustment Date, (e) that the owner of such Bond may elect not to tender or sell its Bond (or portion thereof in an integral multiple of \$5,000) by delivering a Non-Tender Notice to the Tender Agent not later than the close of business of the Tender

Agent on the April 15 (or if such April 15 is not a Business Day, on the immediately succeeding Business Day) immediately preceding such Adjustment Date, (f) that if such owner elects to retain such Bond (or portion thereof in an integral multiple of \$5,000) it will not be permitted to sell such Bond or portion thereof prior to the applicable Adjustment Date, (g) if a Non-Tender Notice has not been properly received by the Tender Agent, that such Bond must be tendered for purchase by the owner thereof at or before 10:00 A.M., New York time, on such Adjustment Date, and (h) if such Substitute Rate Period is the Final Rate Period, that the right of such owner to tender such Bond for purchase will not be available after such Adjustment Date.

Payment of the purchase price of any Bond mandatorily tendered for purchase shall be payable upon the surrender of such Bond in lawful money of the United States of America at the principal corporate trust office of the Tender Agent.

As provided in the Indenture, subject to timely receipt by the Tender Agent of the purchase price thereof, Bonds or portions thereof (i) for which a properly completed and executed Bondholder Election Notice has been delivered by an Investment Company, but which have not been delivered on the applicable Adjustment Date by such Investment Company as hereinabove provided, or (ii) for which a Non-Tender Notice has not been properly delivered, but which have not been delivered on the applicable Adjustment Date by the owner thereof as hereinabove provided (collectively, "Unsurrendered Bonds"), shall be deemed to be purchased by the Company on such Adjustment Date. On the applicable Adjustment Date, the Company shall be the owner of Unsurrendered Bonds, but such tendering owner shall be entitled to payment of the purchase price therefor upon delivery thereof to the Tender Agent.

The Issuer has, at the direction of the Company, initially appointed Shearson Lehman Hutton Inc. and Goldman, Sachs & Co., acting jointly, as the Remarketing Agent. The Issuer may, at the direction of the Company, remove or replace the Remarketing Agent.

Anything herein to the contrary notwithstanding, in no event shall the interest rate borne by this Bond exceed twenty percent (20%) per annum.

This Bond is transferable by the registered owner hereof or his duly authorized attorney at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in form with guaranty of signature satisfactory to the Trustee. Upon any such transfer, a new fully registered Bond or Bonds without coupons of the same maturity, of authorized denomination or denominations, and in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered may be deemed the absolute owner hereof by the Issuer and the Trustee for the purpose of rendering payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and any notice to the contrary shall not be binding upon the Issuer or the Trustee.

The Bonds are issuable only as fully registered Bonds without coupons in the denomination of \$5,000 each or any integral multiple thereof. Upon payment of the charges provided in the Indenture, Bonds may be exchanged, at the option of the registered

owner thereof, for an equal aggregate principal amount of fully registered Bonds of the same maturity of any other authorized denomination, upon the surrender thereof at the principal corporate trust office of the Trustee in Chicago, Illinois with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Issuer and the Trustee, duly executed by the registered owner or his duly authorized attorney.

The Bonds are subject to optional redemption by the Issuer, at the direction of the Company, in whole or in part (and if in part, by lot in such manner as may be designated by the Trustee), (i) on May 1, ____, at ____% of the principal amount thereof plus accrued interest, if any, to the redemption date, and (ii) thereafter at the times (measured in each case from the first day of the applicable Rate Period) and at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued interest, if any to the redemption date:

Length Of Rate Period	Redemption Dates And Prices
Greater than 15 years	At any time on or after the 10th anniversary of the May 1 commencing such Rate Period at 102%, declining 1% annually on each May 1 thereafter to 100%.
11 through 15 years	At any time on or after the 5th anniversary of the May 1 commencing such Rate Period at 102%, declining 1/2% annually on each May 1 thereafter to 100%.
8 through 10 years	At any time on or after the 5th anniversary of the May 1 commencing such Rate Period at 101-1/2%, declining 1/2% annually on each May 1 thereafter to 100%.
6 or 7 years	At any time on or after the 3rd anniversary of the May 1 commencing such Rate Period at 101-1/2%, declining 1/2% annually on each May 1 thereafter to 100%.
5 years	At any time on or after the 2nd anniversary of the May 1 commencing such Rate Period at 101-1/2%, declining 1/2% annually on each May 1 thereafter to 100%.
4 years	At any time on or after the 2nd anniversary of the May 1 commencing such Rate Period at 101%, declining 1/2% annually on each May 1 thereafter to 100%.

Length Of Rate Period

Redemption Dates And Prices

3 years or less Not subject to optional redemption.

The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems its First and Refunding Mortgage Bonds, Series BB due May 1, _____ (the "First Mortgage Bonds"), upon the acquisition by any federal, state or municipal authority of all or any substantial portion (at least one-third on the basis of book values) of the income producing properties of the Company which are subject to the lien of that certain Mortgage dated January 2, 1926 from Chicago By-Product Coke Company to Illinois Merchants Trust Company, as trustee, as amended and supplemented (and to which the Company and Continental Bank, N.A., as trustee, are presently parties).

The Bonds are subject to optional redemption by the Issuer, at the direction of the Company, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, upon the occurrence of certain events described in the Indenture (relating to unreasonable burdens or excessive liabilities imposed upon the Company; changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies or technological or other changes rendering the Project uneconomic; court order or decree preventing operations at the Project or rendering the continuation of the Project's operation economically unfeasible).

The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any owner thereof, other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations thereunder. Any determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any owner of the Bonds (other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in the principal amount of \$5,000 or any integral multiple thereof) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result.

In the event any of the Bonds or portions thereof (which shall be \$5,000 or any integral multiple thereof) are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee, by mailing a copy of the redemption notice by first-class mail to the registered owner of each Bond to be redeemed, at the address shown on the registration books of the Issuer maintained by the Trustee, not more than sixty and not less than thirty days prior to the redemption date; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred. All Bonds so called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois and pursuant to an ordinance of the City Council of the Issuer. This Bond and the series of which it forms a part are limited obligations of the Issuer payable solely out of the revenues and receipts derived by the Issuer under the Agreement (except as provided in the Indenture to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), which revenues and receipts include among other things the payments made on one or more First Mortgage Bonds, delivered by the Company pursuant to the Agreement. No owner of any of the Bonds has the right to compel any exercise of taxing power of the Issuer to pay the Bonds, or the interest or premium, if any, thereof, and the Bonds do not constitute an indebtedness of the Issuer, or a loan of credit thereof within the meaning of any constitutional or statutory provision. Pursuant to the provisions of the Agreement, payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid by the Company to the Trustee and deposited in a special account created by the Issuer and designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A", and all such payments have been duly pledged and assigned to the Trustee under the Indenture to secure payment of such principal, premium, if any, and interest.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future member, councilman, officer or employee of the Issuer, or through the Issuer, or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, councilman, officer or employee, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture to institute action to enforce the covenants therein, to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an event of default as defined in the Indenture occurs, the principal of all Bonds issued under the Indenture may be declared due and payable upon the conditions and in the manner and with the effect provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[Form Of Assignment]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif. Gifts/Transfers Min. Act -- : _____ Custodian: _____
(Cust.) (Minor)

Under Uniform Gifts/Transfers to Minors Act: _____
(State)

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants in common.

Additional abbreviations may also be used though not in the above list.

Assignment.

For Value Received, The undersigned sells, assigns and transfers unto:

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Notice: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

[Form Of Bondholder Election Notice]

Bonds.

Bondholder Election Notice.

Attention: Read General Instructions Before Completing This Bondholder Election Notice.

Attention: You May Elect To Have Any Bond Or Portion Thereof (In An Integral Multiple Of \$5,000) Held By You Purchased By The Company Or Its Designee On May 1, _____, And On The May 1 Commencing Each Rate Period Other Than A Substitute Rate Period (Each As Defined In Such Bond) Thereafter. In Order To Have A Bond Or Portion Thereof (In An Integral Multiple Of \$5,000) Purchased On Any Such May 1, You Must Submit This Notice, Properly Completed, To The Tender Agent Between The April 1 And April 15 (Or If Such April 15 Is Not A Business Day, The Immediately Succeeding Business Day), Inclusive, Next Preceding Such May 1, Except As Otherwise Hereinafter Provided With Respect To Investment Companies. No Bond Will Be Accepted By The Tender Agent Except During Such Period, Except As Otherwise Hereinafter Provided. A Single Bondholder Election Notice May Be Used To Tender More Than One Bond Registered In The Same Name.

The undersigned hereby presents the City of Chicago, Illinois, Adjustable-Rate Gas Supply Revenue Bond, 1990 Series A (The Peoples Gas Light And Coke Company Project), attached hereto or delivered herewith to First Chicago Trust Company of New York, as tender agent (referred to in such capacity as the "Tender Agent") under a Tender Agreement (the "Tender Agreement") dated as of May 1, 1990, between the Tender Agent and The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"), and elects to have such Bond(s) (or portions thereof in integral multiples of \$5,000 specified below) (the "Bond(s)") purchased by the Company or its designee in accordance with the provisions of the Indenture of Trust dated as of May 1, 1990, by and between the City of Chicago, Illinois, and The First National Bank of Chicago, as trustee (referred to in such capacity as the "Trustee") (said Indenture of Trust, as from time to time supplemented and amended, hereinafter referred to as the "Indenture") on the May 1 (a "Purchase Date") next following the submission of this Notice to the Tender Agent, at a purchase price of 100% of the principal amount thereof.

Pursuant to the terms of the Indenture, accrued interest on the Bonds to the Purchase Date will be paid directly by the Trustee to the owners thereof.

This Bondholder Election Notice shall not be accepted by the Tender Agent unless it is properly completed and received between the opening of business at the principal corporate trust office of the Tender Agent on the April 1 immediately preceding a Purchase Date, and the close of business at such principal corporate trust office on the April 15 (or if such April 15 is not a Business Day, on the immediately succeeding Business Day) immediately preceding such Purchase Date, by the Tender Agent, at its principal corporate trust office at 120 Broadway, 22nd Floor, New York, New York 10271, Attention: Manager; provided that if you are an open-end diversified management company registered under the Investment Company Act of 1940, as amended, you may, if you irrevocably notify the Tender Agent by delivering the Bondholder Election Notice during the aforesaid period, deliver this Bond to the Tender Agent not later than 10:00 A.M. New York time on such Purchase Date. Subject to timely receipt by the Tender Agent of the moneys required for the purchase of any Bond owned by an Investment Company for which a Bondholder Election Notice has been properly delivered, any such Bond not so delivered on such Purchase Date shall be deemed to have been purchased by the Company on such Purchase Date and on such Purchase Date the Company shall be the owner of such Bond for all purposes, all as provided in the Indenture. As provided in the Tender Agreement, the Tender Agent's determination as to whether a Bondholder Election Notice is properly completed and received will be binding upon the owner and the Company.

The Form for Transfer appearing on this Bondholder Election Notice relates to each such Bond delivered herewith and must be signed by the registered owner(s) (or his/their attorney duly authorized in writing) of such Bond(s).

The following Bond(s) registered in the name signed and printed or typed below is submitted with this Bondholder Election Notice for purchase, in whole or in part, as specified below:

(A)	(B)	(C)
Delivered Bond Number	Principal Amount Delivered For Purchase	Principal Amount Not Delivered For Purchase
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Total:	\$ _____	Total: \$ _____

- Note: (1) You Must Insert In The Space Provided Above: In Column (A) The Number Of Each Of Your Bond(s) Being Submitted Hereunder; In Column (B) The Principal Amount Of Such Bond(s) You Wish To Have Purchased (If In Portions, In Integral Multiples Of \$5,000); And In Column (C) The Principal Amount Of Such Bond(s) You Do Not Wish To Have Purchased.
- (2) Bondholder Election Notices Must Be Signed By All Registered Owners (Or Their Attorneys Duly Authorized In Writing) For Bonds Registered In Two Or More Names.
- (3) Separate Bondholder Election Notices Must Be Presented For Bonds Registered In Different Forms Of The Same Name.
- (4) Important -- See General Instruction 8.

If the Bond(s) submitted herewith is/are submitted for purchase in part, the undersigned hereby appoints the Tender Agent as his duly authorized attorney and directs the Tender Agent to present the Bond(s) submitted herewith to the Trustee for exchange into (i) a Bond(s) representing that principal amount of the Bond(s) submitted herewith to be purchased and (ii) a Bond(s) representing that principal amount of the Bond(s) submitted herewith not be purchased, registered in the same name(s) as the Bond(s) submitted herewith.

This Election Is Irrevocable And Binding On The Undersigned And Cannot Be Withdrawn.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the purchase price (other than interest on the Bonds to the Purchase Date,

which will be paid directly to the Bondholder by check by the Trustee) of the Bond(s) or portions(s) thereof submitted herewith for purchase pursuant to the Tender Agreement and elects to receive payment for the Bond(s) or portion(s) thereof presented herewith by check mailed to the undersigned at the address indicated below:

Print or Type: _____
Name(s) of Bondholder(s)

Street City State Zip

() _____
Area Code Telephone Number

Signature(s): _____

Dated: _____

Note: The signature(s) to this Bondholder Election Notice must correspond exactly to the name(s) appearing on the books of the Trustee in every particular, without alteration or enlargement or any change whatsoever. See General Instructions.

Important: See General Instruction 7 Before Filling In the Boxes Appearing Below.

Special Payment Instructions

To be completed Only if the check for the price of the Bond(s) purchased is to be issued in the name(s) of and sent to a person(s) other than the name(s) signed above.

Issue check to:

Name(s): _____
(Please Print)

Address: _____
(Include Zip Code)

Special Delivery Instructions

To be completed Only if the check for the price of the Bond(s) purchased is to be sent to a person(s) other than the name(s) signed above at an address other than that shown above.

Mail check to:

Name(s): _____
(Please Print)

Address: _____
(Include Zip Code)

Important: You Must Sign The Following Form
For Transfer As Instructed.

Form For Transfer.

For Value Received, the undersigned hereby sells, assigns and transfers unto the Tender Agent the Bond(s) identified above as being elected to be purchased or, in the case of Bond certificates representing a greater principal amount than is to be purchased, any Bond(s) issued in partial exchange therefor in an aggregate principal amount equal to the amount set forth in Column (B) above and all rights thereunder, and hereby irrevocably constitutes and appoints the above-mentioned Tender Agent to authorize the transfer of such Bond(s) on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature(s): _____

Notice: The signature(s) to this Form For Transfer must correspond exactly to the name(s) of the owner(s) of such Bond(s) appearing on the books of the Bond Registrar in every particular, without alteration or enlargement or any change whatsoever. See General Instructions.

General Instructions.

1. If the Bondholder Election Notice is signed by the registered owner(s) of any Bond, the signature(s) on the Bondholder Election Notice must be exactly the same as the name(s) appears on the Bond register kept by the Trustee. If you wish to know in what form your name appears on the Bond register, contact the Trustee.
2. If Bond(s) delivered to the Tender Agent hereunder are owned of record by two or more joint owners, all such owners must sign the Bondholder Election Notice.
3. If the Bondholder Election Notice is signed by trustees, executors, administrators, guardians, attorneys in fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and evidence satisfactory to the Tender Agent of their authority so to act must be submitted.
4. If the Bondholder Election Notice is signed by any person(s) other than the registered owner(s) of the Bond(s) delivered herewith, the Bond(s) must be accompanied by a proper written instrument of transfer signed exactly as the name or names of the registered owner or owners appear on the Bond register.

5. Signatures on the proper written instrument of transfer required by Instruction 4 must be guaranteed by a commercial bank or trust company having an office or correspondent in Chicago, Illinois or New York City or by a member organization of a registered national securities exchange.

6. Brokers, banks or fiduciaries holding Bonds for customers or beneficiaries should cooperate with such customers or beneficiaries in order to make sure that all of the Bonds belonging, or deemed for tax purposes to belong, to a single registered owner (which Bonds are being elected to be purchased) are delivered with the same Bondholder Election Notice. Brokers or other nominees must subject separate Bondholder Election Notices for each customer or beneficiary.

7. If the registered owner(s) elects to have the check made payable to any person(s) other than the registered owner(s) or mailed to any person(s) other than the registered owner(s), the Special Payment Instructions or the Special Delivery Instructions, as the case may be, must be completed and signature(s) of the registered owner(s) on the Bondholder Election Notice must be guaranteed as provided in General Instruction 5. The registered owner(s) must fill in his/their name(s) and address(es) in the space first provided above whether or not the check is to be issued and/or mailed to him/them.

8. Bond(s) may be delivered for purchase in whole or in part: for example, if you hold a Bond in the principal amount of \$10,000, you may choose not to deliver for purchase \$5,000 of such Bond and submit \$5,000 for purchase. The portion submitted for purchase must be in \$5,000 increments, and you must indicate what portion of such Bond(s) is being submitted for purchase in Column B of the Bondholder Election Notice. The Trustee will issue in your name a new Bond in an aggregate principal amount equal to the portion of Bond(s) you do not want purchased.

9. The method of presenting Bond(s) to the Tender Agent is at the risk and expense of the person making such presentation. If made by mail, registered mail insured is recommended.

[Form Of Non-Tender Notice]

Bonds.

Non-Tender Notice.

Attention: Read General Instructions Before Completing This Non-Tender Notice.

Attention: You May Elect To Retain Any Bond Or Portion Thereof (In An Integral Multiple Of \$5,000) Held By You That Is Subject To Mandatory Tender For Purchase On The May 1 Commencing Each Substitute Rate Period (As

Defined In Such Bond). In Order To Retain A Bond Or Portion Thereof (In An Integral Multiple of \$5,000) That Is Subject To Mandatory Tender For Purchase On Any Such May 1, You Must Submit This Notice, Properly Completed, To The Tender Agent On Or Prior To The April 15 (Or If Such April 15 Is Not A Business Day, The Immediately Succeeding Business Day) Next Preceding Such May 1. No Non-Tender Notice Submitted By You Will Be Accepted By The Tender Agent Except During Such Period. A Single Non-Tender Notice May Be Used To Retain More Than One Bond Registered In The Same Name.

The undersigned hereby elects to retain its City of Chicago, Illinois, Adjustable-Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project), more fully described below, (or portions thereof in integral multiples of \$5,000 specified below) (the "Bond(s)") that are subject to mandatory tender for purchase by The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company") or its designee in accordance with the provisions of the Indenture of Trust dated as of May 1, 1990, by and between the City of Chicago, Illinois, and the First National Bank of Chicago, as trustee (referred to in such capacity as the "Trustee") (said Indenture of Trust, as from time to time supplemented and amended, hereinafter referred to as the "Indenture") on the May 1 (a "Purchase Date") next following the submission of this Notice to First Chicago Trust Company of New York, as tender agent (the "Tender Agent") under a Tender Agreement (the "Tender Agreement") dated as of May 1, 1990 between the Tender Agent and the Company at a purchase price of 100% of the principal amount thereof.

The undersigned hereby (1) acknowledges that it may not sell or otherwise transfer any Bond or portion thereof that has been retained pursuant to this notice prior to the May 1 next succeeding the delivery hereof, (2) acknowledges that its election to retain such Bond(s) is irrevocable, and (3) if the rate period to commence on such May 1 ends on April 30, _____, (the day immediately preceding the maturity date of the Bonds), acknowledges that a right to tender such Bond(s) or portions thereof will not be available after such May 1.

This Non-Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received prior to the close of business at the principal corporate trust office of the Tender Agent on the April 15 (or if such April 15 is not a Business Day, on the immediately succeeding Business Day) immediately preceding such Purchase Date, by the Tender Agent, at its principal corporate trust office at 120 Broadway, 22nd Floor, New York, New York 10271, Attention: Manager. Any Bond owned by the undersigned which is not retained pursuant to this notice shall be deemed to have been purchased by the Company on the applicable Purchase Date and on such Purchase Date the Company shall be the owner of such Bond for all purposes, all as provided in the Indenture. As provided in the Tender Agreement, the Tender Agent's determination as to whether a Non-Tender Notice is properly completed and received will be binding upon the owner and the Company.

The following Bond(s) registered in the name signed and printed or typed below is retained pursuant to this Non-Tender Notice for purchase, in whole or in part, as specified below:

(A)	(B)	(C)
Retained Bond Number	Principal Amount Not Delivered For Purchase	Principal Amount Delivered For Purchase
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Total:	\$ _____	Total: \$ _____

- Note: (1) You Must Insert In The Space Provided Above: In Column (A) The Number Of Each Of Your Bond(s) Being Retained Hereunder; In Column (B) The Principal Amount Of Such Bond(s) You Do Not Wish To Have Purchased (If In Portions, In Integral Multiples Of \$5,000); And In Column (C) The Principal Amount Of Such Bond(s) You Do Wish To Have Purchased.
- (2) Non-Tender Notices Must Be Signed By All Registered Owners (Or Their Attorneys Duly Authorized In Writing) For Bonds Registered In Two Or More Names.
- (3) Separate Non-Tender Notices Must Be Presented For Bonds Registered In Different Forms Of The Same Name.
- (4) Important -- See General Instruction 5.

If the Bond(s) retained hereby is/are retained in part, the undersigned hereby appoints the Tender Agent as his duly authorized attorney and directs the Tender Agent to present such Bond(s), upon submission by the undersigned to the Tender Agent on the applicable Purchase Date, to the Trustee for exchange into a Bond(s) representing that principal amount of the Bond(s) retained hereby, registered in the same name(s) as the Bond(s).

This Election Is Irrevocable And Binding On The Undersigned And Cannot Be Withdrawn.

Print or Type:

Name(s) of Bondholder(s)

Street City State Zip

() _____
Area Code Telephone Number

Signature(s):

Dated:

Note:

The signature(s) to this Non-Tender Notice must correspond exactly to the name(s) appearing on the books of the Trustee in every particular, without alteration or enlargement or any change whatsoever. See General Instructions.

General Instructions.

1. If the Non-Tender Notice is signed by the registered owner(s) of any Bond, the signature(s) on the Non-Tender Notice must be exactly the same as the name(s) appears on the bond register kept by the Trustee. If you wish to know in what form your name appears on the bond register, contact the Trustee.

2. If Bond(s) retained hereunder are owned of record by two or more joint owners, all such owners must sign the Non-Tender Notice.

3. If the Non-Tender Notice is signed by trustees, executors, administrators, guardians, attorneys in fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and evidence satisfactory to the Tender Agent of their authority so to act must be submitted.

4. Brokers, banks or fiduciaries holding Bonds for customers or beneficiaries should cooperate with such customers or beneficiaries in order to make sure that all of the Bonds belonging or deemed for tax purposes to belong, to a single registered owner (which Bonds are being retained) are retained pursuant to the same Non-Tender Notice. Brokers or other nominees must submit separate Non-Tender Notices for each customer or beneficiary.

5. Bond(s) may be retained in whole or in part: for example, if you hold a Bond in the principal amount of \$10,000, you may choose to retain \$5,000 of such Bond. The portion retained must be in \$5,000 increments, and you must indicate what portion of such Bond(s) is being retained in Column B of the Non-Tender Notice. Upon submission by you of a Bond that is to be retained in part only, the Trustee will issue in your name a new Bond in an aggregate principal amount equal to the portion of Bond(s) you have elected to retain.

F. The execution and delivery of the Bonds and of the Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done.

Now, Therefore, This Indenture Of Trust Witnesseth:

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, One Dollar duly paid to the Issuer by the Trustee at or before the execution and delivery of these presents and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign unto the Trustee, and unto its successors and assigns forever:

Granting Clause First.

All of the rights and interest of the Issuer in and to the First Mortgage Bonds (as hereinafter defined) and the Agreement, except for the rights of the Issuer under Sections 5.3 and 6.4 of the Agreement; and

Granting Clause Second.

All moneys and securities from time to time held by the Trustee under the terms of this Indenture and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone in its behalf, or with its written consent to the Trustee which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms above.

To Have And To Hold, All and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust and assigns forever.

In Trust Nevertheless, Upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein).

Provided, However, That if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or

to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article IV hereof or shall provide, as permitted by Article XIV hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

This Indenture Of Trust Further Witnesseth, And it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the revenues and receipts derived from the Project hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time of the Bonds, as follows:

Article I.

Definitions.

In this Indenture and any indenture supplemental hereto (except as otherwise expressly provided or unless the content otherwise requires) the singular includes the plural, the masculine includes the feminine, and the following terms shall have the meanings specified in this Article, unless the context otherwise requires:

"Adjusted Interest Rate" with respect to any Rate Period (except the first Rate Period, for which no Adjusted Interest Rate will be determined) means the per annum rate of interest borne by the Bonds during such Rate Period, determined in accordance with Section 210 hereof.

"Adjusted Rate Pricing Date" means a date selected by the Remarketing Agent on or after the April 16 immediately preceding the applicable Adjustment Date but prior to such Adjustment Date.

"Adjustment Date" means with respect to the Bonds, May 1, _____, and the May 1 commencing each subsequent Rate Period thereafter (or if such May 1 is not a Business Day, the Business Day next succeeding such May 1).

"Agreement" means the Loan Agreement executed by and between the Issuer and the Company of even date herewith, as from time to time supplemented and amended.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on Bonds

issued by states and their political subdivisions) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A created by Section 402 hereof.

"Bondholder" or "holder" or "owner" means the registered owner of any Bond.

"Bondholder Election Notice" means the Bondholder Election Notice in the form originally attached to the Bonds, as set forth in the form of Bond above.

"Bonds" means the \$75,000,000 aggregate principal amount of Adjustable- Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project), to be issued by the Issuer hereunder.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the Principal Office of the Trustee or the Principal Office of the Tender Agent is located are authorized by law or executive order to close (and the Trustee or the Tender Agent, as the case may be, is in fact closed).

"Certified Ordinance" means a copy of one or more ordinances certified by the City Clerk of the Issuer under its seal to have been duly adopted by the Issuer and to be in effect on the date of such certification.

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Collateral Release Fund" means the Collateral Release Fund created by Section 412 hereof.

"Company" means The Peoples Gas Light and Coke Company, a corporation organized and existing under the laws of the State of Illinois, and any surviving, resulting or transferee corporation as permitted in Section 5.1 of the Agreement.

"Construction Fund" means City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A created by Section 406.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Default" or "event of default" means any occurrence or event specified in and defined by Section 901 hereof.

"Exempt Facilities" means facilities (i) which constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) qualify as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Extraordinary Services" and "Extraordinary Expenses" mean all services rendered and all reasonable expenses, including counsel fees, incurred under the Indenture other than Ordinary Services and Ordinary Expenses including any tax or governmental charge due in connecton with the exchange of any Bond which is not chargeable to the Bondholder pursuant to Section 203 hereof.

"Final Rate Period" means the Rate Period commencing on an Adjustment Date and terminating on April 30, _____.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series BB, issued pursuant to the Series BB First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, N.A.), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series BB First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, N.A., as trustee under the First Mortgage Indenture, or its successor as such trustee.

"Government Obligations" means non-callable direct general obligations of, or obligations the payment of the principal and interest of which are unconditionally guaranteed by the United States of America.

"Indenture" means these presents as supplemented and amended by any supplemental indentures executed by the Issuer and the Trustee pursuant to Article XII hereof.

"Interest Payment Date" means with respect to the Bonds, each May 1 and November 1, commencing November 1, 1990.

"Investment Company" means an open-end diversified management investment company registered under the Investment Company Act of 1940, as amended.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties and functions of the Issuer.

"Non-Tender Notice" shall have the meaning set forth for such term in Section 703 hereof.

"Ordinary Services" and "Ordinary Expenses" mean those services rendered and those reasonable expenses incurred by the Trustee hereunder which are equivalent to those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

"Outstanding" or "outstanding", in connection with Bonds means, as of the time in question, all Bonds authenticated and delivered under this Indenture, except:

A. Bonds theretofore cancelled or required to be cancelled under Section 208 hereof;

B. Bonds for the payment or redemption of which the necessary amount shall have been or shall concurrently be deposited with the Trustee or for which provision for the payment thereof shall have been made in accordance with Article XIV hereof; provided that, if such Bonds are being redeemed prior to maturity, the required notice of redemption shall have been given or provision satisfactory to the Trustee shall have been made therefor; and

C. Bonds in substitution for which other Bonds have been authenticated and delivered; pursuant to Article II hereof.

"Person" means natural persons, partnerships, associations, corporations, trusts and public bodies.

"Predecessor Bonds" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond; and, for purposes of this definition, any Bond authenticated and delivered under Section 206 of this Indenture in lieu of a lost, stolen or destroyed Bond shall be deemed to evidence the same debt as the lost, stolen or destroyed Bond.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, which are described in Exhibit A to the Agreement, as said Exhibit A may from time to time be amended.

"Rate Period" means with respect to the Bonds, (i) the period beginning on May 1, 1990 and ending on April 30, 19____, and each subsequent _____-year period commencing on May 1, 19____, and on the May 1 of every [_____] year thereafter to and including May 1, _____, except as otherwise designated by the Company in the manner set forth in Section 210 hereof, and (ii) each Substitute Rate Period designated by the Company in the manner set forth in Section 210 hereof.

"Record Date" means with respect to the Bonds, the April 15 or October 15, as the case may be, next preceding an Interest Payment Date, except as otherwise described in Section 202 hereof.

"Remarketing Agent" means the Remarketing Agent appointed by the Issuer pursuant to Article XI hereof, initially, Shearson Lehman Hutton, Incorporated and Goldman, Sachs & Company, acting jointly. "Principal Office" of the Remarketing Agent shall mean the principal office thereof designated in writing to the Trustee, the Issuer and the Company.

"Remarketing Agreement" means the Remarketing Agreement of even date herewith by and between the Company and the Remarketing Agent, as from time to time amended and supplemented.

"Revenues" means (i) all amounts payable in respect of the principal, premium, if any, and interest on the First Mortgage Bonds, (ii) any portion of net proceeds of the Bonds deposited with the Trustee under Section 403 hereof for the payment of accrued interest, (iii) any amounts paid into the Bond Fund from the Construction Fund, (iv) any earnings on moneys on deposit in the Bond Fund and (v) any other moneys paid by the Company pursuant to Section 4.3 of the Agreement. Revenues shall not include any amounts payable by the Company pursuant to Sections 5.3 and 6.4 of the Agreement.

"Series BB First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Substitute Rate Period" shall have the meaning set forth for such term in Section 210 hereof.

"Tender Agent" means First Chicago Trust Company of New York, and any successor tender agent appointed pursuant to Section 6.3 of the Tender Agreement. "Principal Office" of the Tender Agent shall mean 120 Broadway, 22nd Floor, New York, New York 10271.

"Tender Agreement" means that certain Tender Agreement by and between the Company and the Tender Agent of even date herewith, as from time to time amended and supplemented, relating to the Bonds.

"Trustee" means The First National Bank of Chicago, and any successor trustee appointed pursuant to Section 1105 or 1108 hereof at the time serving as successor trustee hereunder and shall include any co-trustee serving as such hereunder. "Principal Office" of the Trustee shall mean One First National Plaza, Suite 0126, Chicago, Illinois 60670.

"Unsurrendered Bonds" means Bonds or portions thereof (i) for which a properly completed and executed Bondholder Election Notice has been delivered by an Investment Company, but which Bonds have not been delivered on the applicable Adjustment Date as provided in Section 704 hereof, or (ii) for which a Non-Tender Notice has been properly delivered, but which have not been delivered on the applicable Adjustment Date by the owner thereof as provided in Section 703 hereof.

The words "hereof", "herein", "hereto", "hereby", and "hereunder" (except in the form of Bond) refer to this Indenture as a whole.

Every "request", "order", "demand", "application", "appointment", "notice", "statement", "certificate", "consent" or similar action hereunder by the Issuer shall, unless the form thereof is specifically provided, be in writing signed by a duly authorized officer or agent of the Issuer.

All other terms used herein which are defined in the Agreement shall have the same meanings assigned to them in the Agreement unless the context otherwise requires.

Article II.

The Bonds.

Section 201. Amounts And Terms Of Bonds.

Except as provided in Section 206 hereof, the Bonds shall be limited to \$75,000,000 in aggregate principal amount, shall be designated "City of Chicago, Illinois, Adjustable-Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project)", and shall contain substantially the terms recited in the form of Bond above. The Bonds shall provide that principal or redemption price and interest in respect thereof shall be payable only out of the Revenues. Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures, "C.U.S.I.P." numbers shall appear on the Bonds.

The Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the Issuer shall otherwise direct, the Bonds shall be lettered R and shall be numbered separately from 1 upward.

The Bonds shall mature on May 1, _____ (subject to the provisions of Article VII hereof) and shall bear interest until paid at the per annum percentage interest rate in effect under Section 210 hereof. Interest shall also accrue on any overdue principal, premium, if any, and (to the extent that such interest shall be legally enforceable) on any overdue installment of interest respecting any Bond at the rate of interest borne by such Bond for the applicable period that such principal, if any, or interest, as the case may be, is overdue.

Section 202. Interest Accrual.

The Bonds shall be dated as of May 1, 1990. Interest on the Bonds (calculated on the basis of a year of 360 days consisting of twelve 30-day months) shall be payable on May 1 and November 1 of each year, commencing November 1, 1990. Each Bond shall bear interest from the May 1 or November 1 to which interest has been paid next preceding the date of authentication thereof, unless authenticated on a May 1 or November 1 to which interest has been paid, in which event it shall bear interest from such May 1 or November 1, or unless no interest has been paid on such Bond (or any Predecessor Bond), in which event it shall bear interest from its date. The Trustee shall insert the date of authentication of each Bond in the place provided for such purpose in the form of certificate of authentication of Trustee to be printed on each Bond. The person who is the registered owner of any Bond at the close of business on any Record Date with respect to any Interest

Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by the Issuer or by the Trustee on behalf of the Issuer by notice mailed to the owners of Bonds not less than ten days preceding such Record Date, which Record Date shall be not more than thirty days prior to the subsequent interest payment date.

Section 203. Registration, Transfer And Exchange.

The Issuer shall cause books for the registration and transfer of the Bonds to be kept at the Principal Office of the Trustee and hereby appoints the Trustee its registrar and transfer agent to keep such books.

Upon surrender for transfer of any Bond at such office, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of authorized denomination for the aggregate principal amount which the registered owner is entitled to receive.

Any Bond shall be exchangeable for Bonds of the same series, maturity and interest rate, of any authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. Bonds to be exchanged shall be surrendered at the Principal Office of the Trustee, and the Issuer shall execute and the Trustee shall authenticate and deliver in exchange therefor the Bond or Bonds which the Bondholder making the exchange shall be entitled to receive. Notwithstanding the provisions of Section 202 hereof, all Bonds delivered in exchange shall be so dated so that neither gain nor loss in interest shall result from the transfer or exchange.

All Bonds presented for transfer, exchange, redemption or payment (if so required by the Issuer or the Trustee), shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the registered owner or by his duly authorized attorney.

No service charge shall be made for any exchange or transfer of Bonds, but the Issuer and the Trustee may require payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Except as provided in Section 211 hereof, the Trustee shall not be required (a) to transfer or exchange any Bonds during a period beginning at the opening of business on the tenth Business Day next preceding any selection of Bonds to be redeemed and ending at the close of business on the day on which the applicable notice of redemption is given, (b) to transfer or exchange any Bonds selected, called or being called for redemption in whole or in part or (c) to transfer or exchange any Bonds or portions thereof during a period commencing at the opening of

business on the April 1 next preceding the applicable Adjustment Date and ending at the close of business on the April 30 next preceding such Adjustment Date.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The Issuer and the Trustee may treat the registered owner as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. The person in whose name any Bond is registered may be deemed the absolute owner thereof by the Issuer and the Trustee, and any notice to the contrary shall not be binding upon the Issuer or the Trustee.

Section 204. Execution; Limited Obligation.

The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or facsimile signature of its City Clerk, and shall have impressed or imprinted thereon the corporate seal of the Issuer or a facsimile thereof. Any such facsimile signatures shall have the same force and effect as if said Mayor or City Clerk, as the case may be, had manually signed each of said Bonds.

In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with premium, if any, and interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof) and shall be a valid claim of the respective owners thereof only against the Bond Fund and other moneys held by the Trustee and the Revenues, which Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture and the Agreement. The Bonds shall be limited obligations of the Issuer payable solely from the Revenues (except as provided in this Indenture and the Agreement, to the extent paid out of moneys attributable to Bond proceeds or the income from the temporary investment thereof). No owner of any of the Bonds shall have the right to compel any exercise of taxing power of the Issuer thereof to pay the Bonds, or the interest or premium, if any, thereon, and the Bonds shall not constitute an indebtedness of the Issuer thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained, against any past, present or future member, councilman, officer, employee or agent of the Issuer, either directly or through the Issuer or

any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, councilman, officer, employee or agent, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 205. Authentication.

No Bond shall be valid for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of authentication shall be conclusive proof that such Bond has been duly authenticated and delivered under this Indenture and that the holder thereof is entitled to the security and benefits of the trust hereby created. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 206. Mutilated, Destroyed, Lost Or Stolen Bonds.

If any Bond shall become mutilated, the Issuer shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and denomination in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of such mutilated Bond for cancellation, and the Issuer and the Trustee may require reasonable indemnity therefor. If any Bond shall be reported destroyed, lost or stolen, evidence as to the ownership thereof and the destruction, loss or theft thereof shall be submitted to the Issuer and the Trustee; and if such evidence shall be satisfactory to both and indemnity satisfactory to both shall be given, the Issuer shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like tenor and denomination. The cost of providing any substitute Bond under the provisions of this section shall be borne by the Bondholder for whose benefit such substitute Bond is provided. If any such mutilated, destroyed, lost or stolen Bond shall have matured or be about to mature, the Issuer may, with the consent of the Trustee, pay to the owner the principal amount of such Bond upon the maturity thereof and the compliance with the aforesaid conditions by such owner, without the issuance of a substitute Bond therefor.

In the event there shall exist Unsurrendered Bonds, the Trustee shall, upon the written request of the Company, authenticate and deliver to the Company or its order, or hold for the account of the Company, a new Bond or Bonds of like amount of the same series in authorized denominations registered in the name of the Company or in the name that it shall order.

Every substituted Bond issued pursuant to this Section 206 shall constitute an additional contractual obligation of the Issuer, whether or not the Bond alleged to have been mutilated, destroyed, lost or stolen shall be at any time enforceable by anyone, and

shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder.

All Bonds shall be held and owned upon the express condition that the foregoing provisions are, to the extent permitted by law, exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude any and all other rights or remedies.

Section 207. Temporary Bonds.

Pending preparation of definitive Bonds, or by agreement with the purchasers of all Bonds, the Issuer may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in denominations of \$5,000 or integral multiples thereof of substantially the tenor recited above. If temporary Bonds are issued, the Issuer will cause definitive Bonds to be prepared without unreasonable delay. Upon request of the Issuer, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

Section 208. Cancellation And Destruction Of Surrendered Bonds.

Bonds surrendered to the Trustee for payment or redemption, Bonds surrendered to the Trustee for exchange pursuant to Section 203 or 211 hereof and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Company shall be cancelled promptly and destroyed by the Trustee. The Trustee shall deliver to the Issuer a certificate of destruction in respect of all Bonds so destroyed.

Section 209. List Of Bondholders.

The Trustee will keep on file a list of names and addresses of all owners of Bonds on the registration books of the Issuer maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by owners (or a designated representative thereof) of 15% or more in principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 210. Determination Of Interest Rate; Notice.

The Bonds shall bear interest at the rate of _____ percent (____%) per annum from May 1, _____, to and including April 30, _____, and at the applicable Adjusted Interest Rate, determined as set forth below, for each subsequent Rate Period.

On each Adjusted Rate Pricing Date the Remarketing Agent shall determine the per annum interest rate to be borne by the Bonds during the next succeeding Rate Period (the "Adjusted Interest Rate"). Each Adjusted Interest Rate shall be a rate equal to the lowest rate which, in the sole judgment of the Remarketing Agent, would produce a price for the Bonds equal to 100% of the principal amount thereof on the applicable Adjustment Date.

The Company may from time to time elect to exercise its option to designate a Rate Period of a length other than the length of the then current Rate Period (each, a "Substitute Rate Period"). The Company shall evidence such election by (i) notifying the Issuer, the Trustee and the Remarketing Agent of such election on or prior to the March 31 (or if such March 31 is not a Business Day, the immediately preceding Business Day) immediately preceding the Adjustment Date for such Substitute Rate Period and (ii) providing the Issuer, the Trustee and the Remarketing Agent with an opinion of Bond Counsel to the effect that such change in the Rate Period is authorized or permitted by the Indenture and applicable Illinois law and will not have an adverse effect on the exclusion from gross income for federal income tax purposes of interest on the Bonds. Such notice will state (i) the Adjustment Date, which shall be the May 1 commencing such Substitute Rate Period and (ii) the length of such Substitute Rate Period, which shall commence on such Adjustment Date and be equal to one year or any integral multiple thereof. Upon any such designation of a Substitute Rate Period by the Company, all subsequent Rate Periods will be so designated until such time as the Company shall elect to again designate a Substitute Rate Period, except the Final Rate Period, which will terminate on April 30, _____.

The determination of each Adjusted Interest Rate by the Remarketing Agent shall be conclusive and binding upon the Issuer, the Trustee, the Company and the owners of the Bonds.

Anything herein to the contrary notwithstanding, in no event shall the interest rate borne by the Bonds exceed twenty percent (20%) per annum.

Not later than the Business Day next succeeding the March 31 immediately preceding each Adjustment Date other than an Adjustment Date which commences a Substitute Rate Period, the Trustee will mail by first class mail a notice to each owner of a Bond advising such owner (a) that the interest rate borne by such Bond may be adjusted as of the next succeeding Adjustment Date and that such interest rate will be a rate equal to the lowest rate which, in the sole judgment of the Remarketing Agent, would produce a price for the Bonds equal to 100% of the principal amount thereof on such Adjustment Date, (b) of the redemption provisions that will be applicable to such Bond during the Rate Period that will commence on such Adjustment Date, (c) that such owner will have the right to have such Bond (or portion thereof in an integral multiple of \$5,000) purchased by the Company or its designee by delivering such Bond and a properly executed and completed Bondholder Election Notice to the Tender Agent between the April 1 and April 15 (or if such April 15 is

not a Business Day, the immediately succeeding Business Day) immediately preceding such Adjustment Date, and (d) that if the Rate Period which will commence on such Adjustment Date is the Final Rate Period, that the right of such owner to tender such Bond for purchase will not be available after such Adjustment Date.

Not later than the Business Day next succeeding the March 31 immediately preceding each Adjustment Date which commences a Substitute Rate Period, the Trustee will mail by first class mail a notice to each owner of a Bond advising such owner (a) that the interest rate borne by such Bond may be adjusted as of the next succeeding Adjustment Date and that such interest rate will be a rate equal to the lowest rate which, in the sole judgment of the Remarketing Agent, would produce a price for the Bonds equal to 100% of the principal amount thereof on the Adjustment Date for such Substitute Rate Period, (b) of the redemption provisions that will be applicable to the Bonds during such Substitute Rate Period, (c) of the length of such Substitute Rate Period and, unless such Substitute Rate Period is the Final Rate Period, that all subsequent Rate Periods will be equal in length to the Substitute Rate Period unless and until the Company shall exercise its option to designate a Rate Period of a different length, (d) that the Bonds are subject to a mandatory tender for purchase on such Adjustment Date, (e) the owner of such Bond may elect not to tender or sell its Bond (or portion thereof in an integral multiple of \$5,000) by delivering a Non-Tender Notice to the Tender Agent not later than the close of business of the Tender Agent on the April 15 (or if such April 15 is not a Business Day, on the immediately succeeding Business Day) immediately preceding such Adjustment Date, (f) if a Non-Tender Notice has not been properly received by the Tender Agent, that such Bond must be tendered for purchase by the owner thereof at or before 10:00 A.M., New York time, on such Adjustment Date, and (g) if such Substitute Rate Period is the Final Rate Period, that the right of such owner to tender such Bond for purchase will not be available after such Adjustment Date.

Section 211. Special Transfer And Exchange Provisions.

The Tender Agreement provides that not later than 10:00 A.M., New York time on the applicable Adjustment Date, the Tender Agent shall deliver to the Trustee all Bonds which have been tendered for purchase pursuant to Section 703 or Section 704 hereof. If the Trustee does not receive such Bonds by such time, the Trustee shall promptly notify the Tender Agent and the Company. Upon receipt of all such Bonds (other than Unsurrendered Bonds) the Trustee shall authenticate and deliver new Bonds in the following manner:

(a) In the case of Bonds tendered for purchase pursuant to Section 703 hereof for which a Non-Tender Notice has been received, to the registered owner of Bonds delivering the related Non-Tender Notice, for each Bond tendered for purchase in part only, a new Bond in principal amount equal to the principal amount of such Bond for which such Non-Tender Notice was submitted, registered in the name of the owner delivering such Non-Tender Notice.

(b) In the case of Bonds tendered for purchase pursuant to Section 704 hereof, to the person or persons designated in the related Bondholder Election Notice to receive such new Bonds, for each Bond tendered for purchase in part only, a new Bond in principal amount equal to the portion of such Bond delivered to the Trustee that was not submitted for purchase (as stipulated in the Bondholder Election Notice submitted with such Bond), registered in the name designated in such related Bondholder Election Notice.

(c) To the purchaser or purchasers designated to the Tender Agent and the Trustee in writing, for all Bonds (other than Unsurrendered Bonds) which are to be purchased pursuant to the Tender Agreement, new Bonds in such denominations and registered in such names as are specified in written instructions from the Company or the Remarketing Agent.

All Bonds to be authenticated and delivered pursuant to this Section 211 shall be delivered to such person or persons, or purchaser or purchasers, as the case may be, on the applicable Adjustment Date.

Section 212. Bondholder Election Notices And Non-Tender Notices.

The Trustee shall attach new forms of Bondholder Election Notices and Non-Tender Notices to each Bond coming into its possession before redelivering the same to a purchaser or to the original owner thereof, to the end that all Bonds redelivered and outstanding (except those redelivered on or after the May 1 commencing the Final Rate Period) shall at all times contain a useable Bondholder Election Notice and Non-Tender Notice.

Article III.

Issue And Delivery Of Bonds.

Section 301. Issue And Delivery Of Bonds.

Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee, and the Trustee shall authenticate the Bonds and deliver them to the purchasers as hereinafter provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

(1) A copy, duly certified by the City Clerk of the Issuer, of the ordinance adopted and approved by its governing body authorizing the execution and delivery of this Indenture and the Agreement, and the issuance, sale and delivery of the Bonds.

(2) Original executed counterparts of this Indenture, the Agreement and the Tender Agreement.

(3) The executed and authenticated First Mortgage Bonds required to be assigned by the Issuer and delivered to the Trustee pursuant to the Agreement.

(4) A written request and authorization to the Trustee on behalf of the Issuer and signed by two authorized officers of the Issuer to authenticate and deliver the Bonds to the purchasers therein identified upon payment to the Trustee, but for account of the Issuer, of a sum equal to the purchase price thereof plus accrued interest, if any, thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited as hereinafter provided under Article IV hereof.

(5) An opinion of Bond Counsel to the effect that the Bonds have been duly and validly issued, and setting forth the particulars thereof.

Article IV.

Revenues And Funds.

Section 401. Source Of Payment Of Bonds.

The Bonds and all payments required of the Issuer hereunder are not general obligations of the Issuer but are limited obligations as described in Section 204 hereof.

Section 402. Creation Of The Bond Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Bond Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A" (which is referred to herein as the "Bond Fund"), which shall be used to pay the principal of, premium, if any, and the interest on the Bonds.

Section 403. Payments Into The Bond Fund.

There shall be deposited into the Bond Fund the accrued interest, if any, received at the time of the issuance and delivery of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received, (a) any amount in the Construction Fund to the extent

provided in Section 3.4 of the Agreement; (b) all payments in respect of the principal, premium, if any, and interest on the First Mortgage Bonds; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

Upon the occurrence of an event of default hereunder which is not waived or cured, or if the Bonds shall have been paid in full (or provision therefor shall have been made in accordance herewith), or if the Bonds should be redeemed as herein provided, any moneys then remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be deposited, in the Bond Fund sufficient sums from Revenues promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein shall be construed as requiring the Issuer to use any funds or revenues from any other source other than Revenues.

Section 404. Use Of Moneys In The Bond Fund.

Except as provided in Section 411 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds at or prior to maturity pursuant to Article VII hereof.

Section 405. Custody Of The Bond Fund.

The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 406. Creation Of The Construction Fund; Disbursements.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Construction Fund -- The Peoples Gas Light and Coke Company Project -- 1990 Series A" (which is sometimes herein referred to as the "Construction Fund"). The balance of the proceeds received by the Issuer upon the sale of Bonds remaining after the deposit of the accrued interest in the Bond Fund has been made in accordance with Section 3.2 of the Agreement, shall be deposited in the Construction Fund. The Issuer hereby authorizes and directs the Trustee to use the moneys in the Construction Fund for payment of the Cost of the Project in

accordance with the Agreement and for payment into the Bond Fund in accordance with Section 403 hereof.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Completion Date, the Trustee shall file an accounting thereof with the Issuer and the Company.

Section 407. Completion Of The Project.

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate of the Authorized Company Representative required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Construction Fund after the Completion Date (other than the amounts retained by the Trustee for costs not then due and payable or the liability for which the Company is contesting) shall be disbursed in accordance with the provisions of Section 3.4 of the Agreement.

Section 408. Non-Presentation Of Bonds.

In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if moneys sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds if any, within two years after the date on which the same shall have become due, together with all earnings thereon, shall be repaid by the Trustee to the Company, and thereafter bondholders shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 409. Trustee's Fees, Charges And Expenses.

The Issuer shall have no liability for any fees, charges and expenses of the Trustee or any paying agent, and the Trustee and any paying agent shall, subject to the provisions of Section 1102 hereof, look only to the Company for payment of their fees, charges and expenses as provided in the Agreement and in this Indenture. The Remarketing Agent will

look only to the Company for payment of its fees, charges and expenses. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and its counsel and paying agents and the Remarketing Agent which come due prior to the time the Company begins to pay the same, will be paid to the respective parties from the Construction Fund as and when the same shall become due.

Section 410. Moneys To Be Held In Trust.

All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture shall be held by the Trustee in trust and applied for the purposes herein specified.

Section 411. Repayment To The Company From The Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the principal of, premium, if any, and interest on the Bonds (or provision for payment thereof as provided in this Indenture), the fees, charges and expenses of the Issuer, the Trustee and all other amounts required to be paid under the Agreement and this Indenture shall be paid to the Company as provided in Section 7.5 of the Agreement.

Section 412. Creation And Use Of Collateral Release Fund.

There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Chicago, Illinois Collateral Release Fund - -The Peoples Gas Light and Coke Company Project -- 1990 Series A" (which is sometimes referred to as the "Collateral Release Fund").

All Government Obligations obtained by the Trustee in substitution for First Mortgage Bonds pursuant to Section 1402 hereof shall be deposited and held in the Collateral Release Fund.

The Trustee shall determine the amount of semiannual interest which would have been due on any First Mortgage Bonds which are released pursuant to Section 1402, which amount is herein referred to as the "Semiannual Interest with Respect to Released Collateral". The principal amount of and the interest when due on the Government Obligations held in the Collateral Release Fund shall be sufficient to enable the Trustee to pay when due on the Bonds (i) an amount equal to the Semiannual Interest with Respect to Released Collateral for each interest payment date from the date of deposit of such Government Obligations until the date on which the First Mortgage Bonds so released would have matured and (ii) at maturity, a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds so released.

On each interest payment date with respect to the Bonds, the Trustee shall transfer from the Collateral Release Fund to the Bond Fund an amount equal to the Semiannual Interest with Respect to Released Collateral so as to enable the Trustee to pay interest on a principal amount of Bonds equal to the principal amount of the First Mortgage Bonds which have been released. Subject to the provisions of Section 701(h) hereof applicable in the event of an optional redemption, on the principal payment date with respect to the Bonds, whether such payment is due as a result of the stated maturity, redemption or acceleration, the Trustee shall reduce all Government Obligations to cash and shall transfer such amount to the Bond Fund; provided, however, that in the event of a redemption of less than all the Bonds the Trustee will, at the direction of the Company, liquidate an amount of Government Obligations sufficient, when taken together with other funds available for such redemption, to redeem the designated principal amount of Bonds; and, provided further, that in such event an amount of Government Obligations remains in the Collateral Release Fund, the principal amount of and interest when due on which, together with payments when due on the outstanding First Mortgage Bonds, will be sufficient to pay principal of, premium, if any, and interest when due on the then outstanding Bonds. (In certain events the Company may be required to pay any deficiency pursuant to Section 4.3 of the Agreement.)

All cash and Government Obligations in the Collateral Release Fund (so long as no event of default has occurred and is continuing) shall, with the investment earnings thereon, be applied exclusively to the payment of the principal of, premium, if any, and interest on the Bonds in the same manner as payments on the surrendered First Mortgage Bonds would have been applied.

Article V.

Revenues And Application Thereof.

Section 501. Revenues To Be Paid Over To Trustee.

The Issuer will cause the Revenues to be paid to the Trustee for deposit in the Bond Fund.

Section 502. Revenues To Be Held For All Bondholders; Certain Exceptions.

Revenues and investments thereof shall, until applied as provided in this Indenture, be held by the Trustee for the benefit of the owners of all Outstanding Bonds, except that any portion of the Revenues representing principal or redemption price of, and interest on, any Bonds previously called for redemption in accordance with Article VII of this Indenture or previously matured shall be held for the benefit of the owners of such Bonds only and shall not be deposited or invested pursuant to Article VI hereof, notwithstanding any provision of Article VI.

Article VI.

Investment Of Moneys.

Section 601. Investment Of Bond Fund And Construction Fund Moneys.

Any moneys held as part of the Bond Fund and the Construction Fund shall at all times be invested or reinvested by the Trustee in accordance with the provisions of Section 3.7 of the Agreement. Any such investment shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon, any profit realized from such investments and any loss resulting from such investments shall be credited or charged in accordance with Section 3.7 of the Agreement. The Trustee shall reduce to cash a sufficient amount of such investments in the Bond Fund whenever the cash balance in the Bond Fund is insufficient to pay the principal of, premium, if any, or interest on the Bonds when due. The Trustee shall reduce to cash a sufficient amount of such investments in the Construction Fund whenever the cash balance in the Construction Fund is insufficient to pay amounts then due from the Construction Fund.

Section 602. Investments Through Trustee's Bond Department.

The Trustee may make any and all investments permitted by the provisions of Section 601 through its own bond department. Notwithstanding any other provision of this Article VI or Section 3.7 of the Agreement, no direction or confirmation shall direct any investment the effect of which would be to make the Bonds "arbitrage bonds" under Section 148 of the Code. The Trustee may follow the advice or direction of Bond Counsel as to investments which may be made in compliance with the preceding sentence.

Article VII.

Redemption Or Purchase Of Bonds Before Maturity.

Section 701. Redemption Dates And Prices.

(a) The Bonds are subject to optional redemption by the Issuer, at the direction of the Company, in whole but not in part, at any time, at a redemption price of 100% of the principal amount thereof plus accrued interest, if any, to the redemption date, if any of the following shall have occurred:

(i) If in the Company's reasonable judgment unreasonable burdens or excessive liabilities shall have been imposed upon the Issuer or the Company with respect to the Project or the operation thereof, including, without limitation, federal, state or other ad valorem property, income or other taxes, other than ad valorem taxes presently levied upon privately owned property used for the same general purposes as the Project; or

(ii) If changes in the economic availability of raw materials, operating supplies, fuel or other energy sources or supplies, or facilities necessary for the operation of the Project or such technological or other changes shall have occurred which in the Company's reasonable judgment render the Project uneconomic for such purpose; or

(iii) Any court or administrative body shall enter an order or decree preventing operations at the Project for six consecutive months; or

(iv) Any court or administrative agency shall issue an order, decree or regulation the compliance with which would, in the opinion of the Company, render the continuation of the Project's operations economically unfeasible.

(b) The Bonds are subject to optional redemption prior to maturity by the Issuer, at the direction of the Company, in whole or in part (and if in part, by lot in such manner as may be designated by the Trustee), (i) on May 1, _____, at _____% of the principal amount thereof plus accrued interest, if any, to the redemption date, and (ii) thereafter at the times (measured in each case from the first day of the applicable Rate Period) and at the redemption prices (expressed as percentages of principal amount) set forth below, plus accrued interest, if any to the redemption date:

Length Of Rate Period	Redemption Dates And Prices
Greater than 15 years	At any time on or after the 10th anniversary of the May 1 commencing such Rate Period at 102%, declining 1% annually on each May 1 thereafter to 100%.
11 through 15 years	At any time on or after the 5th anniversary of the May 1 commencing such Rate Period at 102%, declining 1/2% annually on each May 1 thereafter to 100%.
8 through 10 years	At any time on or after the 5th anniversary of the May 1 commencing such Rate Period at 101-1/2%, declining 1/2% annually on each May 1 thereafter to 100%.

Length Of Rate Period	Redemption Dates And Prices
6 or 7 years	At any time on or after the 3rd anniversary of the May 1 commencing such Rate Period at 101-1/2%, declining 1/2% annually on each May 1 thereafter to 100%.
5 years	At any time on or after the 2nd anniversary of the May 1 commencing such Rate Period at 101-1/2%, declining 1/2% annually on each May 1 thereafter to 100%.
4 years	At any time on or after the 2nd anniversary of the May 1 commencing such Rate Period at 101%, declining 1/2% annually on each May 1 thereafter to 100%.
3 years or less	Not subject to optional redemption.

(c) The Bonds are subject to mandatory redemption by the Issuer, in whole but not in part, at any time, at a redemption price of 100% or the principal amount thereof plus accrued interest, if any, to the redemption date, in the event the Company redeems the First Mortgage Bonds upon the acquisition by any federal, state or municipal authority of all or any substantial portion (at least one-third on the basis of book values) of the income-producing properties of the Company which are subject to the lien of the First Mortgage Indenture.

(d) The Bonds are also subject to mandatory redemption at any time, in whole (or in part, as hereinafter provided), at 100% of the principal amount thereof, plus accrued interest, if any, to the redemption date, in the event that it is finally determined by the Internal Revenue Service or by a court of competent jurisdiction that, as a result of the failure by the Company to observe any covenant, agreement or representation in the Agreement, the interest payable on the Bonds is includable for federal income tax purposes in the gross income of any owner thereof, other than an owner who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code, and the applicable regulations thereunder. Any such determination will not be considered final for this purpose unless the Company has been given written notice and, if it so desires, has been afforded the opportunity to contest the same, either directly or in the name of any owner of a Bond, and until a conclusion of any appellate review, if sought. The Bonds shall be redeemed in whole after such determination unless redemption of a portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would not be includable for federal income tax purposes in the gross income of any owner of the Bonds (other than an owner who is "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code), and in such event the Bonds shall be redeemed (in the principal amount of \$5,000 or any integral multiple

thereof) by lot in such manner as the Trustee shall determine, in such amount as to accomplish that result.

(e) Any redemption pursuant to Section 701(a) hereof shall be on any date within 90 days from the time the Company files a written notice with the Issuer and the Trustee and directs that the Bonds are to be redeemed, which direction must be given, if at all, within 180 days following the occurrence of one of the events listed above permitting the exercise of the option.

(f) Any redemption pursuant to Section 701(b) or (c) shall be on the same date selected by the Company as the date the related First Mortgage Bonds are to be redeemed.

(g) Any redemption pursuant to Section 701(d) hereof shall be on any date within 180 days from the time of such final determination.

(h) Upon receipt by the Trustee, at least 45 days prior to the redemption date, of sufficient assurance in the form of a notice of redemption of the First Mortgage Bonds pertaining to the Bonds that moneys are or will be available for and sufficient to effect such redemption, Bonds shall be called by the Trustee for redemption, as herein provided.

(i) If less than all Bonds then outstanding are to be called for redemption, then for all purposes in connection with redemption each \$5,000 of principal amount shall be treated as though it was a separate bond of the denomination of \$5,000 bearing the number borne by such Bond. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Trustee (1) for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of principal amount called for redemption and (2) for exchange for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond and of like maturity and interest rate. Upon such redemption, new Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the registered owner thereof, without charge therefor. If the owner of any such Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of principal amount called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of principal amount on and after the date fixed for redemption, provided that funds sufficient for the payment of the redemption price shall have been deposited with the Trustee, and shall be available for the redemption of said \$5,000 unit or units on the date fixed for redemption and, in such event, such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption and applicable premium, if any) represented by such \$5,000 unit or units of principal amount, nor shall new Bonds be thereafter issued corresponding to said unit or units.

Section 702. Notice Of Redemption.

Notice of the call for any redemption of Bonds or portions thereof pursuant to Section 701 hereof, identifying the Bonds or portions thereof to be redeemed, and the provision or provisions of the Indenture under which the redemption is to be made, shall be given by the Trustee by mailing a copy of the redemption notice by first class mail to the registered owner of each Bond to be redeemed, at the address shown on the registration books of the Issuer maintained by the Trustee, not more than sixty and not less than thirty days prior to the redemption date; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Bond or portion thereof with respect to which no such failure has occurred.

The Trustee may use "C.U.S.I.P." numbers in notices of redemption as a convenience to Bondholders, provided that any such notice shall state that no representation is made as to the correctness of such numbers either as they appear on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers containing the prefix established under the Indenture.

Section 703. Mandatory Tender For Purchase.

The Bonds are subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount of such Bonds on an Adjustment Date which commences a Substitute Rate Period at a purchase price of 100% of the principal amount thereof. The owner of a Bond may elect to retain its Bond (or portion thereof in an integral multiple of \$5,000) by delivering a Non-Tender Notice, in the form attached to the Bonds (a "Non-Tender Notice") to the Tender Agent at its address set forth above no later than its close of business on the April 15 (or if such April 15 is not a Business Day, on the immediately succeeding Business Day) immediately preceding the applicable Adjustment Date executed by such owner or its authorized representative (1) directing the Tender Agent not to purchase such Bond (or the portion thereof in an integral multiple of \$5,000 specified therein), (2) acknowledging that it may not sell or otherwise transfer such Bond or portion thereof prior to the applicable Adjustment Date, (3) acknowledging that such election is irrevocable, and (4) if the Substitute Rate Period relating to such Adjustment Date is the Final Rate Period, acknowledging that a right to tender such Bond for purchase will not be available after such Adjustment Date. The Tender Agent's determination as to whether a Non-Tender Notice has been properly completed, executed and delivered will be binding on the Company and the owner of such Bond.

Any owner of Bonds which is an Investment Company may waive its option to retain Bonds subject to mandatory tender by delivering an irrevocable written notice to the Remarketing Agent and the Tender Agent on or after the date such Investment Company purchases Bonds not later than the close of business at the Principal Office of the Tender Agent on the March 31 (or if such March 31 is not a Business Day, on the immediately preceding Business Day) immediately preceding the next Adjustment Date succeeding such Purchase Date which commences a Substitute Rate Period.

Any election to retain Bonds subject to mandatory tender shall be irrevocable and such election shall bind any subsequent owner of such Bonds or any Bonds delivered in substitution therefor. Also, the failure by the owner to timely elect to retain Bonds subject to mandatory tender shall be binding on any subsequent owner of such Bonds or any Bonds delivered in substitution therefor.

Payment of the purchase price of any Bond mandatorily tendered for purchase shall be payable on the applicable Adjustment Date upon the surrender of such Bond in lawful money of the United States of America at the Principal Office of the Tender Agent.

Section 704. Purchase At Option Of Owner.

The owner of any Bond shall have the right to have such Bond purchased by the Company or its designee, in whole or in part (in an integral multiple of \$5,000), on any Adjustment Date other than an Adjustment Date which commences a Substitute Rate Period, at a purchase price of 100% of the principal amount thereof. To exercise the option to have such Bond (or portion thereof in an integral multiple of \$5,000) so purchased, such owner must deliver such Bond and a properly executed and completed Bondholder Election Notice to the Tender Agent at its Principal Office, between the opening of business of such office on the April 1 next preceding the applicable Adjustment Date and the close of business at such office on the April 15 next preceding such Adjustment Date; provided, however, that any such owner which is an Investment Company may, if it irrevocably so notifies the Tender Agent by delivering a properly executed and completed Bondholder Election Notice during the aforesaid period, deliver such Bond to the Tender Agent not later than 10:00 A.M. New York time on such Adjustment Date. The exercising of an option by an owner of a Bond to have such Bond purchased is irrevocable and binding on such owner and cannot be withdrawn. The Tender Agent's determination as to whether a Bondholder Election Notice has been properly completed, executed and delivered will be binding on the Company and the owner of such Bond. Payment of the purchase price of any Bond tendered for purchase shall be made in the manner specified in the applicable Bondholder Election Notice.

Section 705. Unsurrendered Bonds.

Subject to timely receipt by the Tender Agent of the purchase price thereof, Unsurrendered Bonds shall be deemed to be purchased by the Company on the applicable Adjustment Date. On the applicable Adjustment Date, the Company shall be the owner of Unsurrendered Bonds, but the tendering Investment Company shall be entitled to payment of the purchase price therefor upon delivery thereof to the Tender Agent.

Article VIII.

Payment; Further Assurances; No Arbitrage.

Section 801. Payment Of Principal Or Redemption Price Of And Interest On Bonds.

The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of Revenues. The Issuer hereby appoints the Trustee to act as the paying agent, and designates the Principal Office of the Trustee as a place of payment for the Bonds, such appointment and designation to remain in effect until notice of change is filed with the Principal Office of the Trustee.

Principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the Principal Office of the Trustee. Payment of interest on Bonds shall be made to the registered owners thereof and shall be paid by check or draft mailed to the registered owners at their addresses as they appear on the registration books of the Issuer maintained by the Trustee or at such other addresses as are furnished to the Trustee in writing by such registered owners, provided that payment of interest on the Bonds may be made by wire transfer to each registered owner of at least \$1,000,000 in principal amount of Bonds as of the Record Date immediately preceding the applicable interest payment date if such registered owner shall have given written notice to the Trustee on or before the second Business Day immediately preceding such Record Date, directing the Trustee to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. Payment of the principal of and premium, if any, on the Bonds shall be made only upon presentation and surrender thereof, as the same become due, at the Principal Office of the Trustee.

Section 802. Further Assurances.

Except to the extent otherwise provided in this Indenture, the Issuer shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture.

The Issuer shall be entitled to reimbursement from the Company for any action taken pursuant to this Section 802.

Section 803. Financing Statements.

The Issuer and the Company shall execute or cause to be executed and the Company shall file or cause to be filed any and all instruments appropriate for the protection of the rights of the Trustee to the assignment of the Agreement and the First Mortgage Bonds pursuant to this Indenture.

Article IX.

Default Provisions And Remedies Of Trustee And Bondholders.

Section 901. Defaults; Events Of Default.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute a "default" or an "event of default":

(a) Default in the due and punctual payment of interest on any Bond and the continuation thereof for sixty (60) days;

(b) Default in the due and punctual payment of the principal of and premium, if any, on any Bond, whether at the stated maturity thereof, or upon the maturity thereof by declaration;

(c) The occurrence of an "event of default" under the Agreement;

(d) Default in the performance or observance of any covenants, agreements or conditions on the part of the Company in the First Mortgage Indenture and continuation thereof for any grace period provided for therein; or

(e) Acceleration for any reason of the maturity of all of the First Mortgage Bonds.

Section 902. Acceleration.

Upon the occurrence of an event of default and so long as such event is continuing the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the Company with copies of such notice being sent to the Issuer, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Upon any such declaration of acceleration hereunder, the Trustee shall immediately exercise such rights as it may have as owner of First Mortgage Bonds and

under the Agreement, including the right to demand redemption of First Mortgage Bonds held by it.

Upon the occurrence of an event of default described in Section 901(e) hereof, the principal, together with interest accrued thereon, of all Bonds then outstanding shall become due and payable immediately at the place of payment provided therein without the necessity of any action by the Trustee or any Bondholder, anything in this Indenture or in the Bonds to the contrary notwithstanding; provided, however, that a waiver of default and acceleration of the maturity of all the First Mortgage Bonds, pursuant to the terms thereof, shall also constitute a waiver of default described in Section 901(e) hereof and of its consequences; but no waiver shall extend to or after any subsequent default or impair any right consequent thereon.

Section 903. Remedies; Rights Of Bondholders.

Upon the occurrence of an event of default, and so long as such event is continuing, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds or on the First Mortgage Bonds then outstanding.

If an event of default shall have occurred and be continuing and if requested to do so by the owners of not less than 25% in aggregate principal amount of Bonds then outstanding, and if indemnified as provided in subsection (i) of Section 1101 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Section 903 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

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

No delay or omission to exercise any right, power or remedy accruing upon any event of default shall impair any such right, power or remedy or shall be construed to be a waiver of any such event of default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee pursuant to Section 909 hereof or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

The Trustee, as the assignee of all the right, title and interest of the Issuer in and to the Agreement and the First Mortgage Bonds, shall enforce each and every right granted to the Issuer under the Agreement and the First Mortgage Bonds. In exercising such rights and the rights given the Trustee under this Article IX, The Trustee shall take such action as, in the judgment of the Trustee applying the standards described in Section 1101 hereof, would

best serve the interest of the Bondholders, taking into account the provisions, security and remedies afforded to owners of the First Mortgage Bonds.

Section 904. Right Of Bondholders To Direct Proceedings.

Anything in this Indenture to the contrary notwithstanding, the owners of not less than a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 905. Application Of Moneys.

All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and its counsel, be deposited in the Bond Fund and all such moneys in the Bond Fund shall be applied to the payment of the principal (and premium, if any) and interest then due and unpaid upon the Bonds, without preference or priority of any kind, ratably, according to the amounts due and payable on such Bonds for principal (and premium, if any) and interest, respectively, to the persons entitled thereto, without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section 905, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this Section 905 and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 411 hereof.

Section 906. Remedies Vested In Trustee.

All rights of action (including the right to file proofs of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of the outstanding Bonds.

Section 907. Rights And Remedies Of Bondholders.

No owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless (i) a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101 hereof, or of which by said subsection it is deemed to have notice, (ii) such default shall have become an event of default and be continuing, (iii) the owners of not less than 25% in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee, shall have offered the Trustee reasonable opportunity either to proceed to exercise the powers herein granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 1101, and (iv) the Trustee shall thereafter fail or refuse to exercise the powers herein granted, or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder. No one or more owners of the Bonds shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof.

Section 908. Termination Of Proceedings.

In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former

positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken and no such termination shall impair any proceeding or right consequent to any other or subsequent default.

Section 909. Waivers Of Events Of Default.

The Trustee may in its discretion waive any event of default hereunder and its consequences and shall do so upon the written request of the owners of not less than a majority in aggregate principal amount of all Bonds then outstanding; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bond when due (whether at maturity or by mandatory or optional redemption or otherwise) or (b) any event of default in the payment when due after any applicable grace period of the interest on any Bond, unless prior to such waiver, all arrears of interest, with interest thereon (to the extent permitted by law), at a rate equal to the rate of interest borne by the Bonds in respect of which such default shall have occurred, and all arrears of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee and the Issuer and their counsel in connection with such default, to the extent provided for in Section 6.4 of the Agreement, shall have been paid or provided for. In case of any such waiver, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued, abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other default, or impair any right consequent thereon. All waivers under this Indenture shall be in writing and a copy thereof shall be delivered to the Issuer and to the Company.

Section 910. Opportunity Of The Company To Cure Breaches And Failures.

The Issuer hereby grants the Company full authority for account of the Issuer to perform or observe any covenant or obligation of the Issuer alleged in a written notice to the Issuer from the Trustee not to have been performed or observed, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do in order to remedy such breach or failure.

Article X.

Voting Of First Mortgage Bonds.

Section 1001. Voting Of First Mortgage Bonds Held By The Trustee.

The Trustee, as a holder of the First Mortgage Bonds, may attend any meeting of

bondholders under the First Mortgage Indenture as to which it receives due notice. Except as otherwise herein provided, the Trustee, either at such meeting or otherwise, where the consent of holders of the First Mortgage Bonds is sought, may vote the First Mortgage Bonds held by it hereunder or otherwise consent thereto in such manner as it shall in its judgment deem to be in the interest of the owners of the Bonds. In making this judgment, the Trustee may seek consent of the owners of the Bonds and the Trustee may also rely on the advice of qualified financial advisers and consultants in making said judgment and shall be indemnified by the Company for the reimbursement of all expenses to which it may be put and to protect it against all or any action or inaction. In the event that the Trustee shall seek or be required to seek the consent of the owners of the Bonds prior to voting the First Mortgage Bonds, the Trustee shall vote the aggregate principal amount of such First Mortgage Bonds, if not precluded from doing so under the First Mortgage Indenture, in proportion to the aggregate principal amount of the Bonds represented by the votes of owners thereof on each side of the question under consideration.

Article XI.

The Trustee And The Remarketing Agent.

Section 1101. Acceptance Of The Trusts.

The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be responsible for the acts of any attorneys, agents or receivers appointed by it in good faith and without negligence, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of Counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture, or for the validity of the execution by the Issuer of this Indenture or any instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured

hereby. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VI hereof.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds with the same rights which it would have if it were not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, resolution, consent, certificate, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Authorized Issuer Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section 1101, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate signed on behalf of the Issuer by the Authorized Issuer Representative to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder, except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV, unless the Trustee shall receive notice in writing of such default by the Issuer or by the owners of at least 25% in aggregate principal amount of all Bonds then outstanding.

(h) The Trustee shall not be required to give any bonds or surety in respect of the execution of its trusts and powers hereunder.

(i) Before taking any action under Article IX hereof or this Section 1101 or Section 1104 at the request or direction of the Bondholders, the Trustee may require that a satisfactory indemnity bond be furnished by the Bondholders for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(k) If any event of default under this Indenture shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

Section 1102. Fees, Charges And Expenses Of Trustee.

The Trustee shall be entitled to payment and/or reimbursement from the Company for reasonable fees for its Ordinary Services rendered hereunder and all advances and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, from the Company, and to reimbursement from the Company for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the negligence or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement from the Company for the reasonable fees and charges of the Trustee as paying agent and bond registrar for the Bonds. Pursuant to Section 5.2 of the Agreement, all such fees and expenses shall be paid by the Company. Upon the occurrence of an event of default and during its continuance, the Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred.

Section 1103. Notice To Bondholders If Default Occurs.

If a default occurs of which the Trustee is by subsection (g) of Section 1101 hereof required to take notice or if notice of default is received by the Trustee as in said subsection (g) provided, then the Trustee shall promptly give written notice thereof by first class mail within fifteen days, unless such default is cured or waived, to the owners of all Bonds then outstanding shown by the list of Bondholders required by Section 209 hereof to be kept at the Office of the Trustee, provided that, except in the case of default in the payment of the principal of, premium, if any, or interest on any Bond, or in the payment of any sinking fund installment, the Trustee may withhold such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interests of the Bondholders.

Section 1104. Intervention By Trustee.

In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 1101(i), shall do so if requested in writing by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

Section 1105. Successor Trustee.

Any corporation or association into which the Trustee may be merged, or with which it may be consolidated, or to which it may sell, lease or transfer its corporate trust business and assets as a whole or substantially as a whole, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument on the part of any of the parties hereto.

Section 1106. Resignation By The Trustee.

The Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice to the Issuer and to the Company and to each holder of Bonds as shown by the list of Bondholders required by Section 209 hereof, and such resignation shall take effect at the appointment of a successor Trustee pursuant to the provisions of Section 1108 hereof and acceptance by the successor Trustee of such trusts. If no successor Trustee shall have been so appointed and have accepted appointment within sixty days of the giving of written notice by the resigning Trustee as aforesaid, the resigning Trustee or the holder of any Bond may petition any court of competent jurisdiction of the appointment for a successor Trustee.

Section 1107. Removal Of The Trustee.

The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, and the Company and signed by the owners of a majority in aggregate principal amount of Bonds then outstanding.

Section 1108. Appointment Of Successor Trustee.

In case the Trustee hereunder shall:

- (a) resign pursuant to Section 1106 hereof;
- (b) be removed pursuant to Section 1107 hereof; or
- (c) be dissolved, taken under the control of any public officer or officers or of a receiver appointed by a court, or otherwise become incapable of acting hereunder,

a successor shall be appointed by the Issuer with the written consent (which shall not be unreasonably withheld) of the Company; provided, that if a successor Trustee is not so appointed within ten days after notice of resignation is given or instrument of removal is delivered as provided under Sections 1106 and 1107 hereof, respectively, or within ten days of the Issuer's knowledge of any of the events specified in (c) hereinabove, then the holders of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by or on behalf of such holders, may designate a successor Trustee. Every such successor Trustee appointed pursuant to the provisions of this section shall be trust company or bank in good standing, and, subject to the laws of the State of Illinois within or outside the State of Illinois having a reported capital and surplus of not less than \$50,000,000 and willing to accept the trusteeship under the terms and conditions of this Indenture.

In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article XI prior to the date specified in the notice of resignation as the date when such resignation shall take effect, the holder of any Bond or the resigning Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Section 1109. Concerning Any Successor Trustees.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privilege of its predecessor; but, nevertheless, (1) such predecessor shall, on the written request of the Issuer, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights obligations, duties, remedies, immunities and privileges of such predecessor hereunder and (2) every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer.

Section 1110. Trustee Protected In Relying Upon Ordinances, Et Cetera.

The ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the withdrawal of cash hereunder.

Section 1111. Successor Trustee As Trustee Of Bond Fund And Construction Fund And Paying Agent.

In the event of a change in the office of the Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of the First Mortgage Bonds, the Agreement, the Bond Fund and the Construction Fund and paying agent for principal and interest and premium, if any, on the Bonds and the successor Trustee shall become such trustee and paying agent.

Section 1112. Trustee May Deal In Bonds.

The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if the Trustee were not a party to the Indenture.

Section 1113. No Transfer Of First Mortgage Bonds, Exception.

Except as required to effect an assignment to a successor trustee or if an event of default has occurred hereunder, the Trustee shall not sell, assign or transfer the First Mortgage Bonds held by it hereunder.

Section 1114. Appointment Of Co-Trustee.

It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of Illinois) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional

individual or institution as a separate or co-trustee. The following provisions of this Section 1114 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 1115. Remarketing Agent.

The Issuer shall, at the direction of the Company, appoint the Remarketing Agent for the Bonds, subject to the conditions set forth in Section 1116 hereof. The Remarketing Agent shall designate in writing to the Trustee, the Issuer and the Company its Principal Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Company and the Trustee, under which the Remarketing Agent will agree, particularly:

(a) To determine the Adjusted Interest Rate pursuant to and in accordance with Section 210 hereof, and to give notice of such rates to the Tender Agent, the First Mortgage Trustee, the Trustee and the Company;

(b) Upon the tender of any Bonds in accordance with Section 703 or Section 704 hereof, the Remarketing Agent shall offer for sale and use its best efforts to sell such Bonds on the applicable Adjustment Date for such Bonds at a price of 100% of the principal amount thereof; and

(c) To keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Issuer, the Trustee and the Company at all reasonable times.

Section 1116. Qualifications Of Remarketing Agent.

The Remarketing Agent and any successor thereto shall (i) be a member of the National Association of Securities Dealers, Inc., (ii) have a capitalization of at least \$50,000,000, and (iii) be authorized by law to perform all of the duties and obligations imposed upon it by this Indenture and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days' written notice to the Issuer, the Company and the Trustee. The Remarketing Agent may be removed at any time, at the direction of the Company, by an instrument filed with the Remarketing Agent and the Trustee. The Issuer covenants that it will, at the direction of the Company, at any time, take the necessary action as specified in the preceding sentence to remove the Remarketing Agent. Upon any such removal the Issuer shall, at the direction of the Company, appoint a successor Remarketing Agent.

Article XII.

Supplemental Indentures.

Section 1201. Supplemental Indentures Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(a) To cure any ambiguity, formal defect, omission or inconsistent provision in the Indenture (provided that such action shall not adversely affect the interests of the Bondholders);

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To subject to the Indenture additional revenues, properties or collateral;

(d) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939, as amended, or similar federal statute or securities laws of any of the states of the United States of America; and

(e) To make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

Section 1202. Supplemental Indentures Requiring Consent Of Bondholders.

Exclusive of supplemental indentures covered by Section 1201 hereof and subject to the terms and provisions contained in this section, and not otherwise, the owners of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any indenture supplemental hereto; provided, however, that nothing in this Section 1202 contained shall permit or be construed as permitting, without the consent of the owners of all of the Bonds at the time outstanding, (a) an extension of the maturity on any Bond or on any First Mortgage Bond, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or First Mortgage Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a change of a purchase date or of the conditions permitting a Bondholder to tender a Bond for purchase as herein provided, or (e) except as otherwise herein provided, any release of the First Mortgage Bonds or any other collateral from the lien of this Indenture, or (f) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section 1202, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by first class mail to the owner of each Bond then outstanding as shown by the list of Bondholders required by the terms of Section 209 hereof to be kept at the office of the Trustee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the owners of not less than 66-2/3% in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. The Issuer shall have the right to extend from time to time the period within which such consent and approval may be obtained by the Bondholders. Upon the execution of any such supplemental indenture as in this Section 1202 permitted and provided, this Indenture shall be and is deemed to be modified and amended in accordance therewith.

Section 1203. Consent Of Company, Tender Agent And Remarketing Agent To Supplemental Indentures.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Company, the Tender Agent or the Remarketing Agent shall not become effective unless and until such affected party shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be mailed by certified or registered mail to the Company, the Tender Agent and the Remarketing Agent.

Article XIII.

Amendment Of Agreement.

Section 1301. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Not Requiring Consent Of Bondholders.

The Issuer and the Trustee may, with the consent of the Company but without the consent of or notice to any of the Bondholders, consent to any amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, formal defect, omission or inconsistent provision (provided that such action shall not adversely affect the interests of the Bondholders), (c) so as to add additional rights of the Issuer acquired in accordance with the provisions of the Agreement, (d) so as to more precisely identify the Project or substitute or add thereto other property, or (e) in connection with any other change therein which, in the judgment of the Trustee, shall not adversely affect the interests of the Trustee or the Bondholders. The Issuer, the Trustee and the Company may rely upon an opinion of Counsel to the effect that any such amendment is not to the prejudice of the Trustee or the owners of the Bonds. The Agreement shall not be amended without the consent of the Trustee.

Section 1302. Amendments, Et Cetera, To Agreement Or First Mortgage Bonds Requiring Consent Of Bondholders.

Except for the amendments, changes or modifications as provided in Section 1301 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds without the giving of notice and the written approval or consent of the owners of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding given and procured as provided in this Section 1302: provided, however, that no such amendment, change or modification will, without the consent of the owners of all of the Bonds at the

time outstanding, (a) reduce the percentage of the aggregate principal amount of outstanding Bonds the consent of the owners of which is required for any such amendment, change or modification or (b) decrease the amount of any payment required to be made under the Agreement or the First Mortgage Bonds or (c) extend the time for the payment of any amount required to be made under the Agreement or the First Mortgage Bonds. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement, the First Mortgage Indenture or the First Mortgage Bonds, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Bondholders.

Article XIV.

Defeasance.

Section 1401. Satisfaction And Discharge Of The Indenture.

This Indenture and the security interest created hereby shall cease to be of further effect, and the Trustee shall execute such documents to evidence such release as may be reasonably required by the Issuer and the Company, if the Bonds secured hereby shall have become due and payable in accordance with their terms or otherwise as provided in this Indenture or shall have been duly called for redemption or irrevocable instructions to call the Bonds for redemption shall have been given by the Issuer to the Trustee, and the whole amount of the principal, premium, if any, and interest due and payable upon all of the Bonds then outstanding shall be paid or (i) sufficient moneys or (ii) Government Obligations maturing on or before the date or dates when the payments specified above shall be due, the principal amount of which and the interest thereon, when due, is or will be sufficient to make all such payments, or (iii) any combination of (i) and (ii), shall be held by the Trustee or any additional paying agent for such purposes, and provision shall also be made for paying all other sums payable hereunder, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part. If such payment or provision therefor has been made with respect to all the Bonds of any one series, the Trustee shall surrender the First Mortgage Bonds relating to such series to the Company held by it; provided, however, the Trustee shall keep and not discharge from the lien of this Indenture all moneys or Government Obligations held for the payment of principal of, premium, if any, and interest on such series of Bonds and moneys or Government Obligations held for the payment of all other sums payable hereunder.

Section 1402. Partial Release Of First Mortgage Bonds.

The Company is entitled to obtain the release of a portion of the First Mortgage Bonds held by the Trustee by either (i) surrendering to the Trustee for cancellation a like principal amount of outstanding Bonds having corresponding maturities and interest rates, or (ii) depositing with the Trustee in the account for such series in the Collateral Release Fund any combination of cash and Government Obligations, the principal amount of which and the interest thereon when due will be sufficient to pay when due the principal of, premium, if any, and interest on, a principal amount of outstanding Bonds equal to the principal amount of, and with maturities and interest rates corresponding to those of, the First Mortgage Bonds so released.

Article XV.

Miscellaneous.

Section 1501. Consents, Et Cetera, Of Bondholders.

Any consent, approval, direction or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, approval, direction or other instrument or of the writing appointing any such agent, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action under such request or other instrument namely:

(a) The fact and date of the execution by any person of any such instrument or writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument or writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 203 hereof.

In determining whether the owners of the requisite principal amount of Bonds outstanding have been given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company or any affiliate of the

Company shall be disregarded and deemed not to be outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. For purposes of this paragraph an "affiliate" means any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company; and for the purposes of this definition, "control" means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Company or any affiliate of the Company.

Section 1502. Limitation Of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto and the owners of the Bonds any legal or equitable right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

Section 1503. Severability.

If any provision of this Indenture shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1504. Notices.

It shall be sufficient service of any notice or other paper on the Issuer if the same shall be duly mailed to the Issuer by first class mail addressed to it at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller, or to such address as the Issuer may from time to time file with the Trustee and the Company. It

shall be sufficient service of any notice or other paper on the Company if the same shall be duly mailed by first class mail addressed to it at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer, or to such other address as the Company may from time to time file with the Issuer and the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed to the Trustee by first class mail addressed to it at its address as first above written, Attention: Corporate Trust Department, or to such other address as the Trustee may from time to time file with the Issuer and the Company.

Section 1505. Payments, Notices And Actions Due On Saturdays, Sundays And Holidays.

In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the location of the Principal Office of the Trustee, a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date. Furthermore, if any date on which a payment is to be made, notice given or other action taken in connection with an election by a Bondholder to retain Bonds subject to mandatory tender as provided in Section 703 hereof (including the delivery of the related Non-Tender Notice) or a Bondholder option to tender as provided in Section 704 hereof (including the delivery of the Bond to be purchased and of the related Bondholder Election Notice) shall be a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close in the State of Illinois, then such payment, notice or other action shall be given on the next succeeding Business Day.

Section 1506. Counterparts.

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

Section 1507. Applicable Law.

This Indenture shall be governed exclusively by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, The City of Chicago, Illinois has caused these presents to be signed in its name and behalf by its City Comptroller, and its official seal to be hereunto affixed

and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, The First National Bank of Chicago, had caused these presents to be signed in its name and behalf by one of its vice presidents, its official seal to be hereunto affixed, and the same to be attested by one of its trust officers, all as of May 1, 1990.

City of Chicago, Illinois

By: _____
City Comptroller

(Seal)

Attest:

City Clerk

The First National Bank of
Chicago,

As Trustee.

By: _____
Its: _____

(Seal)

Attest:

Its: _____

Loan Agreement.

Dated As Of May 1, 1990,

By And Between

City Of Chicago, Illinois

And

The Peoples Gas Light And Coke Company.

The amounts payable to the City of Chicago, Illinois (other than amounts payable under Sections 5.3 and 6.4 hereof and its rights to receive notices and give or withhold consents in accordance with the provisions hereof) and certain other rights of the Issuer under this Loan Agreement have been pledged and assigned to The First National Bank of Chicago, as Trustee under the Indenture of Trust dated as of May 1, 1990 from the City of Chicago, Illinois.

This Loan Agreement, dated as of May 1, 1990, between the City of Chicago, Illinois, a municipal corporation and a home rule unit of government of the State of Illinois (hereinafter sometimes referred to as the "Issuer"), and The Peoples Gas Light And Coke Company, a corporation organized and existing under the laws of the State of Illinois (hereinafter sometimes referred to as the "Company").

Witnesseth:

Whereas, The Issuer is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population in excess of 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

Whereas, By ordinance adopted by the City Council of the Issuer in the exercise of its powers as a home rule unit of government, the Issuer proposes to issue under an Indenture of Trust \$75,000,000 aggregate principal amount of its Adjustable-Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds"), and to use the net proceeds thereof to make a loan to the Company for the purpose

of financing a portion of the costs of acquiring, constructing and improving certain gas supply facilities wholly within the corporate boundaries of the Issuer, as such facilities are described in Exhibit A hereto.

Now, Therefore, In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Article I.

Definitions.

The following terms shall have the meanings specified in this Article unless the context requires otherwise. The singular shall include the plural and the masculine shall include the feminine.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Arbitrage Agreement" means the Tax Compliance Certificate and Agreement by and among the Issuer, the Company and Trustee of even date herewith, as from time to time amended and supplemented.

"Authorized Company Representative" means any person or persons who, at the time, shall have been designated as such pursuant to the provisions of Section 3.6 hereof by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Company by its Chairman of the Board, its President, any Executive Vice President, any Vice President, its Secretary and Treasurer, any Assistant Secretary, its Treasurer or any Assistant Treasurer. Such certificate may designate an alternate or alternates.

"Authorized Issuer Representative" means the Mayor, City Comptroller or any person at the time designated to act on behalf of the Issuer by a written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the Issuer by its Mayor. Such certificate shall designate an alternate or alternates.

"Bondholder" or "Owner" or "Owner of Bonds" or "Registered Owner" or "holder" means the Person or Persons in whose name or names a Bond shall be registered on the books of the Issuer maintained by the Trustee in accordance with the terms of the Indenture.

"Bond Counsel" means an attorney at law or a firm of attorneys (who is of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Bond Fund" means the Bond Fund created by Section 402 of the Indenture.

"Bonds" means the \$75,000,000 aggregate principal amount of Adjustable-Rate Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) identified in Section 201 of the Indenture.

"Business Day" means any day which is not a Sunday or a legal holiday or a day (including Saturday) on which banking institutions in the city where the principal corporate trust office of the Trustee or the principle corporate trust office of tender agent, as the case may be, is located, are authorized by law or executive order to close (and the Trustee or the Tender Agent is in fact closed).

"Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

"Company" means The Peoples Gas Light and Coke Company, the party of the second part hereto, and any surviving, resulting or transferee corporation as permitted under Section 5.1 hereof.

"Completion Date" means the date of completion of the acquisition, construction and improvement of the Project as that date shall be certified as provided in Section 3.4 hereof.

"Construction Fund" means the Construction Fund created by Section 406 of the Indenture.

"Construction Period" means the period between the beginning of construction of the Project or the date on which Bonds are delivered to the initial purchaser thereof, whichever is earlier, and the Completion Date.

"Cost" or "Costs" means any reasonable or necessary cost incidental to the acquisition, construction and improvement of the Project. Without limiting the generality of the foregoing, such costs, to the extent permitted, may include the items listed in subparagraphs (i) through (vi) of Section 3.3(b) hereof.

"Counsel" means an attorney at law or a firm of attorneys (who may be an employee of or counsel to the Issuer or the Company) duly admitted to the practice of law before the highest court of any state of the United States of America.

"Exempt Facilities" means facilities which (i) constitute land or property of a character subject to depreciation under Section 167 of the Code and (ii) qualify as "facilities for the local furnishing of electric energy or gas" within the meaning of Section 142(a)(8) of the Code.

"Financing Statement" shall mean a financing statement or continuation statement filed pursuant to the provisions of the Uniform Commercial Code of the State of Illinois or such other jurisdiction the laws of which are applicable.

"First Mortgage Bonds" means the First and Refunding Mortgage Bonds, Series BB, issued pursuant to the Series BB First Mortgage Supplemental Indenture concurrently with the issuance and delivery by the Issuer of the Bonds.

"First Mortgage Indenture" means the Mortgage, dated January 2, 1926, from Chicago By-Product Coke Company to Illinois Merchants Trust Company (succeeded by Continental Bank, N.A.), as trustee, which Mortgage was assumed by the Company by Indenture dated March 1, 1928, as supplemented, modified or amended from time to time or at any time by supplemental indentures, including the Series BB First Mortgage Supplemental Indenture.

"First Mortgage Trustee" means Continental Bank, N.A., as trustee under the First Mortgage Indenture, or its successor as such trustee.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole.

"Indenture" means the Indenture of Trust of even date herewith, by and between the Issuer and The First National Bank of Chicago, as Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Illinois, the party of the first part hereto, and any successor body to the duties or functions of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Company and the Trustee.

"Person" means natural persons, firms, partnerships, associations, corporations, trusts and public bodies.

"Plans and Specifications" means the plans and specifications describing the Project as may be amended by the Company from time to time.

"Project" means the land, structures, machinery, equipment, systems or processes, or any portion thereof, described in Exhibit A hereto, as said Exhibit A may from time to time be amended.

"Project Certificate" means the certificate of the Company relating to, among other things, the use of the proceeds of the Bonds and the expected economic life of the Project, delivered concurrently with the issuance of the Bonds, with respect to certain facts which are within the knowledge of the Company, to enable Bond Counsel to determine that interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under applicable provisions of the Code.

"Qualified Costs of Construction" means those costs of acquiring, constructing and improving the Project which (i) are incurred after March 21, 1990, for Exempt Facilities and (ii) are properly chargeable to the Project's capital account for federal income tax purposes or will be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

"Remarketing Agent" means the Remarketing Agent appointed by the Issuer, at the direction of the Company, pursuant to Article XI of the Indenture, initially, Shearson Lehman Hutton, Incorporated and Goldman, Sachs & Company, acting jointly.

"S. & P." means Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, its successors and their assigns, and if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S. & P." shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the approval of the Company, by notice to the Trustee and the Company.

"Series BB First Mortgage Supplemental Indenture" means the Supplemental Indenture of even date herewith to the First Mortgage Indenture pursuant to which the First Mortgage Bonds are issued.

"Tender Agent" means First Chicago Trust Company of New York, and any successor tender agent appointed pursuant to Section 6.3 of the Tender Agreement.

"Tender Agreement" means the Tender Agreement by and between the Company and the Tender Agent of even date herewith, as from time to time amended and supplemented, relating to the Bonds.

"Trustee" means the trustee and/or the co-trustee at the time serving as such under the Indenture.

All other terms used herein which are defined in the Indenture shall have the same meanings assigned them in the Indenture unless the context otherwise requires.

Article II.

Representations.

Section 2.1. Representations By The Issuer.

The Issuer makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Issuer is a municipality duly constituted and validly existing within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois, having a population of more than 25,000, and is a home rule unit of government under Section 6(a) of Article VII of said Constitution. Pursuant to its power as a home rule unit of government, the Issuer has the power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper

action of the governing body of the Issuer, the Issuer has been duly authorized to execute and deliver this Agreement and the Indenture, and to issue and sell the Bonds.

(b) To finance a portion of the costs of the Project, the Issuer proposes to issue its Bonds in the amount and having the terms and conditions specified in the Indenture.

(c) The Bonds will be issued under the Indenture and will mature, bear interest, be redeemable and have the other terms and provisions set forth in the Indenture. The Issuer's interest in the Agreement (except its rights under Sections 5.3 and 6.4 hereof) and the First Mortgage Bonds will be pledged and assigned to the Trustee pursuant to Section 4.5 hereof in order to secure payment of and to pay the principal of, premium, if any, and interest on the Bonds.

(d) The Issuer has not and will not pledge its interest in this Agreement other than to secure the Bonds.

(e) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Issuer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(f) When executed by the officers of the Issuer, this Agreement will constitute a valid, binding and enforceable obligation of the Issuer.

(g) The Issuer is not in default under any of the provisions of the laws of the State of Illinois which would affect its existence or its powers referred to in the preceding subsection (a).

(h) Under existing statutes and decisions, no taxes on income or profits are imposed on the Issuer.

(i) No member of the governing body of the Issuer, nor any other officer of the Issuer, has any material interest, financial, employment or other, in the Company or in the transactions contemplated hereby.

Section 2.2. Representations By The Company.

The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation duly incorporated and in good standing under the laws of the State of Illinois. The Company has corporate power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement, the Tender Agreement, the First Mortgage Supplemental Indenture and the First Mortgage Bonds.

(b) Neither the execution and delivery of this Agreement, the Tender Agreement, the First Mortgage Supplemental Indenture or the First Mortgage Bonds, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Tender Agreement, the First Mortgage Supplemental Indenture or the First Mortgage Bonds, conflict with or will result in a breach of or constitute a default under any of the terms, conditions or provisions of the charter or bylaws of the Company, or any agreement or instrument to which the Company is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement other than the First Mortgage Indenture.

(c) The Project is and will be located wholly within the corporate boundaries of the Issuer.

(d) The property comprising the Project constitutes and will constitute either (i) property of a character subject to the allowance for depreciation under Section 167 of the Code or (ii) land.

(e) At least 95% of the net proceeds from the Bonds (within the meaning of Section 142(a) of the Code) will be used to provide Exempt Facilities, and such costs are properly chargeable to the Project's capital account for federal income tax purposes and such costs will be so charged or, if not so charged, will be so chargeable either with a proper election by the Company under the Code or but for a proper election by the Company to deduct such amounts.

(f) Acquisition, construction and improvement of the Project commenced after March 21, 1990, the date on which the Issuer took official action toward the issuance of the Bonds. No portion of the Project has been placed in service as of the date hereof.

(g) The statements, information and descriptions contained in the Project Certificate are true, correct and complete, and do not contain any untrue statement or misleading statement of a material fact, and do not omit to state a material fact required to be stated therein or necessary to make the statements, information and descriptions contained herein, in the light of the circumstances under which they were made, not misleading, and the estimates and the assumptions contained in the Project Certificate are reasonable and based on the best information available to the Company.

Article III.

*Acquisition And Completion Of The Project;
Issuance Of The Bonds.*

Section 3.1. Agreement To Acquire, Construct And Install The Project.

The Company covenants and agrees that it will acquire, construct and improve the Project. The Company may supplement or amend the description of the Project (including additions thereto or omissions therefrom) at any time, provided that (a) no such supplement or amendment shall substantially change the description of the Project set forth in Exhibit A unless an Authorized Issuer Representative shall have consented thereto in writing; which consent shall not be unreasonably withheld, and (b) there shall be filed with the Issuer and the Trustee the written approving opinion of Bond Counsel to the effect that such supplement or amendment will not (i) result in the inclusion of interest on any Bond in the gross income of the owner thereof for federal income tax purposes, or (ii) change the status of the Project as Exempt Facilities. In the event of a supplement or amendment to the description of the Project, the Issuer and the Company shall revise Exhibit A to this Agreement to reflect such supplement or amendment.

Subject to the force majeure provisions of Section 6.1 hereof, the Company agrees to make all reasonable efforts to cause the acquisition, construction and improvement of the Project to be completed as soon as may be practicable. For such acquisition, construction and improvement which commence prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose, which advances may be reimbursed from the Construction Fund to the extent permitted by Section 3.3 hereof. Nothing contained in this section shall relieve the Company from making the payments required to be paid pursuant to Section 4.3 hereof.

Section 3.2. Agreement To Issue Bonds; Application Of Bond Proceeds.

In order to provide funds to finance a portion of the costs of acquisition, construction and improvement of the Project provided for in Section 3.1 hereof, the Issuer agrees that it will sell and cause to be delivered to the purchasers thereof \$75,000,000 aggregate principal amount of the Bonds having the terms specified in the Indenture. Upon receipt of the net proceeds from such sale the Issuer will (a) pay to the Trustee for deposit and the Trustee shall deposit in the Bond Fund a sum equal to the amount required to be so deposited pursuant to Section 403 of the Indenture, and (b) pay to the Trustee for deposit and the Trustee shall deposit in the Construction Fund the balance of the proceeds received from said sale. The Company covenants and agrees that it has or will obtain all governmental permits and orders necessary to acquire, construct and install the Project. The Project is or, upon its acquisition, construction and installation, will be the property of the Company.

Section 3.3. Disbursements From The Construction Fund.

(a) The Issuer has, in the Indenture, authorized and directed the Trustee to disburse the moneys from the Construction Fund, as directed by the Company, to pay any Cost of the Project as described in Section 3.3(b) hereof. Except for transfers into the Bond Fund in accordance with Section 3.4 hereof, each of the disbursements from the Construction Fund shall be made upon receipt by the Trustee of a written order signed by the Authorized Company Representative certifying:

(i) The requisition number;

(ii) The portion of the Project to which the payment relates;

(iii) The payee, which may be the Trustee in the case of a requisition for the payment of interest on the Bonds, and which may be the Company in the case of (a) work performed by the personnel of the Company or (b) reimbursement for payments advanced by the Company for the Project;

(iv) The amount;

(v) That the payment is due, is a proper charge against the Construction Fund and has not been the basis for any previous withdrawal from the Construction Fund;

(vi) That the payment of such requisition will not result in less than 95% of the net proceeds of the Bonds (within the meaning of Section 142(a) of the Code) expended or to be expended pursuant to such requisition being considered as having been used for Qualified Costs of Construction;

(vii) If payment is a reimbursement to the Company for costs or expenses of the Company incurred by reason of work performed or supervised by officers or employees of the Company, that the amount to be paid does not exceed the actual cost thereof to the Company and does not include any profit to the Company;

(viii) As of the date of such requisition, no event of default, and no event or condition which, with the passage of time or the giving of notice or both, would constitute an event of default, exists and is continuing under this Agreement.

Interest on the Bonds during construction and legal, consulting and any Bond issuance expenses shall be set forth separately in any requisition requesting payment therefor.

At the request of the Company and pursuant to procedures established by the Trustee, the Trustee may accept an oral communication from the Authorized Company Representative requesting disbursement of moneys in the Construction Fund, which oral communications shall be promptly confirmed to the Trustee by a written order signed by the Authorized Company Representative.

(b) Moneys in the Construction Fund shall be used (subject to the provisions of Section 3.7 hereof) for the purposes permitted by this Agreement and the Indenture, including, but not limited to, the following:

(i) Payment of (A) the initial or acceptance fee of the Trustee and any paying agent under the Indenture and of the First Mortgage Trustee and any paying agent under the First Mortgage Indenture, (B) the legal, financial, accounting, bond rating and issuance fees and expenses incurred in connection with the authorization, sale and issuance of the Bonds, (C) fees and expenses of the Issuer, Issuer's counsel and Issuer's advisors, and deposits required by the Issuer as a condition to the issuance of the Bonds, (D) the printing and engraving costs incurred in connection with the authorization, sale and issuance of the Bonds, (E) costs and expenses associated with the execution and filing of the Indenture, (F) costs and expenses of the Company associated with the preparation of this Agreement and the Indenture and all other documents in connection therewith, and (G) fees and expenses of the Tender Agent.

(ii) Payment to the Company of such amounts as shall be necessary to reimburse the Company in full for all advances and payments made or costs incurred prior to or after the execution of this Agreement for expenditures in connection with the preparation of Plans and Specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof), the acquisition, construction and improvement of the Project and all real or personal property deemed necessary in connection with the Project, or any one or more of said expenditures (including architectural, engineering and supervisory services with respect to any of the foregoing).

(iii) Payment or reimbursement to the Company for labor, services, materials and supplies used or furnished in site improvement; for the costs of the acquisition, construction and improvement of the Project; for the cost of all real or personal property deemed necessary in connection with the Project; and for the miscellaneous expenses incidental to any of the foregoing.

(iv) Payment or reimbursement to the Company of the fees, if any, for architectural, engineering and supervisory services with respect to the Project with the approval of the Authorized Company Representative.

(v) Payment or reimbursement to the Company of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor in respect of any contract relating to the Project.

(vi) Payment into the Bond Fund of any amount which may be necessary to pay the interest to accrue on the Bonds, or on any other specific borrowing from any unaffiliated person and related to the Project, or reimbursement of the Company for any payments for such purpose, during the Construction Period.

(c) The Company shall cause the communications and written orders specified in paragraph (a) of this Section 3.3 to be made and submitted to the Trustee as may be necessary to effect payments out of the Construction Fund in accordance with this Section

3.3. In making any such payment from the Construction Fund, the Trustee may rely on any such communications and written orders delivered to it pursuant to this Section 3.3, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such communications and written orders.

Section 3.4. Establishment Of Completion Date.

The Completion Date shall be evidenced to the Trustee and the Issuer by a certificate signed by the Authorized Company Representative (i) stating that, except for amounts retained by the Trustee for Costs not then due and payable or the liability for which the Company is contesting, acquisition, construction and improvement of the Project has been substantially completed to the satisfaction of the Company and all labor, services, materials and supplies used in such construction have been paid for and (ii) certifying that all of the information contained in the communications and written orders submitted to the Trustee pursuant to Section 3.3 hereof is true, correct and complete.

Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Upon delivery by the Authorized Company Representative of the above- mentioned certificate evidencing completion of the Project, the Trustee shall retain in the Construction Fund a sum equal to the amounts necessary for payment of the Cost of the Project not then due and payable or the liability of which the Company is contesting as set forth in said certificate. Any amount not to be retained in the Construction Fund for payment of such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Company to the Trustee, shall be transferred by the Trustee into the Bond Fund; provided, however, that no amount shall be transferred into the Bond Fund unless at least 95% of the net proceeds of the Bonds (within the meaning of Section 142(a) of the Code) have been used for Qualified Costs of Construction. In the case where no amount shall be transferred into the Bond Fund as hereinabove provided, any amount (exclusive of amounts retained by the Trustee in the Construction Fund for payment of any Cost of the Project not then due and payable or the liability for which the Company is contesting) remaining in the Construction Fund shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Company Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Company, at an earlier redemption date, (b) to purchase Bonds on the open market prior to such redemption date (provided that, if Bonds are purchased at an amount in excess of the principal amount thereof, the Company shall pay such excess out of other funds) for the purpose of cancellation, or (c) for any other purpose, provided that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under applicable Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any of the Bonds. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.7 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from federal income taxation of

interest on any of the Bonds, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with Section 148 of the Code. The Issuer agrees to cooperate with the Trustee and take all required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4. To the extent that Revenue Procedure 79-5, as amplified by Revenue Procedure 81-22, of the Internal Revenue Service is applicable to the Bonds, the Company agrees to comply therewith.

Section 3.5. Company Required To Pay Costs In Event Construction Fund Insufficient.

In the event the moneys in the Construction Fund available for payment of Costs of the Project should not be sufficient to pay the costs thereof in full, the Company agrees to pay or cause to be paid directly such costs, or to deposit in the Construction Fund moneys sufficient to pay such costs as may be in excess of the moneys available therefor in the Construction Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all such costs which will be incurred in that connection. The Company agrees that if after exhaustion of the moneys in the Construction Fund, the Company should pay, or deposit moneys in the Construction Fund for the payment of, any portion of the Costs of the Project pursuant to the provisions of this Section 3.5, it shall not be entitled to any reimbursement therefor from the Issuer, or from the Trustee or from the owners of any of the Bonds, nor shall it be entitled to any diminution of the amounts payable under Section 4.3 hereof.

Section 3.6. Authorized Company Representative.

Prior to or concurrently with the initial sale of the Bonds the Company shall appoint the Authorized Company Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Company Representative under the provisions of this Agreement, and may appoint alternate Authorized Company Representatives to take any such action or make any such certificate if the same is not taken or made by the Authorized Company Representative. In the event any of said persons, or any successor appointed pursuant to the provisions of this Section 3.6, should resign or become unavailable or unable to take any action or make any certificate provided for in this Agreement, another Authorized Company Representative or alternate Authorized Company Representative shall thereupon be appointed by the Company. If the Company fails to make such designation within ten days following the date when the then incumbent resigns or becomes unavailable or unable to take any of said actions, the Treasurer of the Company shall serve as the Authorized Company Representative.

Whenever under provisions of this Agreement the approval of the Company is required or the Issuer is required to take some action at the request of the Company, such approval or such request shall be made by the Authorized Company Representative unless otherwise

specified in this Agreement and the Issuer or the Trustee shall be authorized to act on any such approval or request and the Company shall have no complaint against the Issuer or the Trustee as a result of any such action taken.

Section 3.7. Investment Of Construction Fund And Bond Fund Moneys Permitted.

Any moneys held as a part of the Construction Fund or Bond Fund, shall, at the direction of the Authorized Company Representative, which direction may be oral, but shall be confirmed in writing, be invested or reinvested by the Trustee in the following investments: (a) any bonds or other obligations which as to principal and interest constitute direct obligations of or are unconditionally guaranteed by the United States of America, (b) obligations of the Federal National Mortgage Association, (c) obligations of the Federal Intermediate Credit Corporation, (d) obligations of Federal Banks for Cooperatives, (e) certificates of deposit issued by, bankers' acceptances or debt obligations of, and interest-bearing accounts in, commercial banks, including the Trustee and Banks domiciled outside the United States of America, which have assets of at least \$15,000,000,000, (f) prime commercial paper, (g) obligations of Federal Land Banks, (h) obligations of Federal Home Loan Banks, (i) obligations of the Government National Mortgage Association, (j) debt obligations of domestic corporations which are rated at least A-1 (or its equivalent) by S. & P. or P-1 (or its equivalent) by Moody's, (k) repurchase agreements secured by any of the obligations set forth under (a) through (d) and (g) through (i) above, or (l) any other investments to the extent then permitted by law. The Company shall not direct the Trustee to make any investments other than those permitted by law.

Any such securities may be purchased at the offering or market price thereof at the time of such purchase. Such investments shall mature in such amounts and at such times, or shall be readily marketable prior to their maturities, as the Company may direct.

The Trustee may make any and all such investments through its own Bond department. Any interest accruing on or profit realized from the investment of any moneys held as part of the Bond Fund shall be credited to the Bond Fund. Any loss resulting from such investment shall be charged to the Bond Fund, and the Company shall promptly replenish the Bond Fund to the extent of any such loss. Any interest accruing on or profit realized from the investment of any moneys held as part of the Construction Fund shall be credited to the Construction Fund. Any loss resulting from such investment shall be charged to the Construction Fund.

For the purposes of Section 3.7, any interest-bearing deposits, including certificates of deposit, issued by or on deposit with the Trustee, shall be deemed to be investments and not deposits.

Section 3.8. Covenants And Representations With Respect To Arbitrage.

The Issuer, to the extent it has any control over the use of Bond proceeds, and the Company represent and warrant that the proceeds of the Bonds will not be used in a

manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code, and the regulations promulgated under such section. The Company further represents that to the best knowledge and belief of the Company, there are no facts or circumstances that would materially change the foregoing. The Issuer represents that the Internal Revenue Service has not notified the Issuer that its certifications may not be relied upon for purposes of establishing that bonds of the Issuer are not arbitrage bonds.

The Issuer and the Company covenant and certify to each other and to and for the benefit of the purchasers of the Bonds that no use will be made of the proceeds from the issue and sale of the Bonds which will cause the Bonds to be classified as arbitrage bonds within the meaning of Section 148 of the Code. Pursuant to such covenant, the Issuer and the Company obligate themselves to comply throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code, and regulations promulgated thereunder. All of the representations, warranties and covenants of the Issuer and the Company contained in the Arbitrage Agreement are incorporated herein by reference with the same force and effect as if set out in full herein.

Article IV.

Loan And Provisions For Payment.

Section 4.1. Loan.

In order to finance a portion of the Cost of the Project, the Issuer shall loan the proceeds received from the sale of the Bonds to the Company and cause such proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed in accordance with Section 3.3 hereof.

To repay such loan, the Company agrees to make all payments when due on the First Mortgage Bonds and all payments provided under Section 4.3 hereof.

Section 4.2. First Mortgage Bonds.

Concurrently with the authentication and delivery by the Issuer of the Bonds, the Company shall execute and deliver to the Issuer its First Mortgage Bonds in order to evidence and secure its obligation to repay the loan referred to in Section 4.1 hereof. Each such First Mortgage Bond issued with respect to the Bonds will be in substantially the form set forth in the First Mortgage Indenture, and the First Mortgage Bonds will be in substantially the same form with necessary and appropriate variations, omissions and insertions as permitted and required by this Agreement and the First Mortgage Indenture, and the First Mortgage Bonds will:

- (a) be initially issued in a principal amount equal to the aggregate principal amount of the Bonds;
- (b) provide for payments of interest on the unpaid balance thereof equal to the payments of interest on the Bonds;
- (c) contain provisions in respect of the payment of principal, whether at maturity, by redemption or acceleration, corresponding to the payment provisions of the Bonds;
- (d) require all payments of principal of or interest on the First Mortgage Bonds to be made on or prior to the due date for the corresponding payment to be made on the Bonds and in the same coin or currency; and
- (e) otherwise comply with Sections 4.3 and 4.5 hereof.

Section 4.3. Payment Of The Bonds From Payment Of The First Mortgage Bonds And Other Amounts.

Payments, and amounts which are deemed to be payments as hereinafter provided, of principal of, premium, if any, and interest on the First Mortgage Bonds by the Company to the Trustee, as assignee of the Issuer, shall constitute payments of such amounts on the loan under Section 4.1 hereof. Principal of, premium, if any, and interest on the Bonds shall be payable from payments made by the Company to the Trustee of principal of, premium, if any, and interest on the First Mortgage Bonds delivered hereunder. Payments of principal of, premium, if any, or interest on the Bonds with moneys in the Bond Fund or in the Construction Fund constituting proceeds from the sale of the Bonds or earnings on investment made under the provisions of the Indenture shall be deemed to be like payments made pursuant to this Section 4.3 and payments with respect to the First Mortgage Bonds. Whenever the Bonds are redeemable in whole or in part, the Issuer will redeem the same upon the request of the Company and the Company covenants and agrees to pay an amount equal to the applicable redemption price of such Bonds as a payment due pursuant to this Section 4.3 and as prepayment of principal of and interest due on the First Mortgage Bonds. Whenever payment or provision therefor has been made in respect of the principal of or interest on all or any portion of the Bonds in accordance with the Indenture (whether at maturity or upon redemption or acceleration), the First Mortgage Bonds shall be deemed paid to the extent such payment or provision therefor has been made and is considered to be a payment of principal or interest on the Bonds. If the Bonds are thereby deemed paid in full, the corresponding First Mortgage Bonds shall be cancelled and returned to the Company. Subject to the foregoing or unless the Company is entitled to a credit under this Agreement or the Indenture, all payments shall be in the full amount required under the First Mortgage Bonds.

If the Company has deposited Government Obligations and obtained the release of First Mortgage Bonds pursuant to Section 1402 of the Indenture, and thereafter Bonds become subject to redemption pursuant to Section 701(d) of the Indenture and there are insufficient moneys available under the Indenture to effect such redemption, the Company covenants

and agrees to pay to the Trustee for deposit in the Bond Fund any such deficiency amount as is necessary to redeem the Bonds on the date fixed for redemption.

The Issuer, by the terms of the Indenture, shall require the Trustee to notify in writing the person or institution then serving as First Mortgage Trustee under the First Mortgage Indenture, of all payments or credits with respect to the First Mortgage Bonds.

Section 4.4. No Defense Or Set-Off.

The obligations of the Company to make the payments required under the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof, shall be absolute and unconditional without defense, recoupment or set-off by reason of any default by the Issuer under this Agreement or under any other agreement between the Company and the Issuer or for any other reason, including, without limitation, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, condemnation, failure of title, or commercial frustration of purpose, or failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation to the Company, whether or not arising out of or connected with this Agreement, it being the intention of the parties that the payments required by the First Mortgage Bonds and, with respect to premium on the Bonds required under Section 4.3 hereof will be paid in full when due without any delay or diminution whatsoever.

Section 4.5. Assignment Of Issuer's Rights.

As security for the payment of the Bonds, the Issuer will, concurrently with the issuance of the Bonds, pledge and assign to the Trustee the Issuer's rights under this Agreement (except the right to receive payments, if any, under Sections 5.3 and 6.4 hereof), including the right of the Issuer to receive the First Mortgage Bonds and the right to receive payments thereunder and hereby covenants and agrees with the Company to pledge, assign and deliver the First Mortgage Bonds issued pursuant to Section 4.2 hereof to the Trustee. The Issuer directs the Company, and the Company agrees to pay to the Trustee at its principal corporate trust office, all payments on the First Mortgage Bonds and other payments due and payable to the Trustee hereunder. The Company will make payments directly to the Trustee without defense or set-off by reason of any dispute between the Company and the Trustee or the Issuer.

The Issuer and the Company covenant and agree that the First Mortgage Bonds will at all times be (i) in fully registered (both principal and interest) form; (ii) registered in the name of the Trustee pursuant to the Assignment annexed hereto; (iii) non-transferable except as provided in the First Mortgage Indenture; and (iv) appropriately marked to indicate clearly the restrictions on the transfer thereof imposed by this Agreement.

Article V.

Special Covenants.

Section 5.1. Company To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

The Company agrees that during the term of this Agreement it will maintain its corporate existence and its good standing in the State of Illinois, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more corporations to consolidate with it; provided, however, that the Company may, without violating the agreement contained in this Section 5.1, consolidate with or merge into another corporation or permit one or more corporations to consolidate with it, or sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided the resulting, surviving or transferee corporation, as the case may be, irrevocably and unconditionally assumes in writing, by means of an instrument which is reasonably satisfactory to and delivered to the Issuer and the Trustee, and agrees to perform all of the obligations of the Company herein.

Section 5.2. Trustee's And Paying Agent's Fees And Expenses.

The Company agrees to pay to the Trustee until the principal of, premium, if any, and interest on all the outstanding Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the provisions of the Indenture: (i) an amount equal to the reasonable annual fee of the Trustee for the Ordinary Services of the Trustee, as trustee, rendered and its Ordinary Expenses incurred under the Indenture, as and when the same become due, (ii) the reasonable fees, charges and expenses of the Trustee and any other paying agent on the Bonds for acting as paying agent on the Bonds as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees, charges and expenses of the Trustee for the necessary Extraordinary Services rendered by it and Extraordinary Expenses incurred by it under the Indenture, as and when the same become due.

Section 5.3. Indemnification.

The Company agrees to pay, and to indemnify the Issuer against, any and all liabilities, losses, damages, claims or actions of any nature whatsoever (including all reasonable attorney's fees and expenses of the Issuer), incurred by the Issuer without bad faith arising from or in connection with the issuance of the Bonds or the performance or observance by it of the terms and conditions of this Agreement or the Indenture, including, without

limitation, (1) any injury to, or the death of, any person or any damage to property on the Project or upon adjoining sidewalks, streets or ways, or in any manner growing out of or connected with the use, nonuse, condition or occupation of the Project or any part thereof or resulting from the condition thereof or of adjoining sidewalks, streets or ways, (2) any other act or event occurring upon or affecting any part of the Project, (3) violation by the Company of any contract, agreement or restriction affecting the Project or the use thereof of which the Company has notice and which shall have existed at the date hereof or shall have been approved by the Company or of any law, ordinance or regulation affecting the Project or any part thereof or the ownership, occupancy or use thereof, (4) liabilities, losses, damages, claims or actions arising out of the offer and sale of the Bonds or a subsequent sale or distribution of any of the Bonds, (5) liabilities, losses, damages, claims or actions arising out of the interest on the Bonds being includable in the gross income of the holders thereof for purposes of federal income taxation, or (6) any warranty, representation or certificate made by the Issuer arising from the issuance of the Bonds. The Company hereby agrees that the Issuer shall not incur any liability to the Company, and shall be indemnified against all liabilities, in exercising or refraining from asserting, maintaining or exercising any right, privilege or power given to the Issuer under the Indenture if the Issuer is acting in good faith and without gross negligence or in reliance upon a written request of the Authorized Company Representative. The covenants of indemnity by the Company contained in this paragraph shall extend to the Issuer, officers, employees, attorneys and agents of the Issuer and shall survive the termination of this Agreement.

The foregoing provisions of this Section 5.3 relate to the Issuer in its capacity as issuer of the Bonds and not to any activities or actions growing out of the performance of the Issuer's other governmental functions.

The Company agrees to pay to, or on behalf of, the Issuer such reasonable costs and expenses as may be incurred by the Issuer in performing its covenants under this Agreement and under the Indenture to the extent not paid from the proceeds of any Bonds.

Section 5.4. Tax Exempt Status Of The Bonds.

The Company covenants and agrees that it has not taken, permitted to be taken or omitted to take and will not take, permit or omit to take, and the Issuer covenants and agrees that it has not taken or omitted to take and will not take or omit to take, any action which results or will result in interest paid on any of the Bonds being included in gross income of the owners of the Bonds for purposes of federal income taxation; provided, however, that such covenant and agreement shall not require either the Company or the Issuer to enter an appearance in or intervene in any administrative, legislative or judicial proceeding in connection with any changes in applicable laws, rules, regulations, or decisions of any court or administrative agency or other governmental body affecting the taxation of interest on the Bonds; and provided further, that neither the Company nor the Issuer shall have violated this covenant if the interest on any of the Bonds becomes includable in federal gross income of a person who is a "substantial user" of the Project or a "related person" of such substantial user within the meaning of Section 147(a) of the Code.

The Company covenants and agrees to notify the Trustee and the Issuer of the occurrence of any event of which the Company has notice and which event would cause any of the Bonds to become subject to redemption pursuant to the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof.

Section 5.5. Redemption Of Bonds.

If the Company is not in default in the payments under Section 4.2 hereof, the Issuer, upon reasonable assurance from the Company that the Company shall make sufficient funds available, at the request at any time of the Company and if the same are then callable, shall forthwith take all steps that may be necessary under the provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the Company, on the redemption date specified by the Company and on which such redemption may be made under such applicable provisions.

Section 5.6. Taxes And Governmental Charges.

The Company will promptly pay, as the same become due, all lawful taxes, assessments and governmental charges of any kind whatsoever including, without limitation, any tax equivalent required by the laws of the State of Illinois or income, profits, property and excise taxes levied or assessed by federal, state or any municipal government upon the Issuer with respect to the Project or any part thereof or any payments under this Agreement. The Issuer agrees to give the Company prompt notice of any such assessments or government charges.

The Company may, at its expense and in its own name and behalf or in the name and behalf of the Issuer, if it is a necessary party thereto, in good faith contest any such taxes, assessments and other charges and, in the event of any contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.7. Designation Of Rate Periods.

The Company may elect to exercise its option to designate Rate Periods, and give notice to the Issuer, the Trustee and the Remarketing Agent thereof, as provided in Section 210 of the Indenture. In addition, the Company shall, if required, deliver to the Trustee the opinion of Bond Counsel referred to in said Section 210.

Article VI.

Events Of Default And Remedies.

Section 6.1. Events Of Default Defined.

The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay when due amounts sufficient to pay interest on the First Mortgage Bonds and the continuation of such failure for a period of sixty (60) days.

(b) Failure by the Company to pay when due amounts sufficient to pay principal on the First Mortgage Bonds.

(c) Any material breach by the Company of any representation or warranty made in this Agreement or failure by the Company to observe or perform any covenant, condition or agreement on its part to be observed or performed (excluding the covenants, representations or warranties the breach of which results or would result in the mandatory redemption of the Bonds under the Indenture as a result of interest thereon becoming includable for federal income tax purposes in the gross income of any owner thereof), other than as referred to in subsection (a) or (b) of this section, for a period of sixty days (60) after written notice specifying such breach or failure and requesting that it be remedied, given to the Company by the Trustee or the Issuer, unless (i) the Trustee and the Issuer shall agree in writing to an extension of such time prior to its expiration or (ii) if the breach or failure be such that it can be corrected but not within the applicable period, corrective action is instituted by the Company within the applicable period and diligently pursued until the breach or failure is corrected.

(d) If the Company shall be adjudicated a bankrupt by any court of competent jurisdiction or shall file a voluntary petition in bankruptcy or shall make an assignment for the benefit of creditors or shall admit in writing its inability to pay its debts as they become due; or if the Company shall consent to the appointment of a receiver or trustee of all or a substantial part of the property subject to the First Mortgage Indenture; or if the Company shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws, or any other applicable law or statute of the United States of America or of any state thereof; or if the Company shall file a petition to take advantage of any insolvency act; or if, during a period of sixty (60) days following (1) the entry of an order approving a petition of some person other than the Company, seeking reorganization of the Company under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, or (2) the appointment of a trustee or a receiver of all or a substantial part of the property subject to the First Mortgage Indenture, such order or appointment of a trustee or receiver shall not be vacated or shall not be stayed on appeal or otherwise or shall not have otherwise

ceased to continue in effect; or if judgment for the payment of moneys in excess of the sum of \$100,000 shall be rendered against the Company and such judgment shall remain unsatisfied and execution thereon shall remain unstayed for a period of sixty (60) days after the entry of such judgment or such judgment shall remain unsatisfied for a period of sixty (60) days after the termination of any stay of execution thereon entered within such sixty (60) day period.

(e) Failure by the Company to pay when due amounts sufficient to pay premium, if any, due on the Bonds.

(f) Failure by the Company to pay or cause to be paid when due amounts sufficient to pay the purchase price of any Bond, properly tendered for purchase, on an Adjustment Date, and the continuation of such failure for one (1) Business Day.

The foregoing provisions of Section 6.1(c) are subject to the following limitations: If by reason of force majeure the Company is unable in whole or in part to carry out its agreements on its part herein contained other than the obligations on the part of the Company contained in Sections 4.2, 4.3, 5.2 and 5.3 hereof the Company shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of the State of Illinois or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; volcanic eruptions; fires; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, transmission lines, pipes or canals; partial or entire failure of utilities; failure of suppliers; or any other cause or event not reasonably within the control of the Company. The Company agrees, however, to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its agreements; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Company unfavorable to the Company.

Section 6.2. Remedies On Default.

Upon the occurrence of an event of default described in Section 6.1(a) or Section 6.1(b) hereof, the Trustee, as the Issuer's assignee and as holder of the First Mortgage Bonds, shall have the remedies provided in the First Mortgage Indenture for holders of bonds issued thereunder as set forth in Article X thereof. Any waiver of an event of default under the First Mortgage Indenture which constitutes an event of default under Section 6.1(a) or Section 6.1(b) hereof shall constitute a waiver of an event of default under this Agreement.

Upon the occurrence and continuance of an event of default referred to in Section 6.1 hereof, the Trustee, as assignee of the Issuer, may also take any one or more of the following remedial steps:

(a) By mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Issuer, and require the Company to carry out any agreements with or for the benefit of the owners of the Bonds and to perform its duties under this Agreement and the First Mortgage Bonds; and

(b) By action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Issuer.

Any amounts collected pursuant to action taken under this Section 6.2 shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds have been fully paid (or provisions for payment thereof has been made in accordance with the provisions of the Indenture), to the Company.

Section 6.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer or the Trustee (as assignee of the Issuer) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee (as assignee of the Issuer) to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 6.4. Agreement To Pay Attorneys' Fees And Expenses.

In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of the indebtedness hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Trustee, the Issuer or, if so directed by the Issuer, to the attorneys for the Issuer the reasonable fee of such attorneys and such other expenses so incurred by or on behalf of the Issuer or the Trustee.

Section 6.5. No Additional Waiver Implied By One Waiver; Consents To Waivers.

In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. The Issuer shall have no power to waive any default hereunder by the Company without the consent of the Trustee to such waiver. Notwithstanding the foregoing, if, after the acceleration of the maturity of the outstanding Bonds by the Trustee pursuant to Section 902 of the Indenture, all arrears of interest on the outstanding Bonds and interest on overdue installments of interest (to the extent permitted by law) at a rate per annum which is equal to the rate per annum borne by the Bonds in respect of which such default shall have occurred and the principal and premium (if any) on all Bonds then outstanding which have become due and payable otherwise than by acceleration, and all other sums payable under the Indenture, except the principal of and the interest on such Bonds which by such acceleration shall have become due and payable, shall have been paid, all other things shall have been performed in respect of which there was a default, there shall have been paid the reasonable fees and expenses of the Trustee and of the owners of such Bonds, including reasonable attorneys' fees paid or incurred and such event of default under the Indenture shall be waived by the Trustee with the consequence that under Section 902 of the Indenture such acceleration is rescinded, then the Company's default hereunder shall be deemed to have been waived by the Trustee (as assignee of the Issuer) and no further action in accordance with the Indenture or consent by the Trustee or the Issuer shall be required.

Article VII.

Miscellaneous.

Section 7.1. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company and their respective successors and assigns, subject, however, to the limitations contained in Section 5.1.

Section 7.2. Execution 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 instrument; provided, however, that for purposes of perfecting a lien or security interest in this Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State of Illinois or

otherwise, only the counterpart delivered to, and receipted by, the Trustee shall be deemed the original.

Section 7.3. Amendments, Changes And Modifications.

Subsequent to the initial issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest and premium, if any, thereon) in accordance with the provisions of the Indenture, this Agreement may not be amended, changed, modified, altered or terminated except as provided in Article XIII of the Indenture.

Section 7.4. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.5. Amounts Remaining In Bond Fund.

Any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid under this Agreement and the Indenture shall be paid promptly to the Company by the Trustee, except as otherwise provided in Section 408 of the Indenture.

Section 7.6. Notices.

All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk and City Comptroller; if to the Company, at 122 South Michigan Avenue, Chicago, Illinois 60603, Attention: Secretary and Treasurer; if to the Trustee, at One First National Plaza, Suite 0126, Chicago, Illinois 60670, Attention: Corporate Trust Department. A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Company to any of the others shall also be given to the Trustee. The Issuer, the Company and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 7.7. Assignment.

This Agreement may not be assigned by either party without the consent of the other, except that the Issuer shall assign to the Trustee its rights under this Agreement as provided in Section 4.5 hereof and the Company may assign its rights hereunder to any transferee or any surviving or resulting corporation pursuant to Article XIV of the First Mortgage Indenture.

Section 7.8. Further Assurances.

The Company agrees and undertakes to perform any and all obligations of the Company and the Issuer under and pursuant to Section 802 of the Indenture.

Section 7.9. Applicable Law.

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

Section 7.10. Term Of The Agreement.

This Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired (or provision for such payment shall have been made as provided in the Indenture), provided that the covenants of the Company contained herein relating to the tax-exempt status of the Bonds shall survive termination of this Agreement.

Section 7.11. Delegation Of Issuer's Duties.

It is agreed that under the terms of this Agreement and also under the terms of the Indenture, the Issuer has delegated certain of its duties hereunder to the Company, the Remarketing Agent and the Trustee. The fact of such delegation shall be deemed sufficient compliance by the Issuer to satisfy the duties so delegated and the Issuer will not be liable in any way by reason of acts done or omitted by the Company, an Authorized Company Representative, the Remarketing Agent or the Trustee. The Issuer shall have the right at all times to act in reliance upon the authorizations, representations or certificates of an Authorized Company Representative, the Remarketing Agent or the Trustee.

In Witness Whereof, The Issuer and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be

hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

City Of Chicago, Illinois

City Comptroller

(Seal)

Attest:

City Clerk

The Peoples Gas Light And Coke
Company

Executive Vice President

(Seal)

Attest:

Secretary and Treasurer

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

Exhibit "A".

Exhibit A To The Loan Agreement Dated As Of May 1, 1990, Between The City Of Chicago, Illinois (The "Issuer") And The Peoples Gas Light And Coke Company (The "Company").

Project Description.

The Project consists of the acquisition, construction, improvement and equipping of the gas distribution and supply systems of the Company located wholly within and throughout the Issuer, generally described as follows:

Category	Description
1. Mains	Pipe, trestles, tunnels, vaults and regulators necessary to distribute gas to service pipes. Pipe sizes range from 1-1/2 inches to 48 inches and are made of a variety of materials (plastic, steel, etc.).
2. Services	Pipe and accessories leading to customers' premises from the distribution main. The majority of service pipes are made of either plastic or steel and range in size from 5/8 inch to 30 inches.
3. Meters and Regulators	Instruments and devices used to measure and regulate gas delivered to customers.
4. Station Plant and Equipment	Facilities devoted to distributing natural gas from transmission pipelines to the distribution main system.
5. Building Improvements	Structures and improvements needed by the Company to conduct business. Includes office buildings, shops, sub-shops and garages as well as leasehold improvements.

- | | |
|---------------------------------------|---|
| 6. Office Furniture and Equipment | Desks, chairs, typewriters, other office furniture and equipment items. |
| 7. Computer Equipment and Peripherals | Main frame and mini computers and computer peripheral equipment (C.R.T.'s, terminals, printers, etc.). |
| 8. Operating Equipment | Tools and equipment such as pipe locators (M-Scope), pneumatic tools, rotary hammers, etc. |
| 9. Transportation and Power Equipment | Cars, trucks, power operated equipment (such as compressors, welding machines, cranes, etc.), garage equipment (jacks, meters, battery chargers, etc.), two-way mobile radios, quick-call units and compressed natural gas equipment. |

The Project is further described in the Project Certificate.

City Of Chicago, Illinois

\$75,000,000

[Adjustable-Rate] Gas Supply Revenue Bonds,

1990 Series A.

(The Peoples Gas Light And Coke Company Project)

Contract Of Purchase

_____, 1990

City of Chicago, Illinois
City Hall
Chicago, Illinois 60602

The Peoples Gas Light and Coke Company
122 South Michigan Avenue
Chicago, Illinois 60603

Dear Sirs:

The undersigned (collectively, the "Purchasers"), offer to enter into this Contract of Purchase with the City of Chicago, Illinois, a municipal corporation and home rule unit of government of the State of Illinois (the "Issuer"), and The Peoples Gas Light and Coke Company, an Illinois corporation (the "Company"). Upon the acceptance of this offer by the Issuer and the Company and the execution of this Contract of Purchase by the Issuer and the Company, this Contract of Purchase will become effective and a binding agreement among the Issuer, the Company and the Purchasers.

1. Purchase and Sale of the Bonds; Delivery by Purchasers of Official Statement. On the basis of the warranties, representations and agreements contained herein, but subject to the terms and conditions herein set forth, the Purchasers agree, severally and not jointly, to purchase from the Issuer, and the Issuer agrees to issue and sell to the Purchasers, at a purchase price of \$_____ plus accrued interest from May 1, 1990 to the Closing Date (as hereinafter defined), all of the \$75,000,000 aggregate principal amount of City of Chicago, Illinois [Adjustable-Rate] Gas Supply Revenue Bonds, 1990 Series A (The Peoples Gas Light and Coke Company Project) (the "Bonds"). Each of the Purchasers agrees, severally and not jointly, to purchase from the Issuer the respective amounts of Bonds set forth opposite its name in Schedule I hereto.

The Bonds shall be as described in the Preliminary Official Statement of the Issuer (as defined in Section 3 of this Contract of Purchase). The Bonds shall be issued and secured pursuant to an Indenture of Trust dated as of May 1, 1990 (the "Indenture") between the Issuer and The First National Bank of Chicago, a Trustee (the "Trustee"). Concurrently with the execution and delivery of the Indenture, there is to be executed and delivered a supplemental indenture for the First and Refunding Mortgage Bonds, Series BB, to be dated as of May 1, 1990 (the "First Mortgage Supplemental Indenture"), supplementing the Company's Mortgage Indenture dated January 2, 1926 (said Mortgage Indenture as heretofore supplemented being hereinafter called the "Mortgage"). Concurrently with the issuance and sale of the Bonds, the Company will deliver to the Trustee its First and Refunding Mortgage Bonds, Series BB (the "First Mortgage Bonds"), as provided in the Loan Agreement dated as of May 1, 1990, between the Company and the Issuer (the "Agreement").

2. Payment and Delivery. Payment of the purchase price for the Bonds shall be made by wire transfer or by check or checks in same-day funds payable to the order of the Trustee for the account of the Issuer, at the offices of Chapman and Cutler, 111 West Monroe Street,

Chicago, Illinois, at 10:00 A.M., Chicago time, on May ____, 1990, or at such other place and time not later than seven full business days thereafter as the Purchasers and the Issuer, with the consent of the Company, determine, but in no event later than _____, 1990, against delivery of the Bonds to the Purchasers for the accounts of the Purchasers in New York, New York, such time of payment and delivery being herein referred to as the "Closing Date". The Bonds so to be delivered will be in definitive fully registered form in such denominations and registered in such names as the Purchasers specify, and will be made available for checking and packaging at the place where delivery is to be made at least twenty-four hours prior to the Closing Date.

3. Representations Of The Issuer.

(a) Promptly after the Issuer's acceptance hereof, the Issuer will deliver to the Purchasers an Official Statement (such Official Statement being hereinafter called the "Official Statement"). The distribution of the Official Statement and the distribution of the Preliminary Official Statement dated _____, 1990 (the "Preliminary Official Statement") were approved by the Issuer pursuant to an Ordinance passed on March 21, 1990. The Issuer has authorized the Official Statement and the Preliminary Official Statement to be used in connection with the sale and distribution of the Bonds by the Purchasers.

(b) The Issuer represents to the several Purchasers that, as of the date hereof, the statements contained in the Official Statement under the caption "The Issuer", insofar as they relate to the Issuer, are accurate and complete and do not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are or were made, not misleading.

4. Covenants of the Issuer. The Issuer covenants and agrees with the several Purchasers that:

(a) The Issuer will cooperate with counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate, and will cooperate in continuing such qualifications in effect so long as required for the distribution of the Bonds; provided that the Issuer shall not be required to consent to service of process in any state.

(b) The Issuer will not authorize any amendment or supplement of the Official Statement without the consent of the Purchasers and the Company. The Issuer will advise the Purchasers and the Company promptly of the institution of any proceedings to which it is a party or of which it has knowledge by any governmental agency or otherwise affecting the use of the Official Statement in connection with the sale and distribution of the Bonds.

(c) If at any time (but in no event more than 90 days after the Closing Date) when, in the opinion of the Purchasers, an Official Statement should be delivered in connection with the initial sale and distribution of the Bonds, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer, promptly upon learning of such event, will cooperate in preparing an amendment or supplement which will correct such statement or omission.

The liability of the Issuer under any and all of the documentation executed in connection with the issuance of the Bonds shall not constitute its general obligation and recourse against the Issuer under the Indenture and/or any other documentation executed in connection with the issuance of the Bonds shall be had only against the sources of payment specified in the Indenture. It is expressly understood that the Issuer shall not otherwise be obligated and that none of its officials or employees shall be in any way obligated for any costs, expenses, fees or other obligations or liabilities incurred or imposed in connection with the Bonds, whether incurred prior to or after the Closing Date, and that recourse against the Issuer and its officials or employees shall be limited, solely and exclusively, as specified in the Indenture.

5. Representations and Warranties of the Company. The Company represents and warrants to and agrees with the several Purchasers and the Issuer that:

(a) The information in the Appendix and all material incorporated by reference therein and under the headings "Introductory Statement", "The Project and Use of Proceeds", "The Bonds", "The First Mortgage Bonds and the First Mortgage Indenture", "The Agreement", "The Indenture" and ["The Tender Agreement"] in the Official Statement will be accurate as of the date of the Official Statement (or in the case of material incorporated by reference as of the date such information is stated to be given) in all material respects for the purpose for which its use is authorized, and such information will not include as of the date of the Official Statement (or in the case of material incorporated by reference as of the date such information is stated to be given) any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which it is to be used or which is necessary to make such statements and information therein, in the light of the circumstances under which they are or were made, not misleading. The Company hereby consents to the use by the Purchasers of the Official Statement containing such statements and information, and confirms that it has similarly consented to the use of the Preliminary Official Statement for such purpose prior to the availability of the Official Statement. The Company further represents and warrants that the consummation of the transactions contemplated in the Official Statement and herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company is now a party.

(b) Except for the ownership of its stock, the Company is eligible as an issuer to file registration statements on Form S-3 under the Securities Act of 1933, as amended (the "Securities Act").

6. Covenants of the Company. The Company covenants and agrees with the several Purchasers and the Issuer that:

(a) The Company will advise the Purchasers and the Issuer, promptly upon its obtaining knowledge thereof, of the institution of any proceedings by any governmental agency or otherwise affecting the use of the Official Statement in connection with the initial sale and distribution of the Bonds.

(b) If at any time (but in no event later than 90 days after the Closing Date) when, in the opinion of the Purchasers, an Official Statement should be delivered in connection with the initial sale and distribution of the Bonds, any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company promptly upon learning of such event, will cooperate in preparing an amendment or supplement which will correct such statement or omission.

(c) The Company will furnish or cause to be furnished to the Purchasers and the Issuer copies of the Preliminary Official Statement, the Official Statement and all amendments and supplements to such documents, in each case as soon as available and in such quantities as the Purchasers and the Issuer reasonably request.

(d) The Company will cooperate with counsel for the Purchasers in obtaining the qualification of the Bonds for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Purchasers designate and will cooperate in continuing such qualification in effect so long as required for the distribution of the Bonds, but the Company will not be required to qualify to do business in any jurisdiction where it is not now so qualified.

(e) The Company will pay, or cause to be paid from the proceeds of the Bonds, all expenses incident to the performance of its obligations under this Contract of Purchase and the fulfillment of the conditions imposed hereunder, including but not limited to the cost of printing, engraving and delivering the Bonds, the preparing and duplicating of this Contract of Purchase, the Indenture, the First Mortgage Supplemental Indenture and related documents, the Preliminary Official Statement, the Official Statement and any amendments or supplements thereto, the Agreement [and the Tender Agreement (as hereinafter defined)], in reasonable quantities for sales promotional purposes, costs incurred in connection with the delivery of same-day funds, and the reasonable fees and expenses of Bond Counsel and of counsel for the Issuer and will reimburse the Purchasers for any expenses (including reasonable fees and disbursements of counsel) incurred by them in connection with qualification of the Bonds for sale and determination of their eligibility for investment under the laws of such jurisdictions as

the Purchasers designate, and for any fees charged by investment rating agencies for the rating of the Bonds.

(f) The Company will deliver to the Purchasers upon request copies of documents of the Company incorporated by reference into the Official Statement and all documents to which Section 6(g) hereof refers at such times and in such quantities as are necessary to enable the Purchasers to satisfy requests for such information, and enable the Purchasers to make such documents available for inspection, as described in the Official Statement.

(g) During the period commencing on the date hereof and ending upon completion of the distribution of the Bonds (but in no event later than 90 days after the Closing Date), the Company will, promptly after filing any document with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), furnish a copy thereof to the Purchasers.

(h) The Company will pay a fee to the Issuer on the date of delivery of the Bonds (the "Closing Date") in an amount equal to \$187,500.

7. Conditions of the Obligations of the Purchasers. The obligations of the several Purchasers to purchase and pay for the Bonds will be subject to the accuracy, as of the respective dates of acceptance of this Contract of Purchase by the Company and the Issuer and as of the Closing date as if made on the Closing Date, of the representations herein on the part of the Issuer and the Company; to the accuracy of the statements of officials of the Issuer and the Company made pursuant to the provisions hereof; to the performance by the Issuer and the Company of their respective obligations hereunder and to the following additional conditions precedent:

(a) The Indenture and the Agreement have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchasers;

(b) The First Mortgage Supplemental Indenture, in substantially the form delivered to the Purchasers concurrently with the execution hereof, shall have been duly authorized, executed and delivered by the respective parties thereto and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Purchasers;

(c) Subsequent to the Issuer's and the Company's acceptance of this Contract of Purchase and prior to the Closing Date:

(i) There shall not have occurred any change, or any development involving a prospective change not set forth in or contemplated by the Official Statement in or affecting particularly the business, properties, financial position, or results of

operations of the Company which, in the judgment of the Purchasers, materially impairs the investment quality of the Bonds; or

(ii) The market price of the Bonds, or the market price of general credit or revenue obligations issued by states or political subdivisions thereof, or the market price of revenue obligations of the character of the Bonds shall (in the reasonable judgment of the Purchasers) not have been materially and adversely affected by reason of the fact that:

(A) Legislation shall have been enacted by the Congress, or passed by either House of the Congress, or introduced in either House of the Congress with a proposed effective date prior to the Closing Date, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or

(B) A decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or

(C) The Treasury Department of the United States or the Internal Revenue Service shall have made or proposed an order, ruling or regulation or shall have caused an official statement to be published in the *Federal Register* or any other official publication of the Treasury Department of the United States or the Internal Revenue Service,

in each such case with the purpose or effect, directly or indirectly, of causing such interest as would be received by the owners (other than a "substantial user" or "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended) of the Bonds to be includable in the gross income of such owners for purposes of federal income taxation or of imposing federal taxation upon such payments as would be received by the Issuer under the Agreement or the First Mortgage Bonds;

(d) Between the date hereof and the Closing Date, no order, decree or injunction of any court of competent jurisdiction, nor any order, ruling, regulation or administrative proceeding by any governmental body or board shall have been issued or commenced, nor shall any legislation have been enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement or the execution or performance of the Indenture, the Agreement, the First Mortgage Supplemental Indenture or the Mortgage in accordance with their respective terms; and

(e) The Purchasers shall have received the following:

(i) Not later than the date of the acceptance of this Contract of Purchase, a letter from Arthur Andersen & Co. dated not later than the date of the acceptance of this

Contract of Purchase by the Company in substantially the form attached hereto as Exhibit A;

(ii) The unqualified approving opinions, dated the Closing Date, of Chapman and Cutler and George Munoz & Associates, Co-Bond Counsel, relating to the valid authorization and issuance of the Bonds and the tax- exempt status of the Bonds, with sufficient copies for each Purchaser;

(iii) The supplementary opinions, dated the Closing Date, of Co-Bond Counsel, in substantially the form set forth in Exhibit B attached hereto;

(iv) An opinion, dated the Closing Date, of Corporation Counsel of the Issuer, to the effect that:

(A) The Issuer is a municipal corporation and home rule unit of government of the State of Illinois duly organized, validly existing and in good standing under Illinois law with all necessary power and authority to undertake the financing of the Project, to execute and deliver the Agreement and the Indenture, to perform and observe the terms of each such document, and to issue the Bonds;

(B) Each member of the City Council of the Issuer and each official of the Issuer was duly appointed or elected and is qualified to serve as such;

(C) The ordinance authorizing the issuance of the Bonds was duly adopted by a quorum of the City Council of the Issuer at a meeting held in accordance with the requirements of Illinois law and procedural rules of the Issuer, and such ordinance remains in full force and effect on the date hereof;

(D) The Bonds, the Agreement and the Indenture have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws or equitable principles, affecting the enforcement of creditors' rights;

(E) The execution and delivery and performance by the Issuer of the Bonds, the Agreement and the Indenture will not violate any applicable judgment, order or regulation of any court or of any public or governmental agency or authority and will not conflict with or constitute a breach of or a default under any instrument to which the Issuer is a party or by which it or its properties are bound or to which it is subject;

(F) To the best of such counsel's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Issuer which, if adversely determined, would adversely affect the validity of the Bonds, the Agreement or the Indenture or the ability of the Issuer to perform and observe the terms of each such document or to issue the Bonds; and

(G) This Contract of Purchase has been duly authorized, executed and delivered by the Issuer and is a valid contract of the Issuer;

(v) A certificate or certificates, which may be based on a certificate of the Company, dated the Closing Date, executed by an official of the Issuer responsible for issuing the Bonds, in form and substance satisfactory to Co- Bond Counsel, as to the basis in fact all of the expectations of the Issuer that the Issuer may certify under United States Treasury Regulations §§ 1.148-0T through 1.148-9T or such other Regulations as may then be applicable with respect to the Bonds;

(vi) A certificate or certificates, dated the Closing Date, signed by the Mayor of the Issuer or such other officer of the Issuer satisfactory to Co- Bond Counsel and the Purchasers and in form and substance satisfactory to Co-Bond Counsel and the Purchasers in which such person, to the best of his knowledge after reasonable investigation, shall state that the representations and warranties of the Issuer in this Contract of Purchase are true and correct as of the Closing Date; that the Issuer has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date; that information set forth under the caption "The Issuer" in the Official Statement insofar as it relates to the Issuer does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and that no litigation against the Issuer is pending or, to the knowledge of the signer of such certificate, threatened against the Issuer (A) to restrain or enjoin the issuance or delivery of any of the Bonds, the application of the proceeds thereof, or the performance of the provisions of the Indenture or the Agreement, (B) in any way contesting or affecting any authority for or the validity of the Bonds, the Indenture, the Agreement, this Contract of Purchase, the application of the proceeds of the Bonds or the performance of the provisions of the Indenture or the Agreement, or (C) in any way contesting the right and power of the Issuer to finance the Project as described in the Official Statement;

(vii) An opinion, dated the Closing Date, of James Hinchliff, Esq., Senior Vice President and General Counsel of the Company, to the effect that:

(A) The Company (i) has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of Illinois, and (ii) has power and authority (corporate and other) to own its property and conduct its business as described in the Official Statement;

(B) This Contract of Purchase has been duly authorized, executed and delivered by the Company and is a valid obligation of the Company;

(C) The Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles);

(D) The First Mortgage Bonds have been duly authorized, authenticated and delivered and are valid and legally binding obligations of the Company entitled to the benefits and security of the Mortgage and the First Mortgage Supplemental Indenture, enforceable in accordance with their terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles) and are secured equally and ratably with all other bonds outstanding under the Mortgage except insofar as any sinking or other fund may afford additional security for the bonds of any particular series;

(E) The First Mortgage Supplemental Indenture has been duly authorized, executed and delivered, and constitutes a valid and legally binding obligation of the Company enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditor's rights and by general equity principles); and no authorization, vote, consent or action by the holders of any of the outstanding securities of the Company is necessary with respect thereto;

(F) [The Tender Agreement dated as of May 1, 1990 between the Company and First Chicago Trust Company of New York, as Tender Agent (the "Tender Agreement"), has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligations of the Company, enforceable in accordance with its terms (except to the extent limited by bankruptcy, insolvency or reorganization laws or by laws relating to or affecting the enforcement of creditors' rights and by general equity principles)];

(G) The Mortgage constitutes, and together with the First Mortgage Supplemental Indenture, when the latter has been duly recorded, will constitute, the valid direct first mortgage lien such instruments purport to create upon the interest of the Company in the property and franchises therein described (except any which have been duly released from the lien thereof);

(H) Without assuming responsibility for the accuracy, completeness, or fairness of the statements contained in the Official Statement or the Appendix except as expressly stated in such opinion, that he has no reason to believe that the Official Statement, insofar as it relates to the Project and use of proceeds of the Bonds, the Agreement[, the Tender Agreement], the Mortgage and First Mortgage Supplemental Indenture, the First Mortgage Bonds or the Appendix, or any amendment or supplement thereto, as of their respective issue dates and as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(I) All legally required proceedings in connection with the execution and delivery of the Agreement by the Company and the First Mortgage Supplemental Indenture by the Company and the authorization and issuance of the First Mortgage Bonds, and the use of the First Mortgage Bonds, by the Company in the manner set forth in the Agreement, have been had and remain in effect, and all

requisite action of public board or bodies (other than in connection or in compliance with the provisions of the Securities or "Blue Sky" laws of any jurisdiction) as may be legally required with respect to all or any of such matters as related thereto has been taken and remains in effect, and the Company is exempt from the provisions of the Public Utility Holding Company Act of 1935 applicable to it as a holding company, except Section 9(a)(2), with respect to such authorization, issuance and sale;

(J) The Mortgage has been duly filed and recorded in all jurisdictions in which it is necessary to be filed and recorded in order to constitute a lien of record on the property subject thereto;

(K) Except as to property acquired subsequent to the execution and delivery of the First Mortgage Supplemental Indenture, the Company has good and sufficient title to all the property described or referred to in and purported to be conveyed by the Mortgage (except such property as may have been disposed of and released from the lien thereof in accordance with the terms thereof), subject only to the lien of the Mortgage, to exceptions and reservations specifically set forth therein, to permissible encumbrances as therein defined; that the description of said property in the Mortgage is adequate to constitute the Mortgage a lien of mortgage thereon; that the Mortgage, subject only to exceptions and reservations specifically set forth therein and to permissible encumbrances, as aforesaid, constitutes a valid, direct first mortgage lien on said property, which includes substantially all of the fixed property of the Company, and on the franchises and permits of the Company pertaining to the operation of its property acquired by the Company after the execution and delivery of the First Mortgage Supplemental Indenture will, upon such acquisition, become subject to the lien of the Mortgage to the extent provided therein, subject, however, to permissible encumbrances, to liens, if any, existing or placed thereon at the time of the acquisition thereof by the Company and to any rights or equities of others attaching under applicable local law in the absence of notice of the lien of the Mortgage by recordation or otherwise;

(L) The Company holds all franchises, certificates of public convenience, licenses and permits necessary to carry on the utility business in which it is engaged;

(M) The descriptions in the Official Statement of statutes, legal and governmental proceedings relating to the Company and contracts and other documents of the Company are accurate and fairly present the information required to be shown, it being understood that counsel need express no opinion as to the financial statements and other financial data contained in the Official Statement; and

(N) The sale and delivery of the Bonds and the First Mortgage Bonds and the execution and delivery of the Agreement do not require registration of the Bonds or the First Mortgage Bonds under the Securities Act of 1933, as amended (the "Securities Act"), and likewise do not require qualification of the Indenture or the First Mortgage Supplemental Indenture under the Trust Indenture Act of 1939, as amended.

(viii) A letter, dated the Closing Date, of Arthur Andersen & Co. which meets the requirements for clause (i) of this subsection, except that the procedures and inquiries covered by such letter shall be to a date not more than five days prior to the Closing Date;

(ix) A certificate, dated the Closing Date, of the President, an Executive Vice President or a Vice President and a financial or accounting officer of the Company in which such officers, to the best of their knowledge after reasonable investigation, shall state that the representations and warranties of the Company in this Contract of Purchase are true and correct (except for immaterial details) as of the Closing Date, and that, subsequent to the date of the latest financial statements of the Company incorporated by reference in the Official Statement, there has been no material adverse change in the business, properties, financial position or results of operations of the Company except as set forth in or contemplated by the Official Statement or as described in such certificate;

(x) Such opinion or opinions, dated the Closing Date, of Chapman and Cutler, counsel for the Purchasers, with respect to the Indenture, the Agreement, the Mortgage, the First Mortgage Bonds, this Contract of Purchase, the First Mortgage Supplemental Indenture, the Official Statement and other related matters as the Purchasers may require.

On or prior to the Closing Date, the Company will furnish the Purchasers with such conformed copies of such opinions, certificates, letters and documents as the Purchasers reasonably request.

8. Indemnification.

(a) The Company will indemnify and hold harmless each Purchaser and each person, if any, who controls any Purchaser within the meaning of the Securities Act or the Exchange Act against any losses, expenses, claims, damages or liabilities, joint or several, to which such Purchaser or such controlling person may become subject, under such federal laws or otherwise, insofar as such losses, expenses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact included in the Official Statement or any amendment or supplement thereto, or in the Preliminary Official Statement, insofar as any such statements refer to the Company, or in the Appendix and all material incorporated by reference therein and under the headings "The Project and Use of Proceeds" and "The First Mortgage Bonds and the First Mortgage Indenture" in the Official Statement or any amendment or supplement thereto, or under the corresponding headings of the Preliminary Official Statement, or arise out of or are based upon the omission or alleged omission to state therein any material fact necessary to make such statements not misleading; and will reimburse each Purchaser and each such controlling person for any legal or other expenses reasonably incurred by such Purchaser or such controlling person in connection with investigating or defending any such loss, expense, claim, damage,

liability or action; provided, however, that the Company will not be liable in any such case to the extent that any such loss, expense, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents in reliance upon and in conformity with written information furnished by any Purchaser specifically for use therein; and provided further, that with respect to any untrue statement or alleged untrue statement or omission or alleged omission made in the Preliminary Official Statement, the indemnity agreement contained in this subsection (a) shall not inure to the benefit of any Purchaser (or to the benefit of any person controlling such Purchaser) from whom the person asserting any such loss, expense, claim, damage or liability purchased the Bonds concerned, if a copy of the Official Statement (excluding any documents incorporated by reference therein) was not sent or given to such person at or prior to the written confirmation of the sale involved. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(b) The Company will indemnify and hold harmless the Issuer and each official and employee of the Issuer against any losses, expenses, claims, damages or liabilities, joint or several, to which the Issuer or any official or employee of the Issuer may become subject, under federal laws or regulations or otherwise, insofar as such losses, expenses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact included in the Official Statement or any amendment or supplement thereof, or in the Preliminary Official Statement, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make such statements not misleading, or arise out of or are based upon any other alleged act or omission in connection with the issuance of the Bonds by the Issuer; and will, if required by the indemnified party, assume the defense of any action against the Issuer or any official or employee of the Issuer based upon allegations of any such loss, expense, claim, damage, liability or action, provided, however, that the Company will not be liable in any such case to the extent that any such loss, expense, claim, damage, or liability is adjudged to have resulted from gross negligence, bad faith or criminal conduct by any official or employee of the Issuer. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

(c) Each Purchaser will indemnify and hold harmless the Issuer and each official and employee of the Issuer, the Company and its officers and directors, and each of them, and each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act against any losses, expenses, claims, damages or liabilities, joint or several to which the Issuer, each official and employee of the Issuer or the Company, its officers or directors or any such controlling person may become subject, under such federal laws or otherwise, insofar as such losses, expenses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Official Statement or any amendment or supplement thereto, or the Preliminary Official Statement, or arise out of or are based upon the omission or the alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in any such document in reliance upon and in conformity with written information furnished by such Purchaser specifically for use therein; and will reimburse any legal or other expenses reasonably

incurred by the Issuer, any official or employee of the Issuer or the Company, its officers or directors or any such controlling person in connection with investigating or defending any such loss, expense, claim, damage, liability or action. This indemnity agreement will be in addition to any liability which such Purchaser may otherwise have.

(d) Promptly after receipt by an indemnified party under this section of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this section, notify the indemnifying party of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this section. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate at its own expense in the defense, or if it so elects, to assume the defense, of any such action, but, if it elects to assume the defense, such defense shall be conducted by counsel chosen by it and satisfactory to the indemnified party and to any other indemnifying party, defendant in the suit. In the event that any indemnifying party elects to assume the defense of any such action and retain such counsel, the indemnified party shall bear the fees and expenses of any additional counsel retained by it. No indemnifying party shall be liable in the event of any settlement of any such action effected without its consent. Each indemnified party agrees promptly to notify each indemnifying party of the commencement of any litigation or proceedings against it in connection with the issue and sale of the Bonds.

9. Default of Borrowers. If any Purchaser or Purchasers default in their obligations to purchase Bonds hereunder, the other Purchasers shall be obligated, severally in the proportion which their respective commitments hereunder bear to the total commitment of the non-defaulting Purchasers, to purchase all the Bonds which such defaulting Purchaser or Purchasers agreed but failed to purchase. In such event, the Company shall postpone the Closing Date (or the postponed Closing Date, if one shall have been fixed as provided in Section 2) to 10:00 A.M., Chicago time, on any business day within the next seven full business days after the day originally specified for the Closing Date (or the postponed Closing Date, if one shall have been fixed as above provided) as requested by the Purchasers. Nothing herein will relieve a defaulting Purchaser from liability for its default.

10. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations and warranties and other statements of the Issuer, the Company, or their respective officials or officers and of or on behalf of the several Purchasers set forth in or made pursuant to this Contract of Purchase will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Purchaser, the Issuer or any of its officials or employees, or the Company or any of its officers, directors or controlling persons, if any, and will survive delivery of and payment for the Bonds. If for any reason the purchase of the Bonds by the Purchasers is not consummated, the Company will pay its own costs and expenses and all costs and expenses of the kind which would have been paid out of the proceeds of the sale of the Bonds pursuant to Section 6(e) hereof if the Bonds had been sold to the Purchasers (provided, however, that any such payment shall be without prejudice to the Company's rights against any defaulting Purchasers), and the respective obligations of the Company and the Purchasers under Section 8 hereof shall remain in effect.

11. Notices. The Company shall be entitled to act and rely upon any statement, request, notice or agreement on behalf of each of the Purchasers if the same shall have been made or given by the Purchasers jointly or by Shearson Lehman Hutton, Incorporated. All communications hereunder will be in writing, and will be hand delivered or telexed and, if telexed, confirmed by hand delivery or mail, if sent to the Purchasers, addressed to the Purchaser, c/o Shearson Lehman Hutton, Incorporated, Two World Trade Center, 104th Floor, New York, New York 10048-0104, Attention: Municipal Bond Department; if sent to the Issuer, addressed to it at its address set forth above, Attention: Comptroller; or if sent to the Company, addressed to it at its address set forth above, Attention: Secretary and Treasurer. In each case a copy of any communication sent by one party hereto to another shall be sent to the others at the address indicated in the preceding sentence.

12. Representation of Purchasers. Any action under this Contract of Purchase taken by the Purchasers jointly or by Shearson Lehman Hutton, Incorporated, will be binding upon all the Purchasers.

13. Counterparts. This Contract of Purchase may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. Successors. This Contract of Purchase is made solely for the benefit of the Issuer, the Company, the Purchasers and, to the extent provided in Section 8 hereof, to any person who controls any Purchaser, to the officials and employees of the Issuer, to the officers and directors of the Company and to any person who controls the Company, and their respective successors. No other person, partnership, association, corporation or governmental body shall acquire or have any right under or by virtue hereof. The term "successors" shall not include any purchaser of Bonds from or through a Purchaser merely because of such purchase.

Shearson Lehman Hutton, Incorporated

By: _____
Its: _____

Goldman, Sachs & Company

K.M. Independence Group, a division of
Robert W. Baird & Company,
Incorporated

By: _____
Its: _____

Accepted: _____, 1990

The Peoples Gas Light And Coke Company

By: _____
Its: _____

City Of Chicago, Illinois

By: _____
Its: _____

Approved:

Chairman, Committee on Finance
Chicago City Council

Date: _____

[Exhibits "A" and "B" attached to this Contract of Purchase
unavailable at time of printing.]

Schedule "I" attached to this Contract of Purchase reads as follows:

Schedule "T".

Purchaser	Principal Amount Of Bonds
Shearson Lehman Hutton, Incorporated	\$ _____
Goldman, Sachs & Company	\$ _____
K. M. Independence Group, a division of Robert W. Baird & Company, Incorporated	\$ _____

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

EXPENDITURE OF MOTOR FUEL TAX FUNDS FOR GROUP
RELAMPING OF STREET LIGHTING SYSTEMS
DURING YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 allocation of Motor Fuel Tax funds for group relamping of street lighting systems during 1990, in the amount of \$750,000.00, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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 \$750,000 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 lamps 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.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR STREET CLEANING
MAINTENANCE IN IMPROVED STREETS, COUNTY
AND STATE HIGHWAYS DURING YEAR 1988.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 amendment to an ordinance passed June 8, 1988, (Council Journal pages 14109 -- 14110) decreasing the allocation of Motor Fuel Tax funds necessary for street cleaning maintenance in improved streets, county and state highways during 1988, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Motor Fuel Tax Ordinance passed by the City Council on January 27, 1988, appearing on page 9833, in the amount of \$3,181,999 and amended June 8, 1988, appearing on pages 14109 -- 14110, increasing the allocation by \$3,181,999 to \$6,363,998 be further amended by decreasing the allocation to \$6,003,441.06, said amended ordinance to read as follows:

Section 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$6,003,441.06 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, 1988 and ending December 31, 1988.

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 setup 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 for said fund when properly approved by the Commissioner of Streets and Sanitation.

Section 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of said Division of Highways.

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

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR REPAIRS TO PAVEMENTS
OF IMPROVED STREETS, COUNTY AND STATE
HIGHWAYS DURING YEAR 1988.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 amendment to an ordinance passed January 27, 1988, (Council Journal pages 9830 -- 9831) decreasing the allocation of Motor Fuel Tax funds necessary for repairs to pavements of improved streets, county and state highways during 1988, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on January 27, 1988, appearing on pages 9830 -- 9831 of the Council Journal, providing for repairs to pavements of improved streets, county highways and state highways for the period beginning January 1, 1988 and ending December 31, 1988 be amended to decrease the allocation of Motor Fuel Tax funds from \$8,878,545 to \$8,232,136.94, said amended ordinance to read as follows:

Section 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$8,232,136.94 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for repairs to pavements of improved streets, county highways and state highways by day labor during the period commencing January 1, 1988 and ending December 31, 1988.

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 for said fund when properly approved by the Commissioner of Streets and Sanitation.

Section 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of

Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

AMENDMENT TO 1989 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED, WITHIN MOTOR FUEL TAX FUND.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 amendment to the 1989 Annual Appropriation Ordinance, as amended, within the Motor Fuel Tax Fund fund, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1989, as amended, is hereby further amended by striking the words and figures indicated and by inserting the words and figures indicated below:

Corrections And Revisions Of The 1989 Appropriation Ordinance.

310 -- Motor Fuel Tax Fund

Corrections And Revisions Of The 1989 Appropriation Ordinance.

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Motor Fuel Tax Fund (310)		
		Revenue of Year 1989 appropriable	\$56,472,158.64	\$57,479,123.64
		Distributive Share of State Motor Fuel Tax	\$53,272,158.64	\$54,279,123.64
		Department of Streets and Sanitation -- 81/1030		

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	.9500	Section 2048; Snow and Ice Removal for General Purposes: to be expended under the direction of the City Council	\$7,733,626.64	\$8,740,591.64

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED ALLOCATION
OF MOTOR FUEL TAX FUNDS FOR SNOW AND ICE
CONTROL MAINTENANCE OF IMPROVED STREETS,
COUNTY AND STATE HIGHWAYS DURING
YEAR 1989.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 amendment to an ordinance passed December 20, 1989 (Council Journal pages 10083 through 10085) increasing the allocation of Motor Fuel Tax funds necessary for snow and ice control maintenance of improved streets, county and state highways during 1989, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the amended ordinance passed by the City Council on December 20, 1989, appearing on pages 10083 -- 10085 of the Council Journal, providing for snow and ice control maintenance of improved streets, county highways and state highways for the period beginning January 1, 1989 and ending December 31, 1989 be amended to increase the allocation of Motor Fuel Tax funds from \$7,733,626.64 to \$8,740,591.64, said amended ordinance to read as follows:

Section 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$8,740,591.64 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for snow and ice control maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1989 and ending December 31, 1989.

Section 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 made disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

Section 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

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

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

AMENDMENT OF 1990 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED, AUTHORIZING ESTABLISHMENT OF
ACCOUNT AND TRANSFER OF FUNDS
WITHIN DEPARTMENT OF
PUBLIC WORKS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the 1990 Annual Appropriation Ordinance, as amended, authorizing the establishment of an account and the transfer of funds within the Department of Public Works, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

Exhibit "A".

292 -- Pavement Restoration and Inspection Fund -- 1990.

Department Of Public Works

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
		Bureau of Traffic Engineering and Operations -- 83-2045				
	0158	Rental of Equipment and Services		\$70,000		\$50,000
Insert:	0155	Rental of Property		-0-		\$20,000

AMENDMENT OF 1989 ANNUAL APPROPRIATION ORDINANCE,
AS AMENDED, AUTHORIZING ESTABLISHMENT OF
ACCOUNT AND TRANSFER OF FUNDS
WITHIN DEPARTMENT OF
PUBLIC WORKS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the 1989 Annual Appropriation Ordinance, as amended, authorizing the establishment of an account and the transfer of funds within the Department of Public Works, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1989, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

Exhibit "A".

100 -- Corporate Fund -- 1989

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
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Department Of Public Works

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Bureau of Parking Enforcement -- 83-2066		
	0140	Professional and Technical Services	\$494,000	\$453,838
Insert:	0020	Overtime	-0-	\$40,162

TRANSFER OF FUNDS AUTHORIZED WITHIN DEPARTMENT OF
STREETS AND SANITATION FOR YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 Department of Streets and Sanitation, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The 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
Professional and Technical Services	100	81-2060	0140	\$90,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
Materials and Supplies	100	81-2060	0340	\$90,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Department of Streets and Sanitation during the year 1990.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN CITY COUNCIL
COMMITTEE ON LOCAL TRANSPORTATION FOR
YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 Local Transportation, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The 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
Professional and Technical Services	300	15-2125	0140	\$5,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
General Office Expense, including Rentals, Postage, Printing, Equipment and Supplies, Compensation for Use of 4 Personally Owned Automobiles at \$90.00 Per Month and the Payment of Unpaid Bills, Incurred for Such Purpose	300	15-2125	9030	\$5,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Local Transportation during the year 1990.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN CORPORATE
FUND-FINANCE GENERAL FOR YEAR 1990.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, March 21, 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 Corporate Fund-Finance General, 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, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The 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
Cost of Issuance for Daily Tender Notes	100	99-2005	0957	\$350,000.00

TO:

Purpose	Fund	Code Department	Account	Amount
Cost of Claims and Administration for Hospital and Medical Care Provided to Eligible Employees	100	99-2005	0042	\$350,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in Finance General-Corporate Fund during the year 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, March 21, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

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

Portion Of North Central Park Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,332 feet of 12-inch ductile iron water main in North Central Park Avenue, from West Hirsch Street to West North Avenue, at the total estimated cost of \$267,176.38 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00875.

Portion Of West Division Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Division Street, from North Dearborn Street to the alley west and in the alley west of North Dearborn Street from North Maple Street to 95 feet south: 165 feet of 16-inch and 115 feet of 8-inch ductile iron water main, at the total estimated cost of \$91,085 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00865.

Portion Of North Halsted Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Halsted Street, from West North Avenue to West Willow Street: 1,124 feet of 8-inch ductile iron water main, at the total estimated cost of \$198,309.94 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00879.

*Portions Of West 58th Street And First Alley East Of
South Wallace Street.*

Ordered, That the Commissioner of Water is hereby authorized to install 339 feet of 8-inch and 511 feet of 12-inch ductile iron water main in West 58th Street, from South Lowe

Avenue to the first alley east of South Wallace Street; and in the first alley east of South Wallace Street, from West 57th Place to West 58th Street, at the total estimated cost of \$128,751.65 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00858.

COMMITTEE ON CLAIMS AND LIABILITIES.

**AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.**

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which was referred March 9, 1988 and on subsequent dates a series of claims for property and vehicle damage and various permit and license refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicles.

*Department Of Public Works:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Alta May Velez 7659 West Addison Street Chicago, Illinois 60634	1/20/88 213 West Institute Place	\$309.10
Ann M. Raines 2841 West 84th Street Chicago, Illinois 60650	5/11/88 3200 West 83rd Street	400.00
Nelson Borges 1200 West Sunnyside Avenue Chicago, Illinois 60640	5/24/89 West Irving Park Road and North California Avenue	618.75

Damage To Vehicle.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Lily Chen-Yen 575 West Madison Street Apartment 2-1910 Chicago, Illinois 60606	6/17/89 West Wacker Drive and North Dearborn Street	\$953.90

Damage To Property.

*Department Of Streets And Sanitation:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 89-0-37 122 South Michigan Avenue 311 Chicago, Illinois 60603	11/9/88 1547 West Wabansia Avenue	\$637.22
Peoples Gas Light and Coke Company File 89-0-35 122 South Michigan Avenue 311 Chicago, Illinois 60603	11/3/88 2033 West Madison Street	433.80

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Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 89-0-33 122 South Michigan Avenue 311 Chicago, Illinois 60603	11/1/88 West 58th Street and South Honore Street	\$284.12
Center Fin. Serv. and Charlotte Schmitt Policy HC 78089 2232 West Irving Park Road Chicago, Illinois 60618	3/10/89 2311 West Montrose Avenue	450.00
Meyer Glassman 2046 West 21st Street Chicago, Illinois 60618	1/29/89 2046 West 21st Street	160.00
Marc J. Warren 111 4th Avenue 2E New York, New York 10003	1/31/89 2242 North Southport Avenue	39.94
Serena Bass 2957 North Sheridan Road Chicago, Illinois 60657	5/1/87 2957 North Sheridan Road	553.00

Damage To Vehicle.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Mark Christenson 2142 West Homer Street Chicago, Illinois 60647	12/14/88 1700 West Cornelia Avenue	\$400.00

Damage To Vehicle.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Dorothy J. Beard 6734 South Bennett Avenue Chicago, Illinois 60649	12/21/88 1555 East 57th Street	\$166.54

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Peoples Gas Light and Coke Company File 89-0-162 122 South Michigan Avenue 311 Chicago, Illinois 60603	5/18/89 1915 North Karlov Avenue	\$927.11
Peoples Gas Light and Coke Company File 89-0-154 122 South Michigan Avenue 311 Chicago, Illinois 60603	4/26/89 2600 -- 2602 West Potomac Avenue	435.70
Peoples Gas Light and Coke Company File 89-0-160 122 South Michigan Avenue 311 Chicago, Illinois 60603	5/15/89 532 West Deming Place	412.91

Damage To Property.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Walter J. Kolodziej 5807 South Rutherford Avenue Chicago, Illinois 60638	1/9/85 5807 South Rutherford Avenue	\$225.00

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Allstate Insurance and Jane Nowacki Ck. 2700665520FSC P.O. Box 1089 Morton Grove, Illinois 60053	12/28/88 South Torrence Avenue and East 115th Street	\$523.20
Kathleen K. Shannon 2920 South Twyckenham Drive South Bend, Indiana 44614	1/19/89 Towing	459.67

Name And Address	Date And Location	Amount
Ruby Peterson 1876 Redondo Boulevard Los Angeles, California 90019	12/14/86 2300 South Crandon Avenue and East 71st Street	\$190.00
Alan Spiwak 2103 North Larrabee Street Chicago, Illinois 60614	10/14/88 Towing	192.33
Ronald S. Swidler 6440 South Christiana Avenue Lincolnwood, Illinois 60645	12/12/88 Towing	285.22
Ruth R. Thornton 6307 North Winthrop Avenue Apartment 501 Chicago, Illinois 60619	10/27/88 West 95th and South Eggleston Avenue	159.98
James P. Dunne 506 North Williams Drive Palatine, Illinois 60067	1/27/89 North Kimball Avenue and West Addison Street	205.81
Kemper Insurance and Belinda White Cl. 560AE01777ON560 P.O. Box AL 500 West Central Road Mt. Prospect, Illinois 60056	2/15/88 West Monroe Street and South Karlov Avenue	862.15
Harold and Ann Markham 2625-A South Michigan Avenue Chicago, Illinois 60616	10/26/88 2625-A South Michigan Avenue	298.86
William A. Simon 816 North Mapleton Oak Park, Illinois 60302	3/5/89 3000 North Lake Shore Drive	135.48
State Farm Insurance and April Serapin Cl. 13-2516-744 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	12/16/88 5600 North Austin Avenue	703.12

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Name And Address	Date And Location	Amount
Barbara T. Stephens 536 East 92nd Place Chicago, Illinois 60619	11/21/88 9728 South Cottage Grove Avenue	\$371.99
David Walter Zeunert 1390 Ridge Road Highland Park, Illinois 60035	2/2/89 165 North Canal Street	212.32
Susan Marie Valkman 4901 North Nagle Avenue Chicago, Illinois 60630	3/14/89 6444 West Foster Avenue	671.30
Joanne Feldhaus 3201 West Balmoral Avenue Chicago, Illinois 60625	12/7/88 North Albany and West Foster Avenues	292.15
Enterprise Leasing Company 896 North York Road Elmhurst, Illinois 60126	6/29/88 1018 West Roscoe Street	1,500.00
Veronica L. Dotson 7921 South Chappel Avenue Chicago, Illinois 60617	3/2/89 South Lake Shore Drive and East 39th Street	97.30
John A. Johnson 7240 South May Street Chicago, Illinois 60621	3/30/89 1435 East 76th Street	371.55
Lance Lesko 3845 West 67th Place Chicago, Illinois 60629	3/11/89 West 26th and South California Avenue	64.75
Susie Lillie 10031 South Eberhart Avenue Chicago, Illinois 60628	2/16/89 East 84th and South Cottage Grove Avenue	363.24
Providence Washington Insurance and Phyllis Rydel Cl. 40-02601 209 North York Street Elmhurst, Illinois 60126	2/24/89 5819 West Foster Avenue	706.88

Name And Address	Date And Location	Amount
James H. Simmons 655 West Irving Park Road Chicago, Illinois 60613	3/20/89 West North Avenue and North Elston Avenue	\$55.47
Helen Smith 614 East 67th Street Chicago, Illinois 60637	3/12/89 6800 South Evans Avenue	213.22
Geico Insurance and Melvin B. Rone Cl. 0031523590101014 P.O. Box 391 LaGrange, Illinois 60525	7/25/88 North LaSalle Street and West Haddock Place	703.58
Carl E. Muhammad 6838 South Clyde Avenue Chicago, Illinois 60649	2/26/89 East North Avenue and North Lake Shore Drive	215.00
Safeway Insurance and Charles Faust Cl. 176233 500 South Racine Avenue Chicago, Illinois 60607	3/15/89 2168 West Wilson Avenue	320.54
Edward F. Wixted 5029 South Ridgeway Avenue Chicago, Illinois 60632	5/10/89 West Grenshaw Street and South Koster Avenue	757.52
Deborah Golen 2615 West 47th Street Chicago, Illinois 60632	2/27/89 South Damen Avenue and Stevenson Expressway	132.38
Diane Altman 5456 South Blackstone Avenue Chicago, Illinois 60615	4/25/89 South Lake Shore Drive and East Balbo Drive	57.15
Mariola Babicz 7900 West Division Street River Forest, Illinois 60305	4/11/89 3069 North Avers Avenue	1,306.40

Name And Address	Date And Location	Amount
John A. Ward 652 West Webster Street Chicago, Illinois 60614	6/30/89 West Cortland Street and North Elston Avenue	\$180.00
Roger F. Murphy 6916 North Waukesha Avenue Chicago, Illinois 60646	7/11/89 North Elston Avenue and North Lynch Avenue	\$461.38
Amy Theresa Nedvar 3128 North Lincoln Franklin Park, Illinois 60131	7/20/89 South Oak Park Avenue and West 63rd Place	147.50
Raul A. Rubi 3551 North Hamlin Avenue 3rd Floor Chicago, Illinois 60618	8/18/89 4039 South Kedzie Avenue	1,056.18
Dennis Hart 617 West 46th Street Chicago, Illinois 60609	6/29/89 South Emerald Avenue and West Root Street	327.49

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account Number 200-87- 2015-0952-0952:

Name And Address	Location	Amount
Eugene Smith 6006 South Racine Avenue Chicago, Illinois 60636	2/24/88 -- 4/25/88 6006 South Racine Avenue	\$191.88

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant; on account of underground leaks:

Name And Address	Location	Amount
Jesus Dominquez 1844 West 18th Street Chicago, Illinois 60608	4/25/88 -- 2/3/89 1844 West 18th Street	\$400.00
Aurelia Valdez 3522 West 73rd Place Chicago, Illinois 60629	8/11/88 -- 10/7/88 1134 West 18th Street	400.00
Ainsley Reid-Hart 1424 West 119th Street Chicago, Illinois 60643	2/19/88 -- 7/13/88 1424 West 119th Street	279.78
Larrabee Court II Homeowner's Association c/o L. F. Schatz 1846 North Larrabee Street Chicago, Illinois 60614	9/10/87 -- 1/9/89 1804 -- 1844 North Larrabee Street	400.00
Vicki Quade 710 West Junior Terrace Chicago, Illinois 60613	6/6/88 -- 11/30/88 710 West Junior Terrace	261.60
Manuel Fonseca 3217 West Cortez Street Chicago, Illinois 60651	10/4/88 -- 4/13/89 3217 West Cortez Street	224.04

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS FOR
VEHICULAR DAMAGE, PROPERTY DAMAGE, PERSONAL
INJURY, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on August 28, 1986 and subsequent dates, sundry claims as follows:

Allstate Insurance Company and Miles D. Smith
Cl. 1230371088

Frederick Frank

Safeco Insurance Company and Douglas Meyer
Cl. D00572441

The Peoples Gas Light and Coke Company
File 89-0-29

The Peoples Gas Light and Coke Company
File 89-0-44

American Ambassador Casualty Company and Tammy S. Tiemann
Cl. 1016926

Lewis P. Peters

Allstate Insurance Company and Jacqueline Crowder
Cl. 2520973468

Jason Branch

John Frank

Ernesto Salazar, Jr.

Dave and Gayle Finn

Pamela Curry

Dorothy Freeman

Philip V. Peterson

Ines Madrigal

Leon Thompson

Kitty B. Weese

The Peoples Gas Light and Coke Company
File 89-0-158

Lincoln H. Johns

James Thompson

United Services Automobile Association and Florence Trawick
Cl. 6-518-59-7830

Mae H. Jackson

State Farm Insurance Company and Ronald and Penelope Opasinski
Cl. 13-2487-586

Irene Tynes

Polly Walsh

Ernest Brown

The Peoples Gas Light and Coke Company
File 89-0-184

Christopher Ihejirika

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

COMMITTEE ON COMMITTEES,
RULES AND ETHICS.

Re-Referred -- SALE, TRANSFER AND CONVEYANCE OF
FRANCHISE AREAS TWO AND THREE FROM
GROUP W CABLE TO PRIME CABLE
OF CHICAGO, INCORPORATED.

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

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, March 14, 1990 to consider two proposed resolutions to authorize transfer of the franchise for cable television for areas two and three to an affiliate of Prime Cable of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed resolutions to the Committee on Finance.

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 resolutions were *Re-Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Re-Referred -- REQUEST FOR AMENDMENT OF MUNICIPAL CODE
CHAPTER 198.7B (CHICAGO FAIR HOUSING ORDINANCE)
TO QUALIFY CHICAGO FOR FEDERAL FAIR HOUSING
ASSISTANCE PROGRAM GRANTS.

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

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, March 14, 1990 to consider a resolution regarding the Fair Housing Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed resolution to the Committee on 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Re-Referred -- CITY OF CHICAGO DIRECTED TO CEASE BUSINESS
ASSOCIATIONS WITH FIRMS OR INDIVIDUALS BASED
IN REPUBLIC OF SOUTH AFRICA.

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

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, March 14, 1990 to consider an ordinance disallowing city government business dealings with South Africa, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed ordinance to the Committee on Intergovernmental Relations.

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 ordinance was *Re-Referred to the Committee on Intergovernmental Relations* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26
BY ADDING NEW SECTION 26-13.2 REQUIRING
CITY COUNCIL REVIEW OF CONTRACTS
IN EXCESS OF TWENTY-FIVE
THOUSAND DOLLARS.

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

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, March 14, 1990 to consider a Municipal Code amendment requiring that contracts in excess of Twenty-five Thousand Dollars (\$25,000) be presented to the City Council for review, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed ordinance to the Committee on Finance.

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 ordinance was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Re-Referred -- ESTABLISHMENT OF HEALTH INSURANCE
PREMIUM FUND FOR RETIRED CITY OF
CHICAGO EMPLOYEES.

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

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, March 14, 1990 to consider an ordinance to establish a health insurance premium fund for City of Chicago employees, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed ordinance to the Committee on Finance.

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 ordinance was *Re-Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Re-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.

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

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Wednesday, March 14, 1990 to consider a Municipal Code amendment for mandatory drug testing for Police and Fire personnel, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the said proposed ordinance to the Committee on Police, Fire and Municipal Institutions.

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 ordinance was *Re-Referred to the Committee on Police, Fire and Municipal Institutions* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

PROPERTY LOCATED AT 1930 WEST 17TH STREET APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman Juan Soliz (25th) authorizing Class 6(b) tax incentives for the property located at 1930 West 17th Street, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in by all the members of the committee present 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, 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 an enterprise zone and is used for 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, Frank M. Ward is the owner of the property commonly known as 1930 West 17th Street, Chicago, Illinois (hereafter referred to as the "subject property"), and is engaged in new construction on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The permanent index number for the subject property is: 17-19- 400-002-0000; and

WHEREAS, The subject property will be used for industrial purposes (the recycling and processing of waste paper for reuse as corrugated cardboard) and is located in Chicago Enterprise Zone I; and

WHEREAS, Frank M. Ward 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 the future 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:

SECTION 1. 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

SECTION 2. The City of Chicago hereby approves the classification of the subject property as Class 6(b), and the Class 6(b) tax incentives shall apply to this property identified as Permanent Real Estate Index Number 17-19-400-002- 0000; and

SECTION 3. The City 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 2401 SOUTH LAFLIN STREET APPROVED
FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman Juan Soliz (25th) authorizing Class 6(b) tax incentives for the property located at 2401 South Laflin Street, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in by all the 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, 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 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, Frank M. Ward is the owner of the property commonly known as 2401 South Laflin Street, Chicago, Illinois (hereinafter referred to as the "subject property"), and is engaged in new construction on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The permanent index numbers for the subject property are: 17-29-101-012-0000, 17-29-101-013-0000, 17-29-101-014-0000 and 17-29-101-015-0000; and

WHEREAS, The subject property will be used for industrial purposes (the recycling and processing of waste paper for reuse as corrugated cardboard) and is located in Chicago Enterprise Zone I; and

WHEREAS, Frank M. Ward 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 the future use of the subject property will generate 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:

SECTION 1. 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

SECTION 2. The City of Chicago hereby approves the classification of the subject property as Class 6(b), and the Class 6(b) tax incentives shall apply to this property identified as Permanent Real Estate Index Numbers 17-29-101-012-0000, 17-29-101-013-0000, 17-29-101-014-0000 and 17-29-101-015-0000; 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 on its passage and approval or as otherwise provided by law.

COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.

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:

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 four ordinances granting the authority to advertise for sale city-owned property at the following locations:

1649 North Campbell Avenue;

1915 North Campbell Avenue;

1308 -- 1310 North Claremont Avenue; and

1661 North Oakley Avenue,

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

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

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

1649 North Campbell 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 44 in G. W. & T. J. Higgin's Subdivision of the west half of Block 8 in the east half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1649 North Campbell Avenue, Permanent Tax No. 13-36-43-004)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1915 North Campbell 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 5 in J. A. Johnson and A. Anderson's Resubdivision of Lot 25 and the west half of Lot 26 in Block 1 in Johnston's Subdivision of the east half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1915 North Campbell Avenue, Permanent Tax No. 13-36-408-005)

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.

1308 -- 1310 North Claremont 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 21 and 22 in Watson's Subdivision of Block 12 in Watson Tower and Davis Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly

known as 1308 -- 1310 North Claremont Avenue, Permanent Tax Nos. 17-06-114-046 and 045)

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.

1661 North Oakley 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 18 in Block 2 in Monroe's Subdivision of the north 3.5 chains of the east 14.28 chains of the west 16.28 chains of the south half of the southwest quarter 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 1661 North Oakley Avenue, Permanent Tax No. 14-31-328-011)

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.

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTIES AND AUTHORITY GRANTED
TO RE-ADVERTISE SAID PROPERTIES
FOR SALE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the rejection of bids at the following locations:

968 West Cullerton Street;

1300 North Leavitt Street/2210 -- 2212 West Potomac Avenue;

2329 -- 2331 West Moffat Street;

1307 North Oakley Avenue;

1817 North Talman Avenue;

2639 West Thomas Street; and

1100 North Wood Street,

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

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

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

968 West Cullerton Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Raul R. and Isabel R. Esparza, Jr., as joint tenants, 5724 South Parkside Avenue, Chicago, Illinois 60638, to purchase for the sum of \$6,000.00, the city-owned vacant property previously advertised pursuant to Council authority passed June 14, 1989, pages 1906 -- 1907.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned 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 29 in Block 13 in Walsh and McMullen's Subdivision of the southeast quarter (except the north quarter) of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 968 West Cullerton Street, Permanent Tax No. 17-20-423-029)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1300 North Leavitt Street/2210 -- 2212 West Potomac Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Ralph Martinez, c/o Ambar Construction Company, 3335 West Fullerton Avenue, Chicago, Illinois 60647, to purchase for the sum of \$11,100.00, the city-owned vacant property previously advertised pursuant to Council authority passed April 27, 1988, page 12680.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel shall be returned.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 24 in Warner's Subdivision of Block 9 in Watson, Tower & Davis' Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1300 North Leavitt Street/2210 -- 2212 West Potomac Avenue, Permanent Tax No. 17-06-117-047)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

2329 -- 2331 West Moffat Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Barry W. Koller, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$26,210.00, the city-owned vacant property previously advertised pursuant to Council authority passed July 13, 1988, pages 15186 -- 15187.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and all other bids pertaining to this parcel, five (5) total.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned 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 5 and 6 in Block 14 in Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2329 -- 2331 West Moffat Street, Permanent Tax Nos. 14-31-310-013 and 014)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

All bids are to be rejected, five (5), including this one, and monies are to be returned to the bidders.

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

1307 North Oakley Boulevard.

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

SECTION 1. The City of Chicago hereby rejects the bid of Richard Pietrzyk, 1433 North Oakley Boulevard, Chicago, Illinois 60622, to purchase for the sum of \$9,750.00, the city-owned vacant property previously advertised pursuant to Council authority passed February 10, 1988, page 10428.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which

is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 27 in Hubbard's Subdivision in Block 10 in Watson, Towers & Davis' Subdivision 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 1307 North Oakley Boulevard, Permanent Tax No. 17-06-116-021)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1817 North Talman Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of George Gutierrez and Lynn Oliver-Gutierrez, 2125 North Winchester Avenue, Chicago, Illinois 60614, to purchase for the sum of \$5,677.00, the city-owned vacant property previously advertised pursuant to Council authority passed May 5, 1985, page 16199.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder and any and all other bids pertaining to this parcel shall be returned.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south 25 feet of the north 75 feet of the west 125 feet of that part of Lot 4 lying east of the west 33 feet in Block 4 in Bordens Subdivision of the west half of the southeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1817 North Talman Avenue, Permanent Tax No. 13-36-412-024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

2639 West Thomas Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of George Gutierrez and Lynn Oliver-Gutierrez, 2125 North Winchester Avenue, Chicago, Illinois 60614, to purchase for the sum of \$3,551.00, the city-owned vacant property previously advertised pursuant to Council authority passed June 22, 1988, page 14571.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder, and all other bids pertaining to this parcel, two (2) total.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned 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 13, in Block 4 in Watriss' Subdivision of the south half of the northwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, (except the east 115 feet thereof) in Cook County, Illinois (commonly known as 2639 West Thomas Street, Permanent Tax No. 16-01-409-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

All bids are to be rejected, two (2), including this one, and monies are to be returned to the bidders.

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

1100 North Wood Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614, to purchase for the sum of \$21,000.00, the city-owned vacant property previously advertised pursuant to Council authority passed December 30, 1987, page 9422.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder, any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned 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 the south 18 feet of Lot 10 and all of Lots 11 and 12 all taken as one tract lying south of a line running from a point on the east line of tract, 25.14 feet north of the southeast corner thereof to a point on the west line of tract, 27.14 feet north of the southwest corner thereof all in Hastings Resubdivision of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 25 and 26 in Helkamp's Subdivision of the southeast quarter of Block 1 in Cochrons and Others Subdivision of the west half of the southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1100 North Wood Street, Permanent Tax No. 17-06-404-023)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

APPROVAL OF REPURCHASE OF PROPERTY LOCATED AT
7105 SOUTH WENTWORTH AVENUE (PARCEL PK-2)
IN SOUTHEAST ENGLEWOOD URBAN RENEWAL
AREA FROM CHICAGO PARK DISTRICT.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 21, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration an ordinance, at the request of the Commissioner of Housing with a signed communication from the Mayor, approving the repurchase from the Chicago Park District of land in the Southeast Englewood Urban Renewal Area located at 7105 South Wentworth Avenue. This repurchase will make a site available for construction of a 40-unit housing development for the handicapped. The committee recommends that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal by resolution adopted on August 18, 1970, and the City Council of the City of Chicago by ordinance adopted on September 16, 1970, approved the sale of Parcel PK-2 in the Southeast Englewood Urban Renewal Area to the Chicago Park District; and

WHEREAS, Parcel PK-2 was conveyed to the Chicago Park District on June 30, 1971, and was developed as a public park and recreational facility known as the Locust Playlot; and

WHEREAS, Parcel PK-2 is located at 7105 South Wentworth Avenue, containing 18,749.8 square feet, and is further identified by a plat of survey on file at the office of the Department of Housing; and

WHEREAS, The owner of property located adjacent to Parcel PK-2 has requested the assistance of the City in order to assemble a site for a Section 202, 40-unit development of housing for the handicapped; and

WHEREAS, The Department of Housing and the Chicago Park District have considered this request and desire to facilitate the proposed subsidized housing development; and

WHEREAS, The Chicago Park District Board of Commissioners on October 10, 1989 approved the conveyance of Parcel PK-2 to the City of Chicago for the fair market value of \$28,000.00, based upon a real estate appraisal; and

WHEREAS, The Department of Urban Renewal, after due consideration of all facts, has authorized the repurchase of Parcel PK-2 in the Southeast Englewood Urban Renewal Area from the Chicago Park District for the fair market value of \$28,000.00, in order to facilitate the development of subsidized housing for the handicapped, as set forth in Resolution No. 89-DUR-38, adopted by the Department of Urban Renewal on November 21, 1989, and has submitted herewith the repurchase proposal to the City Council of the City of Chicago for its approval; and

WHEREAS, The City Council has considered said resolution and said repurchase proposal as provided therein, and it is the sense of the City Council that the proposed repurchase is satisfactory and should be approved; now, therefore,

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

SECTION 1. The Department of Housing is authorized to repurchase on behalf of the City of Chicago Parcel PK-2 from the Chicago Park District in the Southeast Englewood Urban Renewal Area for the fair market value of \$28,000.00 or approximately \$1.50 per square foot, provided said figures may be subject to adjustments based upon the actual survey and determination of the square footage of said parcel.

SECTION 2. That the premises commonly designated at 7105 South Wentworth Avenue, Chicago, Illinois to be repurchased are legally described as:

Lots 9, 10 and 11 in the subdivision of Block 3 in Eggleston's Subdivision of that part east of the C.R.I. and P. R.R. of the north half of the north half of the northeast quarter, Section 28, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

SECTION 3. The Department of Urban Renewal is authorized to accept a deed of conveyance of Parcel PK-2 on behalf of the City of Chicago from the Chicago Park District for a consideration of \$28,000.00.

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

AMENDMENT NUMBER NINE TO SOUTHEAST ENGLEWOOD
URBAN RENEWAL PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 21, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, has had under consideration an ordinance, at the request of the Commissioner of Housing with a signed communication from the Mayor, approving Amendment No. 9 to the Southeast Englewood Urban Renewal Plan. This amendment establishes a new land use category to facilitate development of a 40-unit housing development for the handicapped. The committee recommends that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Southeast Englewood Urban Renewal Plan, as amended, for the Southeast Englewood Urban Renewal Area; and

WHEREAS, The Englewood Conservation Community Council, by a unanimous vote, on November 20, 1989, approved Plan Amendment No. 9 to said Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution No. 89- DUR-37, adopted on November 21, 1989, approved Plan Amendment No. 9 to said Plan, which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, Amendment No. 9 will establish and define a new land use category, "Medium-High Density Residential" use; and will change the land use for the area bounded by West 71st Street, the alley next east of South Wentworth Avenue, West 72nd Street, and South Wentworth Avenue to the new residential use; and

WHEREAS, The City Council has reviewed Amendment No. 9 and it is the consensus of the City Council that said Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. Amendment No. 9 to the Southeast Englewood Urban Renewal Plan, as amended, dated November, 1989, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

Plan Amendment Number 9 attached to this ordinance reads as follows:

*City Of Chicago**Department Of Housing**Southeast Englewood Urban Renewal Plan
Amendment Number 9.*

The Southeast Englewood Urban Renewal Plan dated October, 1961, and approved by the City Council on June 15, 1962, including Amendment No. 1, dated April 12, 1966, and approved by the City Council on July 11, 1966; Amendment No. 2, dated July 26, 1966, and approved by the City Council on September 19, 1966; Amendment No. 3, dated March 6, 1969, and approved by the City Council on March 14, 1969; Amendment No. 4, dated April, 1971, and approved by the City Council on July 21, 1971; Amendment No. 5, dated October, 1974, and approved by the City Council on May 8, 1975; Amendment No. 6, dated September 11, 1979, and approved by the City Council on October 24, 1979; Amendment No. 7, dated May 15, 1984, and approved by the City Council on September 18, 1984; and Amendment No. 8, dated May 17, 1988, and approved by the City Council on July 29, 1988, shall be amended as follows:

Item I.

The text of the Urban Renewal Plan (Section B, Land Use Plan) shall be amended as follows:

1. The category of "High Density Residential", as defined in Plan Amendment No. 4, shall be eliminated.
2. A new land use category, "Medium-High Density Residential", shall be added, to be defined as follows:

Permitted uses shall be single-family and/or multi-family attached or detached dwelling units and related residential uses. Minimum lot area shall be not less than 650 square feet of lot area for each dwelling unit.

Maximum F.A.R. shall be 1.8. Minimum number of off- street parking spaces shall be one parking space for every residential unit, except that, for elderly and/or handicapped developments, the requirement shall be reduced to one parking space for every five dwelling units.

Item II.

The proposed land use for Parcel MR-76 (formerly known as Parcel PK-2), comprising 18,749.8 square feet, shall be changed from Park and Public Facilities to Medium-High Density Residential. The proposed land use for Parcels PK-4 and LR-23 shall be changed from Medium Density Residential to Medium-High Density Residential.

The boundaries for the new Medium-High Density Residential area shall be as follows: West 71st Street on the north, the alley next east of South Wentworth Avenue on the east, West 72nd Street on the south, and South Wentworth Avenue on the west.

Item III.

Replace the Land Use Plan Map dated February, 1988, with the Land Use Plan Map dated November, 1989.

[Land Use Plan Map attached to this Amendment Number 9
printed on page 13179 of this Journal.]

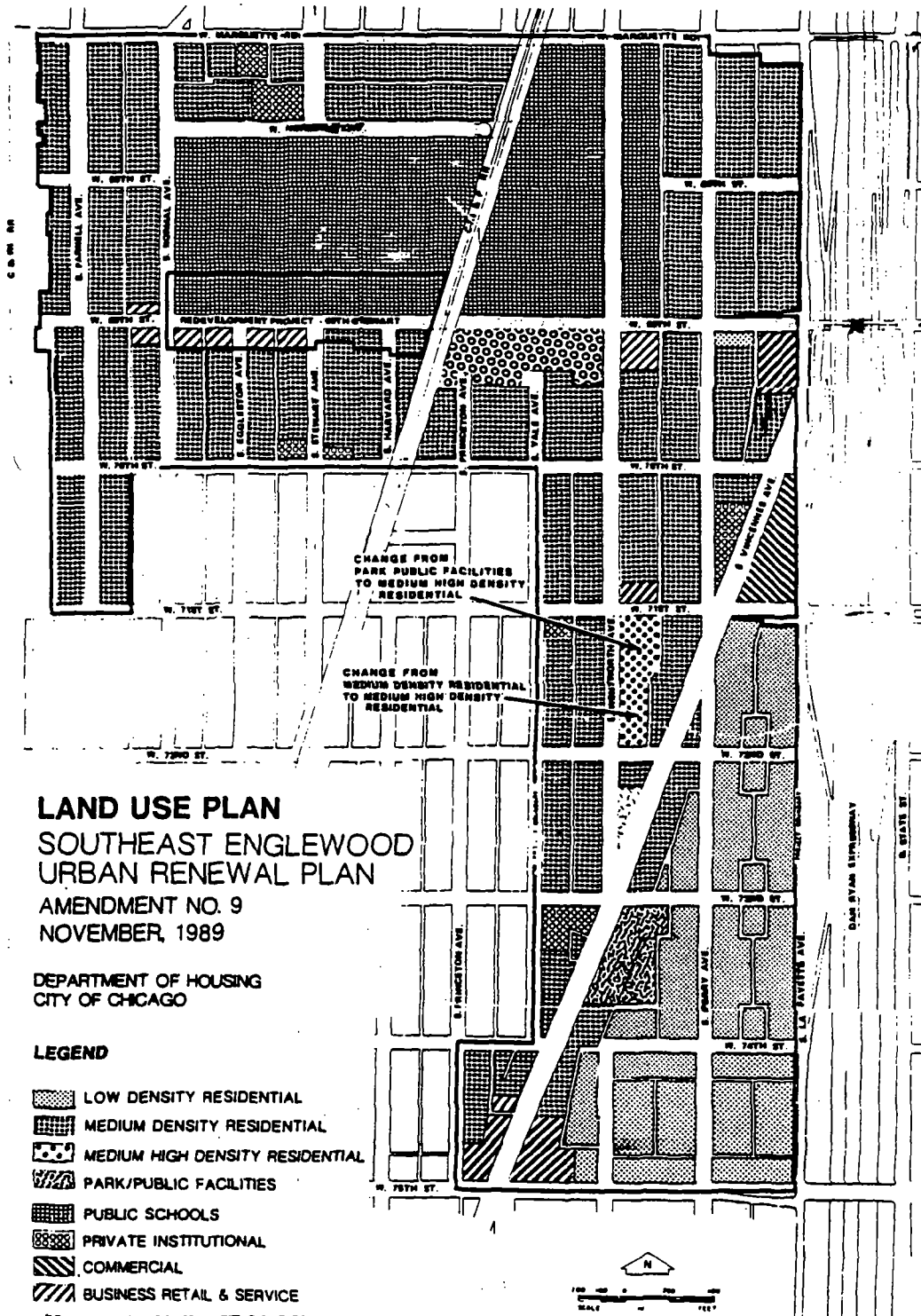
SALE OF CITY-OWNED VACANT PROPERTY LOCATED AT
7105 SOUTH WENTWORTH AVENUE TO ANTIOCH
MISSIONARY BAPTIST CHURCH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 21, 1990.

To the President and Members of the City Council:

(Continued on page 13180)



(Continued from page 13178)

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration an ordinance, at the request of the Commissioner of Housing with a signed communication from the Mayor approving the sale to the Antioch Missionary Baptist Church of land in the Southeast Englewood Urban Renewal Area, located at 7105 South Wentworth Avenue. This sale is for the development of 40 units of housing for the handicapped under the Section 202 Direct Loan Program of the United States Department of Housing and Urban Development. The committee recommends that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for the Southeast Englewood Urban Renewal Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel MR-76 (formerly Parcel PK-2) is located at 7105 South Wentworth Avenue and contains a total area of 18,749.8 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the office of the Department of

Housing, and as set forth in Resolution No. 90-DUR-4, adopted by the Department of Urban Renewal on January 23, 1990, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The purchaser has proposed to redevelop Parcel MR-76 as part of a land assemblage for a 40-unit residential development of housing for the handicapped under Section 202 of the National Housing Act in accordance with the Southeast Englewood Renewal Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of property as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Southeast Englewood Urban Renewal Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Antioch Missionary Baptist Church	MR-76	18,749.8	N/A	\$28,000.00

provided said figures may be subject to adjustments based upon the actual survey and determination of the square footage of said parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest on behalf of the City of Chicago, a redevelopment agreement and a quitclaim deed for the property described in Section 1 above.

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

SALE OF PARCELS R-10 AND R-11 IN CENTRAL WEST
REDEVELOPMENT AREA TO J/A PARTNERSHIP.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 21, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration an ordinance, at the request of the Commissioner of Housing with a signed communication from the Mayor, approving the sale of land in the Central West Redevelopment Area, Parcels R-10 and R-11 located at the northeast and southeast corners of West Jackson Boulevard and South Ashland Avenue, respectively. This sale is for the development of residential units of housing. The committee recommends that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for the Central West Redevelopment Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcels R-10 and R-11 are located at the northeast and southeast corners of West Jackson Boulevard and South Ashland Avenue, respectively, and said parcels contain a total area of 63,973.5 square feet; and

WHEREAS, Parcel R-10 is improved with a vacant, two-story brick structure which is listed on the National Register of Historic Places as part of the West Jackson Boulevard Historic District; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcels of land, as identified by plats of survey on file at the office of the Department of Housing, and as set forth in Resolution No. 90-DUR-2, adopted by the Department of Urban Renewal on January 23, 1990, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The purchaser has proposed to redevelop Parcels R-10 and R-11 with residential new construction and rehabilitation of the existing historic structure in accordance with the Central West Redevelopment Plan, as amended; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcels of property as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of certain parcels of land in the Central West Redevelopment Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
J/A Partnership	R-10/R-11	63,973.5	\$4.05 (approximately)	\$259,000.00 (for land and structure)

provided said figures may be subject to adjustments based upon the actual survey and determination of the square footage of said parcels.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest on behalf of the City of Chicago, a redevelopment agreement and a quitclaim deed for the property described in Section 1 above.

SECTION 3. This ordinance shall take effect immediately upon its passage.

SALE OF CHICAGO BOARD OF EDUCATION VACANT PROPERTY
LOCATED AT 828 -- 848 WEST 14TH PLACE, 1414 -- 1436
SOUTH NEWBERRY AVENUE AND 1413 -- 1437
SOUTH PEORIA STREET TO UNIVERSITY
OF ILLINOIS CHICAGO CAMPUS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance by the Chicago Board of Education for the following: An ordinance authorizing the sale of Chicago Board of Education property located at West 14th Place and South Newberry Avenue to the University of Illinois Chicago Campus, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago is the owner of vacant land located at 828 -- 848 West 14th Place, 1414 -- 1436 South Newberry Avenue and 1413 -- 1437 South Peoria Street, Chicago, Illinois, title to which pursuant to statute is held by the City of Chicago, In Trust For The Use Of Schools; and

WHEREAS, Pursuant to Illinois Revised Statutes, Chapter 122, paragraph 34-21, subsection (b)(1), by a vote of not less than two-thirds of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, The Commercial Development District Commission has approved a resolution declaring the area bounded by Roosevelt Road on the north, 15th Street on the south, Morgan Street on the west and the expressway on the east as institutional, expressly for the purpose of the University's expansion, under the Commercial Development District Commission's Plan; and

WHEREAS, The University of Illinois possesses eminent domain powers pursuant to state statute; and

WHEREAS, The University of Illinois and the Board of Education desire not to litigate the issue of the University's authority to exercise its eminent domain powers with respect to the acquisition of this real estate; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds of its full membership, recommended to the City Council that the agreed upon consideration of \$295,000 from the University of Illinois Chicago Campus be accepted for the sale of this real estate which has been appraised as follows:

Appraisal Associates, Incorporated
Urban Real Estate Research, Incorporated
Terrence O'Brien & Associates
Date: February 1, 1990
Fair Market Value: \$295,000 -- \$5.50 per square foot;

; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the offer of the University of Illinois Chicago Campus to purchase vacant school land described as follows, to wit:

Lot 10, Lots 12 to 26, inclusive, Lots 28 and 30, in Block 19 of Brand's Addition to Chicago in the southeast quarter of the northeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian,

Also

Sublots 1, 2 and 3 of the resubdivision of Lots 27, 29 and 31, in Block 19 of Brand's Addition to Chicago in the southeast quarter of the northeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, and vacated alley, all in Cook County, Illinois,

which land has a frontage of 215.0 feet on West 14th Place, 237.0 feet on South Newberry Avenue and 261.35 feet on South Peoria Street, contains an area of approximately 53,425 square feet/1.23 acres of vacant land that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use Of Schools in and to said school property and to deliver said deed to the Bureau of Real Estate Management of the Board of Education of the City of Chicago.

SECTION 3. That the Bureau of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the purchase price.

SECTION 4. That this ordinance shall be in effect from and after its passage.

ACCEPTANCE OF PROPERTIES FROM UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT AND CONVEYANCE
OF SAME TO QUALIFIED LOTTERY PARTICIPANTS
UNDER DEPARTMENT OF HOUSING
HOMESTEAD PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, March 21, 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, at the request of the Commissioner of Housing with a signed communication from the Mayor, approving the acceptance of properties from the United States Department of Housing and Urban Development, and 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, recommends that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City 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 that there exists within the City an abundance of vacated, abandoned properties owned by the U. S. Department of Housing and Urban Development ("H.U.D."); and

WHEREAS, The City has determined that the continued existence of these properties in their current state is harmful to the health, prosperity and economic stability and general welfare of the City; 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 without monetary consideration, for use in Urban Homestead Programs, to local municipalities; and

WHEREAS, The City and the United States of America heretofore entered into an agreement on July 27, 1979 entitled "The Urban Homesteading Agreement", and such agreement, having been periodically renewed with the most recent renewal having been executed on January 25, 1985, provides for an Urban Homesteading Program in which H.U.D. would convey property located in the City to the City, which in turn would convey said property to "Homesteaders" with certain conditions and obligations to renovate said property; and

WHEREAS, The City, through its Department of Housing ("D.O.H.") in order to facilitate the renovation of the aforementioned H.U.D. conveyed properties, has been allocated Section 312 Loan funds from H.U.D. to be used for the making of low interest loans to qualified Homesteaders, under the Urban Homestead Program (the "Homesteaders"); and

WHEREAS, D.O.H. has reviewed and approved the conveyance of forty-four H.U.D. conveyed properties which are more particularly described in "Exhibit A" attached hereto and made a part hereof and has, in connection therewith, approved certain low interest Section 312 Loans by H.U.D. (the "Loans"); now, therefore,

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

SECTION 1. The City of Chicago accepts the conveyance of those properties listed on Exhibit A from H.U.D. which are specifically identified for use in the Urban Homestead Program. The Commissioner of the Department of Housing is hereby authorized to execute any document necessary to evidence such acceptance subject to the approval of the Corporation Counsel.

SECTION 2. The conveyance of said properties to such responsible Homesteaders listed on Exhibit A who will reside in and rehabilitate said properties in accordance with the building codes of the City within designated periods of time, in accordance with conditions as provided in detail in the Urban Homestead Agreement and in accordance with conditions and requirements specified in Section 810 of the Housing and Community Development Act of 1974 is hereby approved.

SECTION 3. The Mayor or his duly appointed proxy is authorized to execute and the City Clerk shall attest to deeds conveying such properties and other documents which may be necessary to effectuate such conveyance subject to the approval of the Corporation Counsel.

SECTION 4. The Commissioner of the Department of Housing is hereby authorized to process and approve the Loans to the Homesteaders to rehabilitate the conveyed property.

SECTION 5. 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 Urban Homestead and Section 312 Programs with respect to those properties listed in Exhibit A.

SECTION 6. 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".

	Property Address:	Owner:
1.	1513 West 73rd Street	Allen, Pamela French
2.	6622 South Oakley Avenue	Bennett, Ollie
3.	5759 South Aberdeen Street	Bew, George A.
4.	11807 South State Street	Blouin, Michael and Beatrice
5.	7425 South Champlain Avenue	Bluntson, Andrew and Margaret
6.	4515 South Honore Street	Bowers, George and Elzena
7.	227 West 107th Place	Brown, Lanese
8.	6219 South Morgan Street	Bush, John and Gladys
9.	121 West 110th Street	Coleman, Doreen

	Property Address:	Owner:
10.	615 North Laramie Avenue	Davis, Bernadine and Rhodes, Rose
11.	4039 West Potomac Avenue	Dean, Albert and Karen
12.	6933 South Prairie Avenue	Dosunmu, Yakub and Laolat
13.	5002 South Justine Street	Doyle, Rose Z.
14.	5029 West West End Avenue	Ewunike, Okolo
15.	5719 South Damen Avenue	Flynn, Mildred
16.	1156 West 48th Street	Garcia, Jose A. and Maria
17.	4721 South Elizabeth Street	Gilbert, Jimmie
18.	2321 South Trumbull Avenue	Gonzales, Francisco and Carmen
19.	10922 South Wentworth Avenue	Harris, Beverly
20.	424 West 117th Street	Harvey, James and Gwendolyn
21.	16 West 109th Street	Hudson, Rose and Bennie
22.	836 North Lorel Avenue	Ivy, Bernard and Sandra
23.	650 North Spaulding Avenue	Jackson, Roderick J. and Alice
24.	4920 West Gladys Avenue	Jamison, Linda
25.	320 West 110th Street	Jones, Lennel Jr. and Pittman, Clearolie
26.	7347 South Morgan Street	McCollum, Joan
27.	6845 South Claremont Avenue	Martin, George Earl
28.	5517 West Van Buren Street	Miree, Annie
29.	1429 North Campbell Avenue	Molina, Louis

	Property Address:	Owner:
30.	1055 North Lavergne Avenue	Myles, Bobby and Ann L.
31.	1311 West 72nd Place	Nelson, Vernard/ Clark, Rocelyn
32.	17 East 113th Place	Peebles, Don and Cherelle
33.	2723 West Haddon Avenue	Ramos, Jose R. and Mary
34.	4213 West Kamerling Avenue	Rodriguez, Gustavo and Esmeralda
35.	607 West 70th Place	Sample, Ophelia
36.	4821 West Haddon Avenue	Seales, Barbara Ann
37.	11814 South Wallace Street	Singletary, Ronald and Gloria J.
38.	2051 West 52nd Street	Sykora, Bernard
39.	843 West 50th Street	Taylor, Virgie
40.	1322 North Maplewood Avenue	Taylor, Vernell
41.	1122 West 112th Street	Thompson, Janice M. and Demetrius
42.	2753 North Artesian Avenue	Vandivar, Roger and Lochmiller, Linda
43.	310 West 115th Street	Winston, Olwen
44.	736 North Ridgeway Avenue	Woods, Perry

EXECUTION OF LEASE AGREEMENT AT 2245 SOUTH PULASKI
ROAD FOR CHICAGO POLICE DEPARTMENT, BEAT
REPRESENTATIVE PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 2245 South Pulaski Road for the Chicago Police Department, Beat Representative Program (Lease Number 12041), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Paul Butera and Joseph Butera, as beneficiaries under Chicago Title and Trust Company, Trust No. 51843, dated March 11, 1968, as Lessor's, for approximately 808 square feet of ground floor office space located at 2245 South Pulaski Road for use by the Department of Police, Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 13196 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, 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 rent for said premises during the continuance of this lease at the rate of:

Six Hundred Six and no/100 Dollars (\$606.00) per month for the period beginning on the 1st day of March, 1990, or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the first day of a month) and ending on the 28th day of February, 1991;

Six Hundred Thirty-six and 36/100 Dollars (\$636.36) per month for the period beginning on the 1st day of March, 1991 and ending on the 28th day of February, 1991;

Six Hundred Seventy-seven and 98/100 Dollars (\$677.98) per month for the period beginning on the 1st day of March, 1992 and ending on the 28th day of February, 1993;

Seven Hundred One and 61/100 Dollars (\$701.61) per month for the period beginning on the 1st day of March, 1993 and ending on the 28th day of February, 1994;

Seven Hundred Thirty-six and 63/100 Dollars (\$736.63) per month for the period beginning on the 1st day of March, 1994 and ending on the 28th day of February, 1995.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Mr. Paul Butera, Butera Finer Foods, 4635 North Elston Avenue, Chicago, Illinois 60630.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs after execution and before lease commencement:

Construct remodeled office space which shall include the following:

Drop ceiling with flourescent strip lighting.

Bathroom that is handicapped accessible.

Six duplex electrical outlets.

New rooftop, central heating and air conditioning units.

Building standard tile floor.

Walls painted beige.

Provide and pay for heat, maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amounts of \$1,000,000 combined single limit, with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for prompt removal of snow and ice from sidewalk and parking lot which immediately abut the demised premises.

Lessee under this lease shall:

Pay for electricity as metered for outlets and air conditioning only.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind. Replace any broken plate glass on said demised premises during term of lease not caused by negligence of Lessor.

Have access to adjacent parking lot for parking of vehicles.

Additional clauses to be included in lease:

In the event of substantial breach of any other covenants, terms and conditions contained herein to be performed by the Lessor, and the breach continues ten (10) days after Lessee has notified the Lessor by written notice of such breach unless in the case of such breach which cannot be rendered within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such breach, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

LEASE--Short Form Lease No. 12041 Form C. O. No. 18 City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Paul Butera and Joseph Butera as beneficiaries under Chicago Title and Trust Company, Trust No. 51843 dated March 11, 1968, as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 808 square feet of ground floor office space located at 2245 South Pulaski Road for use by the Department of Police Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March of date of occupation whichever is later A. D. 1990, and ending on the 28th day of February A. D. 1995. Lessee has the right to terminate this lease upon thirty (30) days prior written notice twenty-four (24) months from occupation of space.

Any notice from Lessee to Lessor under or in regard to this lease shall be served by mailing a copy thereof to the Lessor at 4635 Finer Foods, Attn: Paul Butera, Chicago, IL 60630 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider Attachere 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 Lessors.

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 Responsibility 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's 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's, excepted.

Lessor's 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's 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's shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel. Asset Manager Real Estate Agent.

Paul Butera, as beneficiaries under Chicago Title and Trust Company, Trust No. 51843 dated March 11, 1968.

Joseph Butera, as beneficiaries

Superintendent of Police

Commissioner of General Services

AMENDMENT NUMBER TWENTY-THREE TO HYDE PARK-KENWOOD
CONSERVATION PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, February 21, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, has had under consideration an ordinance, at the request of the Commissioner of Housing with a signed communication from the Mayor, approving Amendment No. 23 to the Hyde Park-Kenwood Conservation Plan. The purpose of the Plan amendment is to change an existing land use for the development of property located at the northwest corner of 54th Place and Ellis Avenue. The committee recommends that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Hyde Park-Kenwood Conservation Community Council, the Department of Urban Renewal, and the City Council heretofore approved the Hyde Park-Kenwood Conservation Plan, as amended; and

WHEREAS, The Hyde Park-Kenwood Conservation Community Council, on January 17, 1990, approved Plan Amendment No. 23 to said Plan; and

WHEREAS, The Department of Urban Renewal Board; by Resolution No. 90-DUR-3 adopted on January 23, 1990, approved Plan Amendment No. 23 to said Plan, which amendment is attached hereto and incorporated in this ordinance; and

WHEREAS, Amendment No. 23 provides for a change in land use for Parcel I-7, at the northwest corner of 54th Place and Ellis Avenue, from "Residential- Low Density, reserved for Local Institutions" to "Residential-Low Density"; and

WHEREAS, The City Council has reviewed Amendment No. 23, and it is the consensus of the City Council that the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 23 to the Hyde Park-Kenwood Conservation Plan, as amended, for the Hyde Park-Kenwood Conservation Area, dated January, 1990, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

Plan Amendment No. 23 attached to this ordinance reads as follows:

City Of Chicago

Department Of Housing.

Hyde Park-Kenwood Conservation Plan

Amendment No. 23.

The Hyde Park-Kenwood Conservation Plan, as approved by the City Council on November 7, 1958, and as amended by the following:

Number	Approval Data
1 and 2	May 8, 1963
3	June 10, 1964
4	July 8, 1964
5	September 19, 1966
6	June 23, 1969
7	June 10, 1970
8	February 9, 1972
9	August 30, 1972
10	September 28, 1977
11	September 28, 1977
12	June 29, 1979
13	March 31, 1981
14	November 12, 1982
15	March 7, 1984
16	June 14, 1984
17	July 9, 1985
18	August 28, 1986
19	October 27, 1986
20	January 13, 1988
22	February 16, 1989

shall be amended as follows:

Item 1

Replace the Land Use Plan Map dated December, 1988 with the Land Use Plan Map dated January, 1990. This Land Use Plan Map reflects the following change:

- A. The use for Parcel I-7 shall be changed from "Residential-Low Density, reserved for Local Institutions" to "Residential-Low Density".

[Maps attached to this Amendment Number 23 printed
on pages 13201 through 13202
of this Journal.]

EXECUTION OF LICENSE AGREEMENT WITH CHICAGO AND
NORTHWESTERN TRANSPORTATION COMPANY FOR
CONSTRUCTION AND MAINTENANCE
OF WATER MAIN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

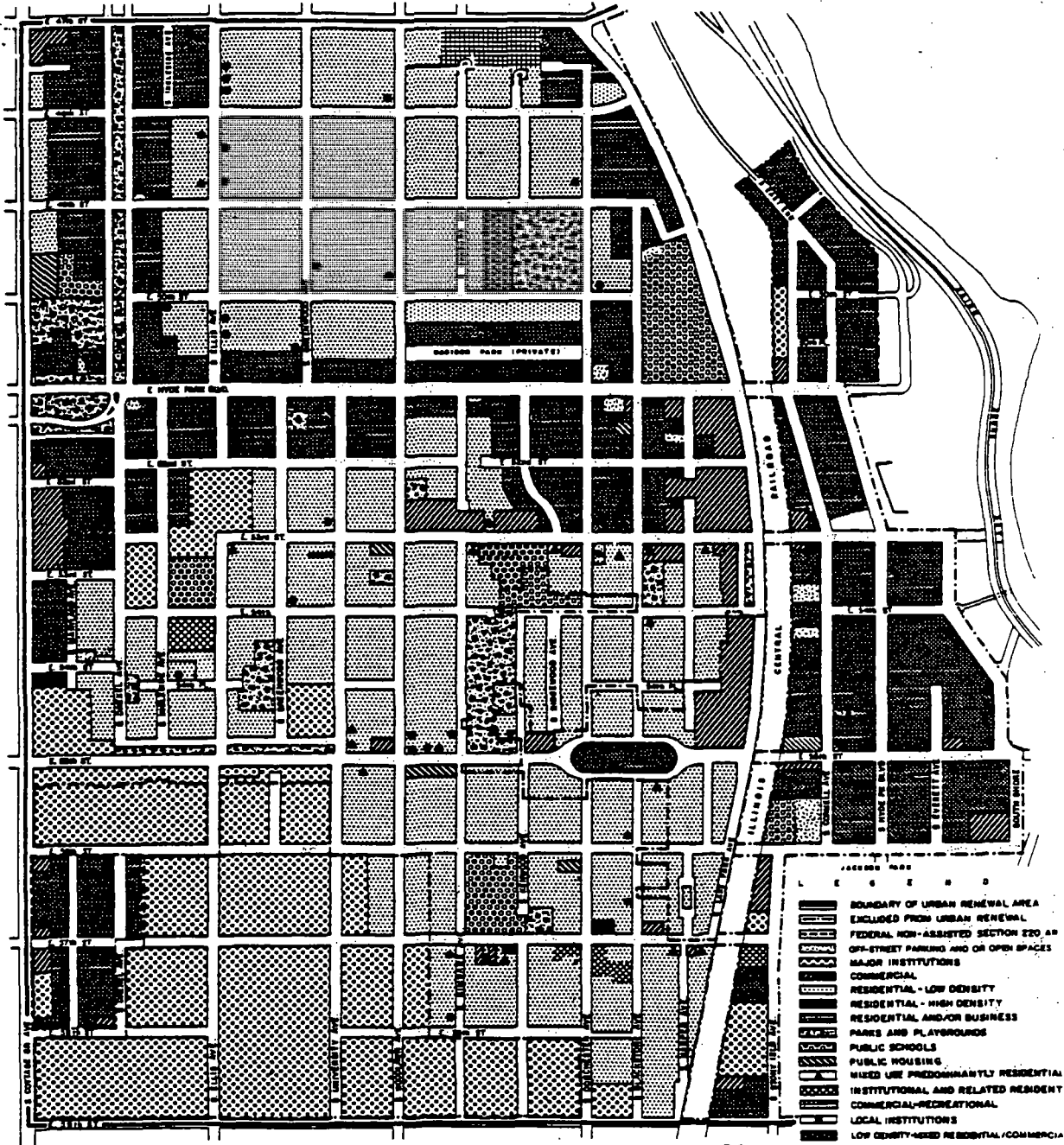
CHICAGO, February 21, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration an ordinance, at the request of the Commissioner of Water with a signed communication from the Mayor, authorizing the City to enter into a License Agreement with the Chicago and Northwestern Transportation Company which grants the City rights to construct and maintain a 60-inch water main on the Chicago and Northwestern Transportation Company's property. The committee recommends that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

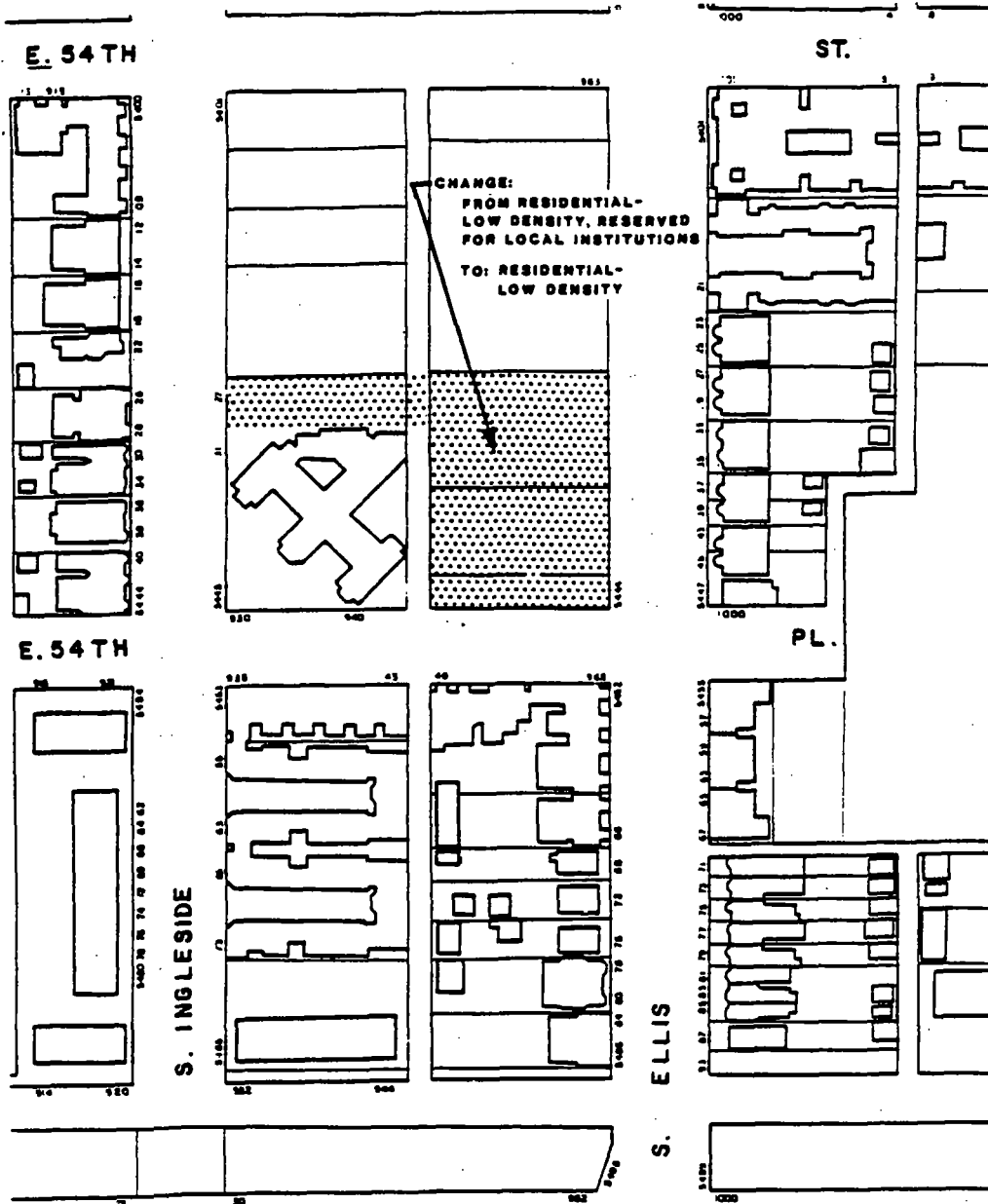
(Continued on page 13203)



**LAND USE PLAN
HYDE PARK - KENWOOD CONSERVATION AREA
AMENDMENT NO. 23
JANUARY, 1990**

DEPARTMENT OF HOUSING
CITY OF CHICAGO

NOTE: THE STREETS, PUBLIC RIGHTS-OF-WAY AND PARALLELS ARE NOT SPECIFIC AS TO LOCATION OR DIMENSIONS



LAND USE PLAN (Partial)

**HYDE PARK - KENWOOD CONSERVATION AREA
 AMENDMENT NO. 23
 JANUARY, 1990**



**PREPARED BY:
 CITY OF CHICAGO DEPARTMENT OF HOUSING**

(Continued from page 13200)

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago and Northwestern Transportation Company ("Company") owns, controls and operates the property and railroad tracks at the intersections of Lavergne Avenue and Avondale Avenue and Laporte Avenue and Wilson Avenue, as set forth in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, The City of Chicago ("City") desires to construct, maintain and use a 60-inch water main ("facility") crossing under the company's tracks and right-of-way at the intersections of Lavergne Avenue, Avondale Avenue, Laporte Avenue and Wilson Avenue ("Property"); and

WHEREAS, The Company desires to grant the City a license to construct, maintain and use a facility upon the property; now, therefore,

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

SECTION 1. That the Mayor or his proxy is authorized to execute on behalf of the City, a license agreement for the right to construct and maintain a 60-inch water main, substantially in the form, attached hereto as Exhibit B, subject to the approval of the Corporation Counsel and the Commissioner of Water.

SECTION 2. That this ordinance shall take effect upon its passage.

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

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

Exhibit "B"

The Chicago and North Western Transportation Company (hereinafter called "Company") hereby licenses the City of Chicago, Illinois, Department of Water (hereinafter called "Licensee") to construct, maintain and use a 60-inch water main (hereinafter called "facility") upon the property and under the tracks of the Company at Chicago (Mayfair), Illinois in the location and position, and in accordance with the specifications shown on map dated April 26, 1989 hereto attached marked (Sub)Exhibit "A" and, by this reference, made a part hereof.

The foregoing license is given upon such express terms and conditions as are inserted below, as well as those contained upon the subsequent printed pages, and should the Licensee at any time violate any of said terms or conditions, or use or attempt to use said facility for any other or different purpose than that above specified, then the Company may, at its option, immediately revoke this license.

The foregoing license is subject to the following conditions:

For the privileges herein permitted the Licensee shall pay to the Company, in advance, a one time, lump sum fee of Two Thousand Seven Hundred Dollars (\$2,700.00).

It is understood and agreed that if the Licensee shall ever discontinue use of said facility for the purpose herein licensed that this license shall terminate forthwith.

This license shall be effective upon final execution by the parties hereto.

First. The work of construction and maintenance shall be done and completed in a good and workmanlike manner at the sole expense of the said Licensee. Said work shall be done in such manner as in no way to interfere with or endanger the use of the property or tracks of the Company, or the operation thereon of any engines, cars or trains. The Chief Engineer of the Company shall have the right to inspect such work from time to time and to require such changes to be made as will in his opinion decrease the hazards incident to said facility; but any such inspection or required changes or any failure to so inspect, or to require changes to be made, shall not effect any of the obligations assumed by the said Licensee hereunder.

Second. The said Licensee shall bear the cost of all protection which the Company may require for its tracks or property during construction and maintenance hereby authorized and of all repairs, changes, additions or betterments to said Company's track or property made necessary on account of same. If in the judgment of the Company it shall be necessary to provide support for its tracks during the work of construction or maintenance the Company will provide such support, and the entire cost thereof will be paid by the said Licensee promptly upon receipt of bill therefor.

Third. The Licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Company because of the construction, existence, operation or use of said facility, or the business conducted in connection with said facility, and the Licensee shall reimburse the Company for any such taxes, license fees or other charge which may be paid by the Company promptly upon the presentation by the Company of bills therefor.

Fourth. The said Licensee will give to the Chief Engineer of the Company at least ten days' notice in writing before entering upon the right-of-way of the Company for construction purposes, or for the purpose of making necessary repairs. The Company reserves the right to judge the necessity of repairs to said facility, and to require the Licensee to make such repairs upon ten days' notice in writing. In such case, said Licensee may enter upon said right-of-way without the ten days' notice above referred to, and shall proceed forthwith to make such repairs, and upon failure to do so within ten days, the Company shall have the right to make said repairs and collect the entire cost thereof from the Licensee. The Company reserves the right, in case in its opinion the safety of its tracks or property demands it, to make emergency repairs without notice to the Licensee and to collect the cost thereof from Licensee as herein provided.

Fifth. Licensee agrees that in the construction, maintenance, and use of the facility, it will comply with all applicable laws, including, but not limited to, any laws, standards, regulations, or permit requirements relating to environmental pollution or contamination or to occupational health and safety; and Licensee agrees to indemnify and hold harmless the Company from any and all claims, demands, lawsuit, or liability for loss, fines, damage, injury and death and all expenses and costs, including attorneys' fees, resulting from or arising out of the construction, maintenance, or use of the facility, including any discharge or emission therefrom or for the violation of any law, standard, regulation, or permit requirement relating to environmental pollution or contamination, or to occupational health and safety.

Sixth. It is understood by the Licensee that said facility is subject to and may increase the dangers and hazards of the operation of the railroad of the Company, and that this license is subject to all risks thereof. Therefore, and as a material consideration to the Company for entering into this license and without which the Company will not enter same, the Licensee agrees to assume and pay for all loss or damage to property whatsoever, and injury to or death of any person, or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with existence, construction, maintenance, repair, renewal, reconstruction, operation, use or removal of said facility, or any defect therein or failure thereof, or the failure of the Licensee or members, officers, agents or employees

of the Licensee to abide by or comply with any of the terms or conditions of this license; and the Licensee forever indemnifies the Company against and agrees to save it harmless from all claims, demands, lawsuits or liability for any such loss, damage, injury and death, costs and expense, even though the operations of the Company's railroad may have caused or contributed hereto. Notice to or knowledge by the Company of any act or omission by the Licensee which is or might be a breach by the Licensee of any of the terms or conditions of this Agreement to be performed by the Licensee, and the acquiescence by the Company in or to such act or omission, shall neither be considered to relieve the Licensee of any obligation assumed by it under this paragraph nor be considered to be a waiver or release by the Company of any rights granted to it under this paragraph.

Seventh. The Company reserves the right to use, occupy and enjoy its tracks, property and right-of-way, for such purpose, in such manner, and at such time as it shall desire, the same as if this instrument had not been executed by it. If any such use shall necessitate any change, repair, renewal, removal or relocation of said facility, or any part thereof, the Licensee shall perform such work at such time as the Company may approve and if the Licensee fails to do so, such work may be performed by the Company at the expense of the Licensee and the said Company shall not be liable to the Licensee on account of any damage growing out of any use which the Company may make of its tracks, property and right-of-way.

In case any of the terms or provisions of this license have been performed or carried out prior to the actual date of execution hereof, it is understood and agreed that this license shall nevertheless be of the same force and effect as though same had been executed by the parties prior to such performance.

Eighth. Upon any revocation of this license, the Licensee shall promptly, and in the manner directed by said Chief Engineer, remove all construction hereby authorized from the premises of the Company and leave said premises in the same condition in which they were before the installation of the same. Upon default of the Licensee so to do, the Company may remove the same and restore its premises, and the Licensee will promptly pay to the Company the cost of so doing.

Ninth. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach, and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full force and effect as to future acts or happenings, notwithstanding any such waiver.

Tenth. This license is personal to said Licensee and is not assignable or transferable, without the written consent of the Company being first obtained.

Eleventh. In consideration of the Company's giving to the Licensee the rights and privileges above specified without any charge therefor, the Licensee, by the acceptance of this license, hereby agrees that it will not levy or assess any special tax or special assessment against Company or against or upon Company's properties for the construction or use of the improvement of which said facility is a part: and, the Licensee hereby forever indemnifies Company against and agrees to save Company

harmless from any and all claims, demands, lawsuits or liability whatsoever for any such special tax or special assessment. If notwithstanding the foregoing provisions any such special tax or special assessment shall be levied or assessed upon or against said Company's properties, the Company shall have the following elections, to wit:

- (a) Company may make such payments as may be necessary to satisfy and discharge any liens for such special tax or special assessment and in case of such payment the Licensee agrees to make repayment on demand with interest at the rate of five percent (5%) per annum from the date of such payment so made by Company.
- (b) Company may file this license agreement for recording in the office of the Recorder of Deeds of the county in which said properties are located and such filing shall constitute a complete discharge and release of any lien against said Company's properties for such special tax or special assessment.
- (c) Company may terminate this license by filing notice of termination with such Recorder of Deeds for recording and forwarding a copy thereof through certified or registered mail, postage prepaid, to Licensee whereupon all rights, privileges and interests herein granted to Licensee shall immediately cease and determine with the right of Company to make immediate re- entry and without any further obligations or any liability on the part of Company in respect to any payments, setoffs, counterclaims, recoupment, crossbills or cross demands.

All rights, remedies and elections of Company shall be cumulative.

Twelfth. Licensee further agrees that there is no benefit to the Company's properties, either for railroad use or for any possible use in the future from the construction of the facility or project of which said facility is a part.

In Witness Whereof, This instrument is executed this _____ day of _____
19____.

[(Sub)Exhibit "A" attached to this exhibit omitted for printing
purposes but on file and available for public inspection
in the Office of the City Clerk.]

Action Deferred -- EXECUTION OF LEASE AGREEMENT AT
4750 NORTH SHERIDAN ROAD FOR MAYOR'S
OFFICE OF EMPLOYMENT AND
TRAINING.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Shiller and Alderman T. Evans, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 4750 North Sheridan Road for the Mayor's Office of Employment and Training (Lease Number 14095), 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.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from the Institute of Cultural Affairs/Ecumenical Institute, as Lessor, for approximately 1,648 square feet of ground floor office space in Room 102, 500 square feet in Room 103 and 500 square feet in Room 118A (Computer Room) for a total of 2,648 square feet located at 4750 North Sheridan Road for use by the Mayor's Office of Employment and Training, as Lessee, such lease to be approved by the Director, Mayor's Office of Employment and Training and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 13217 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 Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, and the Director of the Mayor's Office of Employment and Training, 510 North Peshtigo Court, Floor 2-A, Chicago, Illinois 60611 or at such other place as the Lessee from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Four Hundred Twenty-seven and 33/100 Dollars (\$2,427.33) per month for the period beginning on the 1st day of April, 1990 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the first day of a month) and ending on the 31st day of March, 1991;

Two Thousand Five Hundred and 15/100 Dollars (\$2,500.15) per month for the period beginning on the 1st day of April, 1991 and ending on the 31st day of March, 1992;

Two Thousand Five Hundred Seventy-five and 19/100 Dollars (\$2,575.19) per month for the period beginning on the 1st day of April, 1992 and ending on the 31st day of March, 1993;

Two Thousand Six Hundred Fifty-two and 41/100 Dollars (\$2,652.41) per month for the period beginning on the 1st day of April, 1993 and ending on the 31st day of March, 1994;

Two Thousand Seven Hundred Thirty-one and 85/100 Dollars (\$2,731.85) per month for the period beginning on the 1st day of April, 1994 and ending on the 31st day of March, 1995.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to the Institute of Cultural Affairs/Ecumenical Institute, 4750 North Sheridan Road, Chicago, Illinois 60640.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following construction and renovations prior to execution of lease to the Lessee's specifications with the Lessor architect developing plans and drawings:

The buildout of the demised premises shall be as specified in blue print (see Exhibit "A").

Room 102

Open an entrance from Sheridan Road as well as an entrance from the building's main hallway.

Remove stage from Room 102.

The doorway from Room 102 to Room 106 will be securely sealed.

Room 118

Install window to view balance of Room 118 and door to common hallway.

Provide and pay for heat for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for hot water; maintain plumbing in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide for central air conditioning unit for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut said demised premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times, public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Make premises handicapped accessible including washroom facilities.

Provide and pay for scavenger service.

Provide and pay for exterminator service when necessary.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for lights and outlets.

Pay for air conditioning by proportion of usage based on hours requested by Lessee and square feet of demised space that is air conditioned. Documentation of hours will be kept by Lessor's Chief Engineer and responsible party assigned by Lessee. (Any dispute in energy billing would be resolved by a third party approved by Lessee and Lessor).

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on the first floor of said premises during term of lease not caused by negligence of Lessor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 Preparation of Leased Premises: The obligations of the Lessor and Lessee to make the lease premises ready for the use and occupancy of Lessee are as follows:

- (A) Lessor shall, subject to the conditions set forth below, proceed with due diligence to prepare the leased premises, at Lessor's sole cost and expense, substantially in accordance with plans, outline and specifications, copies of which have been identified by the parties as Exhibit "A" to this lease. Lessor shall not commence such preparation until it shall have obtained all final administrative approvals and permits if necessary for the issuance of building permits by the appropriate jurisdictions.
- (B) Lessor shall not be held liable or responsible for delays in construction of Lessor's work arising out of or occasioned by strikes, accidents, acts of God, weather conditions, inability to secure labor or materials, fire regulations or other restrictions imposed by any government or any governmental agency, or other delays beyond Lessor's control. However, if necessary permits have been obtained, Lessor shall prepare space within sixty (60) days after execution of lease, or issuance of necessary permits whichever is later.
- (C) Air conditioning units for demised premises shall be in working order by June 15, 1990.

R-2 Assignment and Subletting: It is mutually agreed and understood by and between the parties herein that if Lessee vacates any portion of demised premises a replacement city agency can occupy vacated space for same terms and conditions as specified in said lease. Lessor reserves the right of approval of any change in program activity due to assignment or subletting in reference to any City of Chicago long term live-in shelter.

Lessee shall not allow or permit any transfer of this lease, or any interest hereunder, by operation of law, or convey mortgage, pledge, or encumber this lease or any interest herein.

- R-3 Use of Premises: Lessee shall use and occupy the demised premises for a City of Chicago agency and for no other use or purpose.

In the event of substantial breach of any other covenants, terms and conditions contained herein to be performed by the Lessor, and the breach continues ten (10) days after Lessee has notified the Lessor by written notice of such breach unless in the case of such breach which cannot be rendered within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such breach, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of the lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

- R-4 Lessor has heretofore and may hereafter from time to time execute and deliver mortgages or trust deeds in the nature of a mortgage, both referred to herein as "Mortgages" against the premises, or any interest therein. If requested by the Mortgagee or Trustee under any mortgage, Lessee will either subordinate its interest in this lease to said mortgages and to any and all advances made thereunder and to the interest therein, and to all renewals, replacements, modifications and extensions thereof or make Lessee's interest in this lease inferior thereto; and Lessee will promptly execute and deliver such agreement or agreements as may be reasonable required by such Mortgagee or Trustee under any mortgage, provided, however, that any such subordination shall provide that so long as Lessee is not in default hereunder, its tenancy shall not be disturbed.

It is further agreed that (a) if any mortgage shall be foreclosed (i) the liability of the Mortgagee or Trustee thereunder or Purchaser at such foreclosure sale of the liability of a subsequent owner designated as Lessor under this lease shall exist only so long as such Trustee, Mortgagee, Purchaser or Owner is the owner of the premises and such liability shall not continue or survive after further transfer of ownership, and (ii) upon request of the Mortgagee or Trustee, Lessee will attorn, as Lessee under this lease, to the Purchaser at any foreclosure sale under any mortgage and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of the Lessor, nor

shall this lease be cancelled or surrendered without the prior written consent, in each instance or the Mortgagee or Trustee under any mortgage, except that Lessee may exercise its rights of cancellation as herein provided without notice. It is understood that the Lessee's tenancy shall not be disturbed so long as Lessee is not in default under this lease.

- R-5 **Parking:** Lessor will make available two (2) off-street parking spaces during hours of operation of facility.
- R-6 **Delivery of Possession:** If after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of the commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession or has not substantially completed buildout as specified in Exhibit "A" of the premises on or before ninety (90) days from execution of lease.
- R-7 **Federal Funds:** It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available from the federal government. As a result, if Lessee defaults in the payment of any sums required to be paid under this lease the sole remedy of Lessor shall be for possession of the demised premises.
- R-8 Lessee shall pay rent due on the first day of each calendar month. If rent is more than fifteen (15) days late, Lessee agrees to pay interest at the rate of 2% on the unpaid balance.
- R-9 Lessor reserves the right of its architect's approval of style and type of signage of any type on exterior windows or walls of building. Signage must be flush with building exterior and may be placed only on Lessee's exclusive doorways or an approved building directory. At Lessee's option signage may be illuminated.
- R-10 Lessor retains the right to any and all remedies permitted by law if the Lessee defaults in the payment of rent or performance of other obligations as enumerated in this lease, except for loss of federal funds as specified by Section R-7.
- R-11 In the event the Lessee should fail to perform its obligations for repairs or janitorial services as agreed in this lease after Lessor gives Lessee ten (10) days written notice, the Lessor reserves the right to charge for services

performed and add the cost and expense thereof to the rental herein due under this lease.

- R-12 Lessor and Lessee acknowledge that during the term of the lease between June 1st through September 30th of each year the Mayor's Office of Employment and Training will have exclusive use of Room 118.

[Exhibit "A" attached to this Rider printed on page 13216 of this Journal.]

Action Deferred -- EXECUTION OF LEASE AGREEMENT AT
4750 NORTH SHERIDAN ROAD FOR
DEPARTMENT OF HUMAN
SERVICES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Shiller and Alderman T. Evans, *Deferred* and ordered published:

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 4750 North Sheridan Road for the Department of Human Services (Lease Number 11025), having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

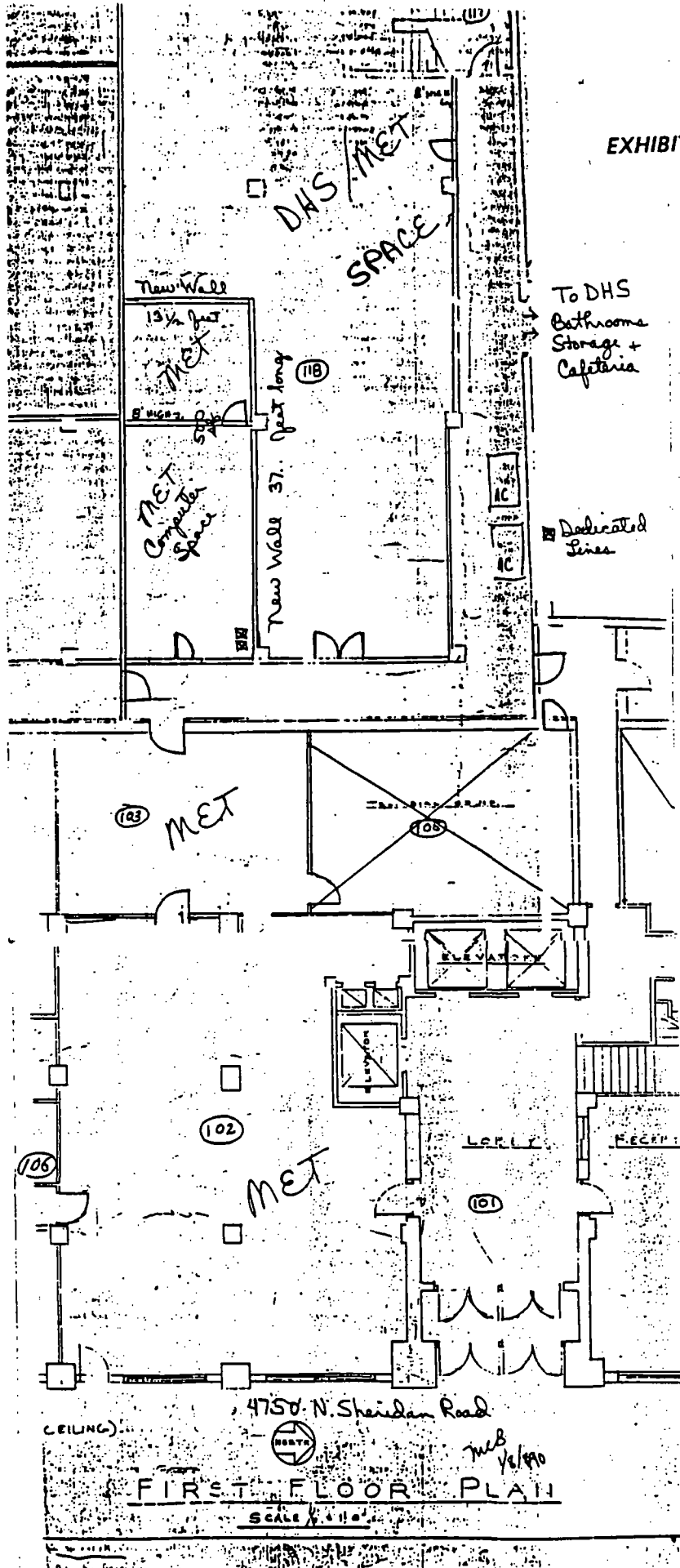
This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

(Continued on page 13218)

EXHIBIT "A".



CEILING

4750 N. Sheridan Road



meb
ye/90

FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

LEASE-Short Form Lease No. 14095

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Institute of Cultural Affairs/Ecumenical Institute

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor 'S do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: for approximately 1,648 square feet of ground floor office space in room 102, 500 square feet in room 103 and 500 square feet in room 118 (computer room) for a total of 2,648 square feet located at 4750 North Sheridan for use by the Mayor's Office of Employment and Training.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April or date of occupation whichever is later. A. D. 1990, and ending on the 31st day of March A. D. 1995. Lessee has the right to terminate this lease upon 120 days prior written notice anytime after thirty-six (36) months from execution of lease.

on the same terms and rental by giving to the Lessor in either case

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 the Institute of Cultural Affairs - Attn: Audrey M. Ayres and Mary Bushman 4750 N. Sheridan Road, Chicago, IL 60640 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.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of _____ Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. 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 'S 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 'S, and upon the termination of this lease shall surrender said premises to the Lessor 'S in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor 'S, excepted.

Lessor 'S 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 'S 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 'S shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel. Asset Manager Real Estate Agent.

The Institute of Cultural Affairs/Ecumenical Institute - by Audrey M. Ayres, Secretary, Board of Director

Director, Mayor's Office of Employment & Training

By _____ Commissioner of General Services

(Continued from page 13215)

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago a lease from the Institute of Cultural Affairs/Ecumenical Institute, as Lessor, for approximately 16,292 square feet of ground floor office space excluding Rooms 102, 103 and 118A and 5,692 square feet of second floor office space for a total of approximately 21,984 square feet of property located at 4750 North Sheridan Road for use by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 13229 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 Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, 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. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Twenty Thousand One Hundred Fifty-two and no/100 Dollars (\$20,152.00) per month for the period beginning on the 1st day of April, 1990 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of March, 1991;

Twenty Thousand Seven Hundred Fifty-six and 66/100 Dollars (\$20,756.66) per month for the period beginning on the 1st day of April, 1991 and ending on the 31st day of March, 1992;

Twenty-one Thousand Three Hundred Seventy-nine and 44/100 Dollars (\$21,379.44) per month for the period beginning on the 1st day of April, 1992 and ending on the 31st day of March, 1993;

Twenty-two Thousand Twenty and 64/100 Dollars (\$22,020.64) per month for the period beginning on the 1st day of April, 1993 and ending on the 31st day of March, 1994;

Twenty-two Thousand Six Hundred Eighty and 16/100 Dollars (\$22,680.16) per month for the period beginning on the 1st day of April, 1994 and ending on the 31st day of March, 1995.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to the Institute of Cultural Affairs/Ecumenical Institute, 4750 North Sheridan Road, Chicago, Illinois 60640.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following construction and renovations prior to execution of lease to the Lessee's specifications with the Lessor architect developing plans and drawings:

The buildout of the demised premises shall be as specified in blueprint (See Exhibit "A"), attached is Lessor's Construction Plan (See Exhibit "B").

Provide and pay for heat for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for hot water; maintain plumbing in good operable condition.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning unit for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and pay for prompt removal of snow and ice from sidewalks and parking lot which immediately abut said demised premises.

Pay real estate taxes and other 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 of Chicago named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Make premises handicapped accessible including washroom facilities.

Provide and pay for scavenger service.

Provide and pay for exterminator service when necessary.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for lights and outlets.

Pay for air conditioning by proportion of usage based on hours requested by Lessee and square feet of demised space that is air conditioned. Documentation of hours will be kept by Lessor's chief engineer and responsible party assigned by Lessee. (Any dispute in energy billing would be resolved by a third party approved by Lessee and Lessor.)

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on the first floor of said premises during term of lease not caused by negligence of Lessor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 Preparation of Leased Premises: The obligations of the Lessor and Lessee to make the leased premises ready for the use and occupancy of Lessee are as follows:

- (A) Lessor shall, subject to the conditions set forth below, proceed with due diligence to prepare the leased premises, at Lessor's sole cost and expense, substantially in accordance with plans, outline and specifications, copies of which have been identified by the parties as Exhibit "A" to this lease. Lessor shall not commence such preparation until it shall have obtained all final administrative approvals and permits if necessary for the issuance of building permits by the appropriate jurisdictions.
- (B) Lessor shall not be held liable or responsible for delays in construction of Lessor's work arising out of or occasioned by strikes, accidents, acts of God, weather conditions, inability to secure labor or materials, fire regulations or other restrictions imposed by any government or any governmental agency, or other delays beyond Lessor's control. However, if necessary permits have been obtained, Lessor shall prepare space within sixty (60) days after execution of lease, or issuance of necessary permits, whichever is later.
- (C) Air conditioning units for demised premises shall be in working order by June 15, 1990.

R-2 Assignment and Subletting: It is mutually agreed and understood by and between the parties herein that if Lessee vacates any portion of demised premises, a replacement city agency can occupy vacated space for same terms and conditions as specified in said lease. Lessor reserves the right of approval of any change in program activity due to assignment or subletting in reference to any City of Chicago long term live-in shelter.

Lessee shall not allow or permit any transfer of this lease, or any interest hereunder, by operation of law, or convey mortgage, pledge, or encumber this lease or any interest herein.

- R-3 Use of Premises: Lessee shall use and occupy the demised premises for a City of Chicago agency and for no other use or purpose.

In the event of substantial breach of any other covenants, terms and conditions contained herein to be performed by the Lessor, and the breach continues ten (10) days after Lessee has notified the Lessor by written notice of such breach unless in the case of such breach which cannot be rendered within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such breach, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor or any right created thereby.

- R-4 Lessor has heretofore and may hereafter from time to time execute and deliver mortgages or trust deeds in the nature of a mortgage, both referred to herein as "Mortgages" against the premises, or any interest therein. If requested by the Mortgagee or Trustee under any mortgage, Lessee will either subordinate its interest in this lease to said mortgages and to any and all advances made thereunder and to the interest therein, and to all renewals, replacements, modifications and extensions thereof or make Lessee's interest in this lease inferior thereto; and Lessee will promptly execute and deliver such agreement or agreements as may be reasonably required by such Mortgagee or Trustee under any mortgage; provided, however, that any such subordination shall provide that so long as Lessee is not in default hereunder, its tenancy shall not be disturbed.

It is further agreed that (a) if any mortgage shall be foreclosed (i) the liability of the Mortgagee or Trustee thereunder or Purchaser at such foreclosure sale of the liability of a subsequent owner designated as Lessor under his lease shall exist only so long as such Trustee, Mortgagee, Purchaser or Owner is the owner of the premises and such liability shall not continue or survive after further transfer of ownership, and (ii) upon request of the Mortgagee or Trustee, Lessee will attorn, as Lessee under this lease, to the Purchaser at any foreclosure sale under any mortgage and Lessee will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this lease may not be modified or amended so as to reduce the rent or shorten the term provided hereunder, or so as to adversely affect in any other respect to any material extent the rights of the Lessor, nor shall this lease be cancelled or surrendered without the prior written consent, in each instance of the Mortgagee or Trustee under any mortgage, except that Lessee may exercise its rights of cancellation as herein provided

without notice. It is understood that the Lessee's tenancy shall not be disturbed so long as Lessee is not in default under this lease.

- R-5 Parking: Lessor will make available three (3) off-street parking spaces during hours of operation of facility.
- R-6 Delivery of Possession: If after utilizing its best efforts, the Lessor shall be unable to give possession of the premises on the date of the commencement of the term because the Lessor has not completed its preparation of the premises, Lessor shall not be subject to any liability for failure to give possession. Under such circumstances the rent reserved and covenanted to be paid herein shall not commence until the premises are available for occupancy, and no such failure to give possession on the date of commencement of the term shall affect the validity of this lease or the obligations of the Lessee hereunder, nor shall the same be construed to extend the term. Notwithstanding the foregoing, Lessee shall have the right to terminate this lease if Lessor is unable to give possession or has not substantially completed buildout as specified in Exhibit "A" of the premises on or before ninety (90) days from execution of lease.
- R-7 Federal Funds: It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part from funds when made available from the federal government. As a result, if Lessee defaults in the payment of any sums required to be paid under this lease the sole remedy of Lessor shall be for possession of the demised premises.
- R-8 Lessee shall pay rent due on the first day of each calendar month. If rent is more than fifteen (15) days late, Lessee agrees to pay interest at the rate of 2% on the unpaid balance.
- R-9 Lessor reserves the right of its architect's approval of style and type of signage of any type on exterior windows or walls of building. Signage must be flush with building exterior and may be placed only on Lessee's exclusive doorways or on approved building directory. At Lessee's option signage may be illuminated.
- R-10 Lessor retains the right to any and all remedies permitted by law if the Lessee defaults in the payment of rent or performance of other obligations as enumerated in this lease, except for loss of federal funds as specified by Section R-7.
- R-11 In the event the Lessee should fail to perform its obligations for repairs or janitorial services as agreed in this lease after Lessor gives Lessee ten (10) days written notice, the Lessor reserves the right to charge for services performed and add the cost and expense thereof to the rental herein due under this lease.

- R-12 Lessor and Lessee acknowledge that during the term of the lease between June 1st through September 30th of each year the Mayor's Office of Employment and Training will have exclusive use of Room 118.
- R-13 Option Space: Lessee will have option of leasing approximately 3,674 additional square feet of ground floor space, four (4) months from the date Lessee first occupied office space leased hereunder. Upon Lessee giving notice to Lessor as specified in this lease, Lessor will have sixty (60) days from receipt of said notice to construct said option space to specifications in Exhibit "A" (Phase II).

Unless otherwise required by Lessee, option space will have same terms and conditions as specified in this lease except rental payment provisions. Additional rental will be prorated on a per diem basis if occupation does not commence on the first (1st) of the month and have the same per square foot rate as specified in this lease.

[Exhibit "A" attached to this Rider printed on pages 13227 through 13228 of this Journal.]

Exhibit "B" attached to this Rider reads as follows:

Exhibit "B".

DHS Buildout

Workplan Summary

November 20, 1989 (revised)

*All work to be done on all parcel/phase units at the same time.

	Phase I First Floor 20,000s + Confirmed Bids	Phase II First Floor 4,000s + Confirmed Bids	Phase III Second Floor 7,500s + Confirmed Bids
Carpenter			
Halls/offices/tile floors	\$76,360	\$18,000	\$34,616
Painting and Plastering	5,900	3,700	4,600

	Phase I First Floor 20,000s + Confirmed Bids	Phase II First Floor 4,000s + Confirmed Bids	Phase III Second Floor 7,500s + Confirmed Bids
Halls/new classrooms walls			
Entrance -- DHS-Sheridan	18,330		
-- Lawrence entrance		4,908	
-- Lawrence DHS passageway		2,262	
Plumber			
Rehab. handicapped access	7,365		5,000
DHS adult restrooms	9,800	12,500	
Additional restrooms *		5,000	8,000
Electrician	11,525	9,600	11,200
Air Conditioning			
DHS increased capacity *	130,000		
Electrical support	19,945		

* Estimated

	Phase I First Floor 20,000s + Confirmed Bids	Phase II First Floor 4,000s + Confirmed Bids	Phase III Second Floor 7,500s + Confirmed Bids
Demolition	<u> </u>	<u>1,000</u>	<u>500</u>
	<u>279,225</u>	<u>57,070</u>	<u>63,916</u>
Contingency	32,390	6,620	7,414
General Contractor	<u>28,423</u>	<u>5,707</u>	<u>6,392</u>
Total:	<u>\$340,038</u>	<u>\$69,397</u>	<u>\$77,722</u>
GRAND TOTAL:	\$487,157		

Notes:

-- Buildout amount to be added to base price of \$9.53 per square foot with a standard 5% increase per year.

-- DHS requested buildout of \$487,157 is \$3.09 per square foot if amortized over a 5 year lease.

COMMITTEE ON STREETS AND ALLEYS.

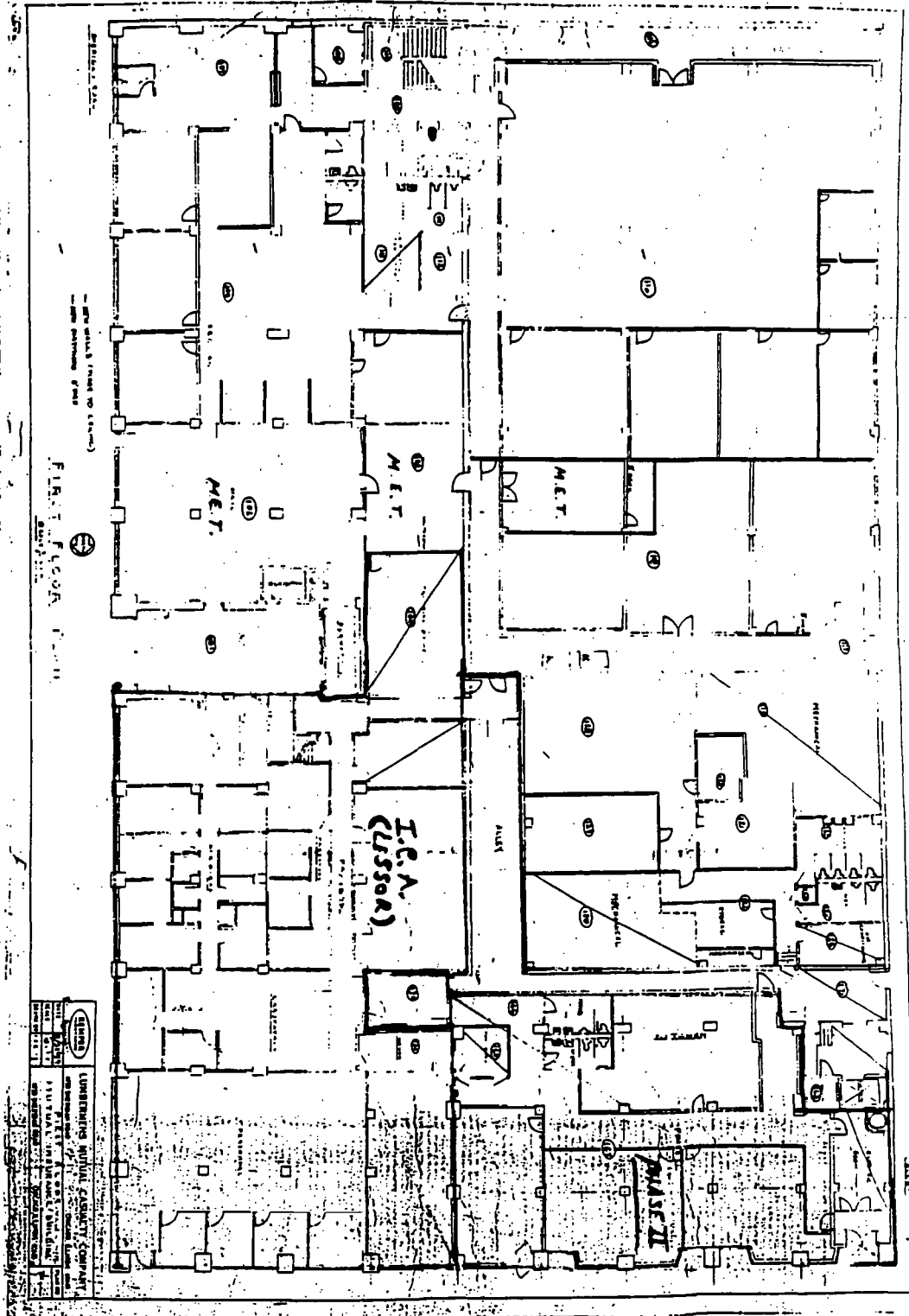
**APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS.**

The Committee on Streets and Alleys submitted the following report:

(Continued on page 13230)

EXHIBIT "A".

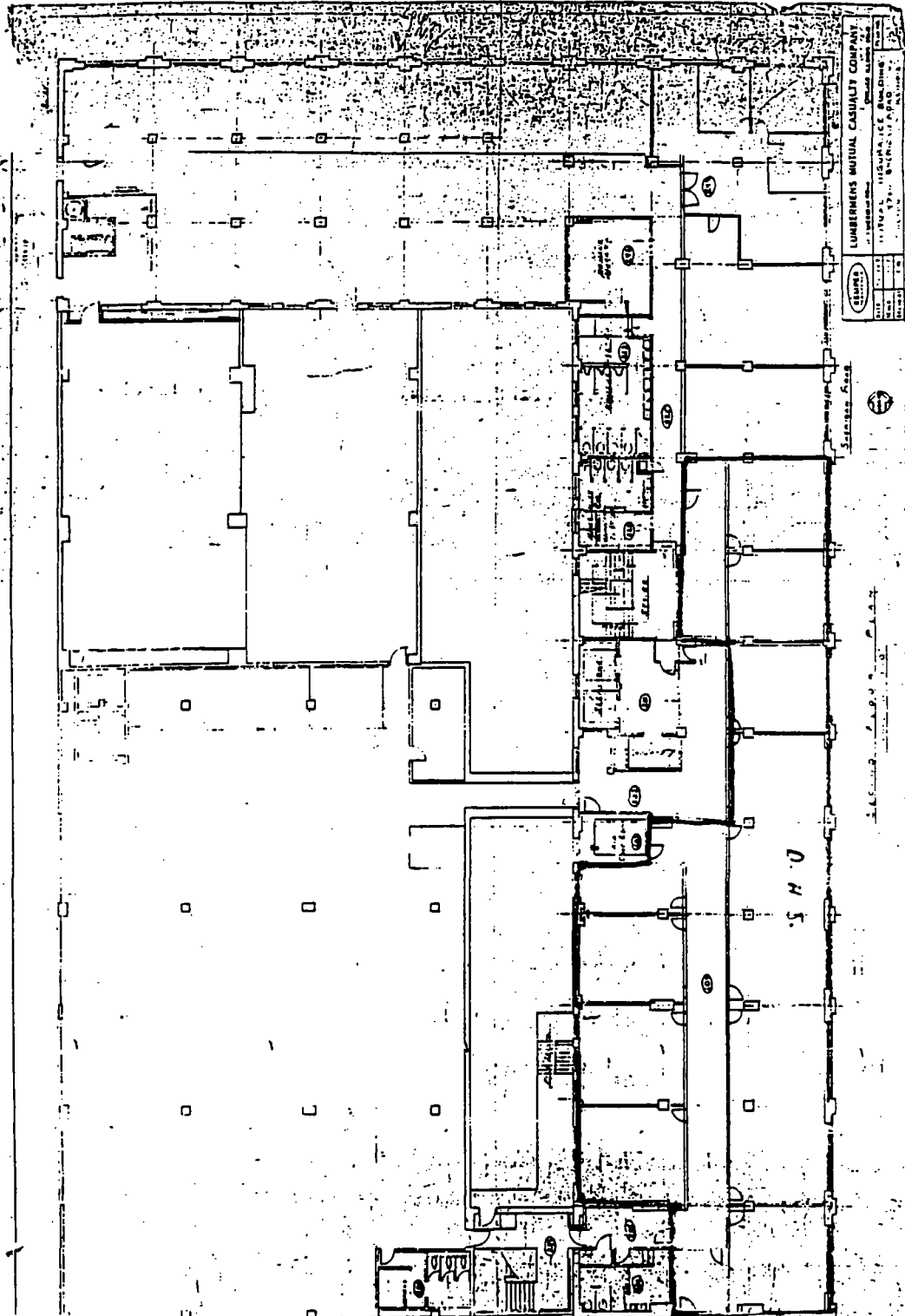
(Page 1 of 2)



FIRST FLOOR

EXHIBIT "A".

(Page 2 of 2)



SECOND FLOOR

LEASE-Short Form Lease No. 11025

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Institute of Cultural Affairs/Ecumenical Institute _____

as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do es hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: for approximately 16,292 square feet of ground floor office space excluding rooms 102, 103 and 118A and 5,692 square feet of second floor office space for a total of approximately 21,984 square feet located at 4750 North Sheridan Road for use by the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of April A. D. 1990, and ending on the 31st day of March A. D. 1995. Lessee has the right to terminate this lease upon 120 days prior written notice anytime after thirty-six (36) months from execution of lease.

on the same terms and rental by giving to the Lessee in either case _____

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 The Institute of Cultural Affairs - Attn: Audrey M. Ayres and Mary Bushman 4750 N. Sheridan Road, Chicago, IL 60640 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.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof Dollars per month payable _____ the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____ Assistant Corporation Counsel Asset Manager _____ Real Estate Agent

The Institute of Cultural Affairs/Ecumenical Institute - by Audrey M. Ayres, Secretary, Board of Director

By _____ Commissioner of General Services

Commissioner of Human Services

(Continued from page 13226)

CHICAGO, March 14, 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* twenty-two proposed ordinances transmitted herewith (referred on November 15, 29, December 6 and 13, 1989) for grants of privilege in public ways.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Acme Steel Company.

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

SECTION 1. Permission and authority hereby are given and granted to Acme Steel Company, upon the terms and subject to the conditions of this ordinance, to excavate for, install, maintain, operate, use, remove, replace, and repair a private pipe line for the transmission of gaseous oxygen consisting of a steel pipe eight (8) inches in diameter and

encased in a steel pipe sleeve twelve (12) inches in diameter at all crossings. Said pipe shall run under, along and across the following public streets and highways as follows:

beginning at a point approximately one thousand eight hundred ninety (1,890) feet westerly of the west line of South Indiana Avenue and approximately four (4) feet southerly of the south line of West 127th Street, at the eastern boundary line of the premises of said grantee; thence through, across and along the properties of the Metropolitan Sanitary District of Chicago and the Commonwealth Edison Company; thence under and across South Indiana Avenue at a point approximately one thousand three hundred (1,300) feet northerly of the center line of East 130th Street; thence easterly through and across the properties of the Illinois Central Railroad, continuing easterly along and within the northerly boundary line of East 130th Street and under the crossings where the Chicago and Western Indiana Railroad, St. Lawrence Avenue and Corliss Avenue cross over East 130th Street; thence southerly under and across East 130th Street at a point approximately four hundred fifty (450) feet; thence continuing easterly along and within the boundary lines of East 130th Street and under the crossing where South Ellis Avenue crosses East 130th Street, continuing easterly under and across properties of the Penn Central Railroad and along the Chicago South Shore and South Bend Railroad right-of-way to a point where the said Chicago South Shore and South Bend Railroad bridge crosses the extended portion of the Calumet Expressway; again proceeding easterly under and across said Calumet Expressway along the southern portion of the said Chicago South Shore and South Bend Railroad right-of-way, continuing over and across the Chicago South Shore and South Bend Railroad bridge over the southern branch of the Calumet River approximately four hundred twenty (420) feet from the southerly line of East 130th Street along the said Chicago South Shore and South Bend Railroad right-of-way approximately three thousand five hundred (3,500) feet east of said bridge; thence through and across the properties of the Norfolk and Western Railroad; thence under and across South Torrence Avenue at a point approximately four hundred fifty-nine (459) feet southerly of the center line of East 130th Street, said center line also being the S. line Sect. 25-37-14E; thence northerly through and across the properties of the Chicago and Western Indiana Railroad; thence easterly along the southern portion of East 130th Street right-of-way and under the crossing where South Saginaw Avenue crosses over East 130th Street; thence northerly under and across East 130th Street; thence continuing easterly along the northern portion of East 130th Street right-of-way and under the crossings where South Marquette Avenue, South Manistee Avenue, South Muskegon Avenue, South Escanaba Avenue, South Exchange Avenue, South Commercial Avenue, South Carondelet Avenue, South Houston Avenue, South Baltimore Avenue and South Brandon Avenue cross over East 130th Street; thence continuing easterly along and within the southern boundary line of the Penn Central Railroad right-of-way; thence northerly along and within the eastern boundary line of the Penn Central Railroad right-of-way, under and across Squaw Creek approximately two-thousand seventy-five (2,075) feet north of center line of East 130th Street, continuing northerly along and within the eastern boundary line of the Penn Central Railroad right-of-way; thence continuing northerly along and within the western boundary line of South Avenue O right-of-way and under the crossing where East 118th Street crosses over South Avenue O; thence continuing northerly through and within the properties of Republic Steel Corporation and under the

crossings where East 117th Street, East 114th Street, a sixteen (16) foot alley right-of-way which is north of East 114th Street, East 112th Street, East 111th Street, pass over the pipe line; thence westerly under the crossings where South Mackinaw Avenue, South Buffalo Avenue and South Burley Avenue pass over the pipe line; thence continuing through and across properties of the Penn Central and Pittsburgh, Fort Wayne and Chicago Railroads, and terminating at a point within lands of the Interlake Steel Corporation for a period of five (5) years from and after 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 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 privilege herein granted the sum of Nine Thousand Two Hundred Fifty-seven and no/100 Dollars (\$9,257.00) 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 consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Ahmanson Commercial Development Company.

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

SECTION 1. Permission and authority are hereby given and granted to Ahmanson Commercial Development Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use eighteen (18) caissons, two (2) foundation pads and a ground retention system adjacent to the property located at 120 North LaSalle Street.

Said privileges shall be described as follows:

Along LaSalle Street:

1. Two (2) caissons, measuring eight (8) feet in length and two point eight hundred seventy-five (2.875) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
2. One (1) foundation pad measuring thirty-one (31) feet in length, three (3) feet in width, and approximately six (6) feet in depth.
3. A ground retention system measuring seventy (70) feet in length, twelve (12) inches in width and shall start seven (7) feet below grade and descend to a depth of approximately forty-two (42) feet below grade.

Along Court Place:

1. Three (3) caissons, measuring four (4) feet in length and point twenty-five (0.25) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
2. Two (2) caissons, measuring eight (8) feet in length and one point seventy-five (1.75) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
3. One (1) caisson, measuring five (5) feet in length and point seventy-five (0.75) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.

Along Wells Street:

1. A ground retention system measuring fifty (50) feet in length, twelve (12) inches in width and shall start nine (9) feet below grade and descend to a depth of approximately twenty-nine (29) feet below grade.

East-West Public Alley:

1. Seven (7) caissons, measuring three (3) feet in length and point twenty-eight (0.28) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
2. One (1) caisson, measuring eight (8) feet in length and two point fifty-one (2.51) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
3. One (1) caisson, measuring six (6) feet in length and two point sixteen (2.16) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
4. One (1) caisson, measuring eight (8) feet in length and two point sixty-one (2.61) feet in width and shall be at a depth of approximately eighty-two point five (82.5) feet.
5. One (1) foundation pad measuring twenty point eighty-five (20.85) feet in length, two point sixty-five (2.65) feet in width and approximately six (6) feet in depth.
6. A ground retention system measuring sixty-nine (69) feet in length, twelve (12) inches in width and shall start one (1) foot below grade and descend to a depth of approximately forty-one (41) feet below grade.

Authority for the above mentioned privileges shall be for a period of five (5) years from 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 Eight Hundred Eighteen and no/100 Dollars (\$1,818.00) 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 is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Badger Pipe Line Company.

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

SECTION 1. Permission and authority are hereby given and granted to Badger Pipe Line Company, upon the terms and subject to the conditions of this ordinance, to maintain, operate and use, remove, replace, and repair as now constructed a private pipe line for the transmission of oil and petroleum products. Said pipe line is constructed of steel and is twelve (12) inches in diameter and is encased in a steel sleeve sixteen (16) inches in diameter outside dimensions at all crossings. Said pipe line runs along, under and across the following public streets and highways in the City of Chicago lying not less than twelve (12) inches below street grade where it runs underground, for a period of five (5) years from and after September 10, 1989.

To Wit:

Under the crossing at South Avenue O, said pipe will run in a northerly direction starting at a point south of East 135th Street; thence entering the 14-foot north-south public alley at a point two (2) feet west of the east line of said public alley; thence running north under the East 135th Street crossing and the East 134th Street crossing; thence exiting the north-south public alley and running in a northerly direction inside private property and crossing under the East 133rd Street crossing; thence entering the same north-south public alley at a point two (2) feet west of the east line of said alley; thence crossing under the East 132nd Street crossing; thence running in a northerly direction a distance of approximately 75 feet; thence running in a westerly direction to connect with existing pipe line south of East 131st Street; thence crossing under the East 131st Street crossing at the railroad right-of-way of the Pennsylvania Railroad in Section 32, Township 37 North, Range 15 East of the Third Principal Meridian,

Under and across East 130th Street to the north side thereof and to a point approximately ten (10) feet south of the north line of said street, but within the dedicated or established boundaries thereof; thence westerly parallel with East 130th Street in a line approximately ten (10) feet south of and parallel with the north line of said street for a distance of seven thousand three hundred sixty-nine (7,369) feet to the north side of the east abutment of the bridge over the Little Calumet River; thence westerly on the north side of and attached to said bridge a distance of approximately three hundred seventy-four (374) feet to the west abutment of said bridge; thence continuing westerly on a straight line a distance of six hundred eighty-seven (687) feet; thence southwesterly diagonally under and across East 130th Street a distance of one hundred one (101) feet to a point approximately five (5) feet north of and parallel with the south line of East 130th Street a distance of ten thousand six hundred eighty-five (10,685) feet; thence southwesterly approximately five (5) feet northwesterly of and parallel with the southeasterly right-of-way of the Illinois Central Railroad,

Under and across South Indiana Avenue at a point one thousand seventy-nine (1,079) feet south of the center line of East 130th Street diagonally a distance of approximately one hundred sixty-four (164) feet.

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 Nineteen Thousand Nine Hundred Forty-six and

no/100 Dollars (\$19,946.00) 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.

B & B Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to B & B Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use an enclosed fire escape located in the east-west eighteen (18) foot public alley adjacent to the property located at 160 East Grand Avenue. Said fire escape shall be twenty-one (21) feet in length, eight point five (8.5) feet in width, and shall extend from the second floor upward to the sixth floor, approximately sixty-two (62) feet in height, and shall leave fourteen (14) feet of clearance from ground level to the bottom of said fire escape. Authority herein granted shall be 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 Eight Hundred Fifty and no/100 Dollars (\$850.00) 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.

Board Of Trustees Of The University Of Illinois.

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

SECTION 1. Permission and authority are hereby given and granted to the Board of Trustees of The University of Illinois, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a utility tunnel under and across West Taylor Street adjacent to the premises at 840 West Taylor Street. The following description will best locate and identify the required easement:

a strip of land 60.0 feet wide being 30.0 feet on either side of a line which is 336.99 feet west of the west line of South Halsted Street as widened by Document No. 19447714 recorded April 28, 1965, side strip extending from University property line to University property across the right-of-way of West Taylor Street as widened by Document No. 19447716 recorded April 28, 1965.

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.

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 Catholic Bishop of Chicago, a corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a communication cable five-eighths of an inch in diameter, encased in a rubber jacket, extending a distance of sixty-six (66) feet over and above South Hoyne Avenue from the northwest side of South Hoyne Avenue to the northeast side of South Hoyne Avenue, attached to a pole installed on school property. Said cable to be ninety-four (94) feet in length and not less than twenty-five (25) feet above street level at said location, and shall be used for communication purposes between Christ The King School located at 9240 South Hoyne Avenue; for a period of five (5) years from and after October 8, 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 Hundred Sixteen and no/100 Dollars (\$216.00) 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.

Citizens National Bank Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Citizens National Bank of Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed an ornamental clock displaying time and temperature, attached to the building located at 5200 West Chicago Avenue. Said ornamental clock is three (3) feet six (6) inches in height, nine (9) feet in width and extends not more than twenty (20) inches from building at a height of twelve (12) feet above public sidewalk grade. The above described use of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after November 16, 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 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.

Commercial National Bank Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Commercial National Bank of Chicago, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a one-story bridge/passageway over the sixteen (16) foot public alley, approximately sixty-eight (68) feet north of the south lot line of West Lawrence Avenue connecting second floors of buildings located at 2412 West Lawrence Avenue and 4800 North Western Avenue. Said bridge/passageway shall be approximately ten (10) feet in height, six (6) feet in width, sixteen (16) feet in length, fourteen (14) feet above street grade and of non-combustible construction. Authority herein granted for a period of five (5) years from and after October 31, 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 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.

Mr. Lawrence A. Craelius.

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

SECTION 1. Permission and authority are hereby given and granted to Lawrence A. Craelius, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a loading platform and canopy adjacent to the premises at 1100 West Fulton Street. Said loading platform shall not exceed one hundred (100) feet in length sixteen (16) feet six (6) inches in width, nor two (2) feet in height above the established grade on North Aberdeen Street. At curb intersection on both West Fulton Market and North Aberdeen Street the ramps seven (7) feet in width shall be maintained with an iron railing at the inner edge of said ramps. Canopy not to exceed one hundred (100) feet in length nor fourteen (14) feet in width; for a period of five (5) years from and after July 2, 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 Three Hundred Eighty-seven and no/100 Dollars (\$1,387.00) 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.

Halsted-Clybourn 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 Halsted-Clybourn Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and occupy a portion of the public way adjacent to the premises located at 800 -- 826 West North Avenue. Said occupation of space shall be used for landscaping purposes and shall extend one hundred forty-one (141) feet in length and eleven (11) feet in width for a total area of one thousand five hundred fifty-one (1,551) square feet. Said area shall be located on the north side of West North Avenue and shall begin at the intersection of North Clybourn Avenue and thence proceed in an easterly

direction along West North Avenue toward North Halsted Street. Authority herein granted shall be 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 Two Thousand One Hundred Ten and no/100 Dollars (\$2,110.00) 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.

Illinois Parkway Gardens Associates.

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

SECTION 1. Permission and authority are hereby given and granted to Illinois Parkway Gardens Associates, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a fence along the public way. Said occupation of space shall extend for one thousand five hundred fifty-six point sixty-four (1,556.64) feet in length and shall be thirty-six (36) feet in width along South Calumet Avenue between East 63rd Street and the Chicago Skyway for a total of fifty-six thousand thirty-nine (56,039) square feet. Said area shall be fenced in order to provide security and limit access to the residents of Parkway Garden Homes. Illinois Parkway Gardens Associates shall also be responsible for providing access to this privilege on a twenty-four (24) hour basis to all City of Chicago agencies required to perform routine and emergency repair work along South Calumet Avenue. Authority herein provided shall be 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 Three Thousand Eight Hundred Eleven and no/100 Dollars (\$3,811.00) 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.

*Lakeview Self Storage, Incorporated
(Doing Business As Strongbox).*

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 Lakeview Self Storage, Incorporated, doing business as Strongbox, to maintain and use a hydraulic dock plate used for loading of materials. Said dock plate shall be located in the public alley in the rear of the premises known as 1650 West Irving Park Road. 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 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.

*LaSalle National Bank, Under Trust
Number 108020.*

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, under Trust Number 108020, upon the terms and subject to the conditions of this ordinance, to construct and maintain a ground retention system in the public way adjacent to its premises located at 555 West Adams Street. Said ground retention system shall include soldier pilings and caissons and shall extend six (6) feet into the public way. Said ground retention system shall extend for a total length of one hundred sixty-nine point seventy-five (169.75) feet under West Quincy Street, one hundred sixty-nine point seventy-five (169.75) feet under West Adams Street and one hundred sixty-three point eighty-three (163.83) feet under South Clinton Street. Said ground retention system shall occupy a total of six thousand thirty-nine point ninety-eight (6,039.98) square feet in the public way. 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 Four Thousand Eight Hundred Thirty-two and no/100 Dollars (\$4,832.00) 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.

LaSalle National Bank, Under Trust Number 114284.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, under Trust Number 114284, upon the terms and subject to the conditions of this ordinance, to maintain and use a steel pipe bridge for the purpose of supporting process piping. Said pipe bridge shall span over and across West Fillmore Street for a total distance of sixty-six (66) feet at a point two hundred twenty-two (222) feet west of the west line on South Pulaski Road; shall be maintained at a width of six (6) feet, a depth of six (6) feet eight (8) inches and an elevation of twenty-one feet four (4) inches above the street grade of West Fillmore Street, adjacent to premises known as 1032 South Pulaski Road. 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.

The Lurie Company.

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

SECTION 1. Permission and authority are herein given and granted to The Lurie Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an ornamental clock securely and properly attached to the building known as 33 North LaSalle Street. Said clock shall not exceed nine (9) feet beyond the face of the building and the lowest portion of same shall be not less than forty-one (41) feet above the level of the sidewalk. The above use of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after October 31, 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 Fourteen and no/100 Dollars (\$414.00) 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 way as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage: provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

Mr. Andrew S. Maggio.

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

SECTION 1. Permission and authority are hereby given and granted to Andrew S. Maggio, upon the terms and subject to the conditions of this ordinance, to occupy a portion

of the public right-of-way on Opal Avenue approximately one hundred eight (108) feet in length and nine point five (9.5) feet in width, to be used for diagonal parking, adjacent to the premises at 7824 West Belmont 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 Six Hundred Seventy and no/100 Dollars (\$670.00) 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.

Northwestern Golf Company.

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

SECTION 1. Permission and authority are herein given and granted to Northwestern Golf Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered conveyor bridge over and across North Knox Avenue, to be used for the purpose of connecting the second floor of the premises known as 4156 North Knox Avenue with the corresponding floor of the premises known as 4159 North Knox Avenue. Said bridge shall be not more than thirteen (13) feet eight (8) inches in width, thirteen (13) feet in height and the lowest portion of said bridge shall be not less than seventeen (17) feet six (6) inches above the street at said location. The above described use of the public right-of-way shall exist by the authority herein granted for a period of five (5) years from and after November 15, 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.

Novelty Glass And Mirror Company.

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

SECTION 1. Permission and authority are hereby given and granted to Novelty Glass and Mirror Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a pedestrian tunnel twelve (12) feet in width, seven (7) feet in height and thirty (30) feet in length under and across West Carroll Avenue at a point three hundred thirty-eight (338) feet east of the east line of North Cicero Avenue connecting the buildings located at 4726 West Lake Street with 4725 West Kinzie Street for a period of (5) years from and after January 6, 1990.

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 and no/100 Dollars (\$400.00) 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.

Premium Plastics, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Premium Plastics, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed two (2) railroad switch tracks.

- 1) Railroad switch track connecting with the now existing tracks of the Gulf, Mobile and Ohio Railroad Company in South Grove Street at a point six hundred thirty-five (635) feet southwesterly of the south line of West Cermak Road, thence running in a northerly direction on a curve along and across South Grove Street to a point on the westerly line thereof four hundred forty-five (445) feet southwesterly of the south line of West Cermak Road.
- 2) Railroad switch track connecting with the aforementioned switch track at a point in South Grove Street five hundred ten (510) feet southwesterly of the south line of West Cermak Road, thence running in a northerly direction on a curve to a point on the westerly line of South Grove Street four hundred twenty (420) feet southwesterly of the south line of West Cermak Road.

Authority herein granted for a period of five (5) years from and after December 9, 1987.

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 Six Hundred and no/100 Dollars (\$600.00) 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.

Reliable Plating Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Reliable Plating Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a ten (10) inch water processing pipe encased in a twelve (12) inch R.C.P. sleeve. Said sleeve will lie in a trench twenty-four (24) inches wide and five (5) feet deep and run under and across North Justine Street at approximately ninety-five (95) feet north of the north line of West Lake Street a distance of sixty (60) feet; for a period of five (5) years from and after January 21, 1990, adjacent to premises at 1534 West Lake Street.

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.

South Chicago Community Hospital.

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

SECTION 1. Permission and authority are hereby given and granted to South Chicago Community Hospital, upon the terms and subject to the conditions of this ordinance, to

maintain and use as now constructed a one-story covered bridge/passageway over and across East 93rd Street between South Crandon and South Oglesby Avenues connecting the premises at 2320 East 93rd Street with 2319 East 93rd Street. Bridge shall be approximately ten (10) feet in width, ninety-six (96) feet in length and fourteen (14) feet above street grade; for a period of five (5) years from and after December 23, 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.

Thompson Building 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 Thompson Building Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed sidewalk vaults located in the public way on North Clark and West Kinzie Streets adjacent to the building at 350 North Clark Street.

North Clark Street:

Said vault shall run south for a distance of one hundred eighty-seven (187) feet starting from a point at the southwest corner of North Clark Street and West Kinzie Street. Said vault shall be sixteen (16) feet in width.

West Kinzie Street:

Said vault shall run west for a distance of ninety-three (93) feet starting from a point at the southwest corner of North Clark Street and West Kinzie Street. Said vault shall be sixteen (16) feet in width.

Authority herein granted for a period of five (5) years from and after October 30, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Thousand One Hundred Sixty-eight and no/100 Dollars (\$7,168.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued

maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

AMENDMENT OF ORDER WHICH AUTHORIZED GRANT OF
PRIVILEGE TO CONVITO ITALIANO.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 amending ordinance transmitted herewith for Convito Italiano, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

"Convito Italiano"

and inserting in lieu thereof:

"Centrum Properties, Incorporated".

The order passed City Council on December 20, 1989, page 10220, Council Journal of Proceedings.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the order passed by the City Council on December 20, 1989, page 10220, Council Journal of Proceedings, granting permission to Convito Italiano, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

"Convito Italiano"

and inserting in lieu thereof:

"Centrum Properties, Incorporated".

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO MANAGEMENT
METROPOLITAN SERVICES.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 amending ordinance transmitted herewith (referred on January 19, 1990) for Management Metropolitan Services, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed the following:

"Management Metropolitan Services"

and inserting in lieu thereof:

"Metropolitan Management Company".

The ordinance was passed by the City Council on May 24, 1989, page 1330, Council Journal of Proceedings.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on May 24, 1989, page 1330, Council Journal of Proceedings granting permission to Management Metropolitan Services, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

"Management Metropolitan Services"

and inserting in lieu thereof:

"Metropolitan Management Company".

Authority herein granted for a period of five (5) years from and after November 14, 1988.

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT
OF PRIVILEGE TO OBYDON, LIMITED.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 amending ordinance transmitted herewith (referred on December 20, 1989) for Obydon, Limited, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

"Authority for the above privilege is herein given and granted and shall remain in effect for a period of five (5) years from and after date of passage of this ordinance."

and inserting in lieu thereof:

"Authority for the above named privilege is herein given and granted and shall remain in effect for four (4) years from and after April 1, 1990."

The ordinance passed City Council on July 19, 1989, page 3645.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on July 19, 1989, page 3645, Council Journal of Proceedings, granting permission to Obydon, Limited, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following:

"Authority for the above privileges is herein given and granted and shall remain in effect for a period of five (5) years from and after date of passage of this ordinance."

and inserting in lieu thereof:

"Authority for the above named privileges is herein given and granted and shall remain in effect for four (4) years from and after April 1, 1990."

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO 25 EAST
WASHINGTON ASSOCIATES.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 amending ordinance transmitted herewith (referred on January 19, 1990) to 25 East Washington Associates, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by adding the following to Section 1:

"North Wabash Avenue:

Vaulted area shall be maintained under and along North Wabash Avenue adjacent 25 East Washington Street, protruding twenty-one point seventy-five (21.75) feet under said public way, over a length of one hundred and forty-three (143) feet and at a depth of three levels."

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on October 25, 1989, page 6188, Council Journal of Proceedings, granting permission to 25 East Washington Associates, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by adding the following to Section 1:

"North Wabash Avenue:

Vaulted area shall be maintained under and along North Wabash Avenue adjacent 25 East Washington Street, protruding twenty-one point seventy-five (21.75) feet under said public way, over a length of one hundred and forty-three (143) feet and at a depth of three levels."

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

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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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* twenty-nine proposed ordinances transmitted herewith (referred on February 7, 1990) to maintain and use portions of the public ways for sidewalk cafes adjacent to specified premises.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read respectively as follows (the italic heading in each case not being a part of the ordinance):

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

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

SECTION 1. Permission and authority are hereby given and granted to The Bagel Bakery Limited Partnership, doing business as Jacobs Bros. Bagels, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 53 West Jackson Boulevard. Said sidewalk cafe shall be one hundred (100) feet in length and shall be six (6) feet four (4) inches in width for a total of six hundred thirty-three (633) square feet and shall begin nine (9) feet from the face of the curb line along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$887.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or

by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Bistro Restaurant, Limited Partnership (Doing Business
As Bistro 110).*

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

SECTION 1. Permission and authority are hereby given and granted to Bistro Restaurant, Limited Partnership, doing business as Bistro 110, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 110 East Pearson Street. Said sidewalk cafe shall be thirty-five (35) feet in length and fifteen (15) feet in width for a total of five hundred twenty-five (525) square feet and shall begin eight (8) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

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

Compensation: \$945.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures

and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

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

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

Saturday, 8:00 A.M. to 5:00 P.M.

Compensation: \$598.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees, harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

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

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

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

Compensation: \$486.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from

the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Crema Dolce Limited (Doing Business As Crema Dolce).

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

SECTION 1. Permission and authority are hereby given and granted to Crema Dolce Limited, doing business as Crema Dolce, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2 West Elm Street. Said sidewalk cafe shall be forty-six (46) feet in length and nine (9) feet in width for a total of four hundred fourteen (414) square feet and shall begin six (6) feet from the face of the curb line along West Elm Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 3:00 P.M. to 11:00 P.M.

Compensation: \$746.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written

notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Mr. Marshall DeMar (Doing Business As Oak
Tree Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Marshall DeMar, doing business as Oak Tree Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 25 East Oak Street. Said sidewalk cafe shall be fifty-four (54) feet in length and six (6) feet nine (9) inches in width for a total of

three hundred sixty-five (365) square feet and shall begin fourteen (14) feet from the face of the curb line along East Oak Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$657.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults,

sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Mr. Michael Dolce (Doing Business As
Trattoria Teresina).*

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

SECTION 1. Permission and authority are hereby given and granted to Michael Dolce, doing business as Trattoria Teresina, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1103 West Grand Avenue. Said sidewalk cafe shall be twenty eight (28) feet in length and seven (7) feet six (6) inches in width, for a total of two hundred ten (210) square feet and shall begin five (5) feet from the face of the curb line along West Grand Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$450.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will

have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Five Bees Restaurant, Limited, doing business as Chris-A-Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 201 East Grand Avenue. Said sidewalk cafe shall be fifty-two (52) feet in length and ten (10) feet in width and sixteen (16) feet in length and five (5) feet in width, respectively, for a total of six hundred (600) square feet and shall begin five (5) feet from the face of the curb line along North Sinclair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 7:00 A.M. to 6:00 P.M.

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

Compensation: \$746.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the

construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to GLD, Incorporated, doing business as The Four Farthings Tavern, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2060 North Cleveland Avenue. Said sidewalk cafe area Number 1 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along North Cleveland Avenue in line with tree grates. Said sidewalk cafe area Number 2 shall be forty-five (45) feet in length and six (6) feet in width for a total of two hundred seventy (270) square feet and shall begin seven (7) feet from the face of the building along West Dickens Street in line with tree grates. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$756.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Gold Coast Dogs I, Incorporated (Doing Business As
Gold Coast Dogs I).*

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Dogs I, Incorporated, doing business as Gold Coast Dogs I, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 418 North State Street. Said sidewalk cafe shall be twenty-four (24) feet in length and seven point five (7.5) feet in width for a total of one hundred eighty (180) square feet and shall begin five (5) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$324.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy.

Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Gold Coast Dogs III, Incorporated (Doing Business
As Gold Coast Dogs III).*

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

SECTION 1. Permission and authority are hereby given and granted to Gold Coast Dogs III, Incorporated, doing business as Gold Coast Dogs III, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 804 North Rush Street. Said sidewalk cafe shall be fifteen (15) feet in length and eight (8) feet in width for a total of one hundred twenty (120) square feet and shall begin seven (7) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$300.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit

for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Govnor's Pub, Incorporated, doing business as Govnor's Pub, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 207 North State Street. Said sidewalk cafe shall be twenty-six (26) feet in length and sixteen (16) feet six (6) inches in width for a total of four hundred twenty-nine (429) square feet and shall begin seven (7) feet from the face of the curb line along North State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$1,665.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be

final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Hamburger Hamlet Of Walton Street, Incorporated
(Doing Business As Hamburger Hamlet).*

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

SECTION 1. Permission and authority are hereby given and granted to Hamburger Hamlet of Walton Street, Incorporated, doing business as Hamburger Hamlet, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 44 East Walton

Street. Said sidewalk cafe shall be nineteen (19) feet and fifty-four (54) feet in length and eight (8) feet respectively in width for a total of five hundred eighty-four (584) square feet and shall begin seven (7) feet three (3) inches back from the face of the curb line along East Walton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$1,052.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents, and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein

authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers, and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Java Express, Limited (Doing Business As
Java Express).*

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

SECTION 1. Permission and authority are hereby given and granted to Java Express, Limited, doing business as Java Express, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 10701 South Hale Avenue. Along South Hale Avenue said sidewalk cafe area Number 1 shall be forty (40) feet in length and eight (8) feet in width and area Number 2 shall be twenty-four (24) feet in length and two (2) feet in width for a total area of three hundred sixty-eight (368) square feet. Said sidewalk cafe area along South Hale Avenue shall leave five (5) feet of clear space between areas for pedestrian flow and shall begin seven (7) feet from the face of the curb line. Along West 107th Street said sidewalk cafe area shall be twelve (12) feet in length and two (2) feet in width for a total of twenty-four (24) square feet and shall begin fourteen (14) feet from the face of the curb line. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 8:00 A.M. to 9:00 P.M.
Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for the period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or

expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage, provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Mr. Peter Koliatsis (Doing Business As
Pearson's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Peter Koliatsis, doing business as Pearson's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 829 North State Street. Said sidewalk cafe shall be thirty-six (36) feet in length and seventeen (17) feet in width for a total of six hundred twelve (612) square feet and shall begin six (6) feet from the face of the curb line along East Pearson Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$1,102.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures

and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

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

Sunday through Saturday, 10:00 A.M. to 12:00 Midnight

Compensation: \$1,224.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Levy Management (Huron) Limited Partnership, doing business as Randall's Ribhouse, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 41 East Superior Street. Said sidewalk cafe shall be one hundred thirty-two (132) feet in length and nine (9) feet in width for a total of one thousand one hundred eighty-eight (1,188) square feet and shall begin eleven (11) feet nine (9) inches from the face of the curb line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

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

Compensation: \$2,139.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from

the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

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

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

Compensation: \$300.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be

final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Corporation, doing business as Melrose Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3233 North Broadway. Said

sidewalk cafe shall be forty-five (45) feet in length and ten (10) feet in width for a total of four hundred fifty (450) square feet and shall begin seven (7) feet from the face of curb line along West Melrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$450.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein

authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Milito Limited (Doing Business As
Orso's Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Milito Limited, doing business as Orso's Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1401 North Wells Street. Said sidewalk cafe shall be thirteen (13) feet in length and seven (7) feet in width for a total of ninety-one (91) square feet and shall begin nine feet and one inch (9'1") from the face of the curb along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 9:00 P.M.
Saturday and Sunday, 12:00 Noon to 9:00 P.M.

Compensation: \$300.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein

authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Moe's Corned Beef Cellar, doing business as Moe's Deli Pub, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 611 North Rush Street. Said sidewalk cafe shall be twenty-eight (28) feet in length and seven (7) feet in width for a total of one hundred ninety-six (196) square feet and shall begin eight (8) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$353.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures

and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come

against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Mr. Penguin, Incorporated (Doing Business As
Mr. Penguin).*

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Penguin, Incorporated, doing business as Mr. Penguin, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 162 East Superior Street. Said sidewalk cafe shall be twenty-two (22) feet in length and sixteen (16) feet three (3) inches in width for a total of three hundred fifty-seven (357) square feet and shall begin eight (8) feet from the face of the curb line along East Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 9:00 A.M. to 10:00 P.M.

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

Sunday, 9:00 A.M. to 5:00 P.M.

Compensation: \$643.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The

grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until

the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

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

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

Compensation: \$576.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability.

including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Pizzeria Uno, Incorporated, doing business as Pizzeria Uno, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 29 East Ohio Street. Said sidewalk cafe shall be thirty (30) feet in length and three (3) feet in width for a total of ninety (90) square feet and shall begin ten (10) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

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

Sunday, 1:00 P.M. to 9:00 P.M.

Compensation: \$300.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair,

maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Robert James Limited (Doing Business As
River North Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Robert James Limited, doing business as River North Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 750 North Franklin Street. Said sidewalk cafe shall be fifty-three (53) feet in length and five (5) feet in width for a total of two hundred sixty-five (265) square feet and the tables of said sidewalk cafe shall be aligned with the center of tree grates along North Franklin Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 6:30 P.M.

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

Compensation: \$300.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage: provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

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

Sunday through Thursday, 8:00 A.M. to 10:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In

the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of

Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Trinken, Incorporated (Doing Business As
Tap And Growler).*

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

SECTION 1. Permission and authority are hereby given and granted to Trinken, Incorporated, doing business as Tap and Growler, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 901 West Jackson Boulevard. Said sidewalk cafe shall be seventy (70) feet in length and five (5) feet in width for a total of three hundred fifty (350) square feet and shall begin ten (10) feet from the face of the curb line along West Jackson Boulevard. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination

of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance

coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, Incorporated, doing business as Via Veneto Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3449 West Peterson Avenue. Said sidewalk cafe shall be fifteen (15) feet in length and twenty (20) feet in width for a total of three hundred (300) square feet and shall begin five (5) feet from the face of the curb line along West Peterson Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

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

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

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation

which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs,

damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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

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

SECTION 1. Permission and authority are hereby given and granted to Whitemont Management Corporation, doing business as Cricket's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 100 East Chestnut Street. Said sidewalk cafe shall be eighteen (18) feet in length and four (4) feet in width, six (6) feet in length and six (6) feet in width, and six (6) feet in length and six (6) feet in width, and ten (10) feet in length and six (6) feet in width, respectively, for a total of two hundred four (204) square feet and shall begin five (5) feet from the face of the curb line along East Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

Compensation: \$368.00

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

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the

Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The

aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE
IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, to which were referred (November 15, 29, December 6, 13 and 20, 1989) thirty-one 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

American Submarine: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American Submarine ("Permittee") to construct, maintain and use a canopy over the public right-of-way in South Michigan Avenue attached to the building or structure located at 30 South Michigan Avenue for a period of three (3) years from and after date of passage of this ordinance in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 19 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Avenue Development Associates: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Avenue Development Associates, an Illinois joint venture ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 674 -- 678 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 90 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifteen and no/100 Dollars (\$115.00) 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 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.

The Brown Elephant: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Brown Elephant ("Permittee") to construct, maintain and use three (3) canopies over the public right-of-way in North Halsted Street attached to the building or structure located at 3641 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 2 at 12 feet and 1 at 15 feet respectively in length, nor 3 at 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 and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Citicorp Savings Of Illinois: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Citicorp Savings of Illinois ("Permittee") to construct, maintain and use a canopy over the public right-of-way in South Kedzie Avenue attached to the building or structure located at 6222 South Kedzie 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 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.

Classic Corner Cafe: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Classic Corner Cafe ("Permittee") to maintain and use a canopy over the public right-of-way in Northwest Highway attached to the building or structure located at 6699 Northwest Highway 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 99 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 One Hundred Twenty-four and no/100 Dollars (\$124.00) 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.

The Cue Club: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Cue Club ("Permittee") to maintain and use six (6) canopies over the public right-of-way in North Sheffield Avenue attached to the building or structure located at 2833 North Sheffield 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 5 at 15 feet and 1 at 6 feet respectively in length, nor 1 at 6 feet and 5 at 2 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the

Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ms. Zoila Diaz: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Zoila Diaz ("Permittee") to maintain and use a canopy over the public right-of-way in West 63rd Street attached to the building or structure located at 2839 West 63rd Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Gaby's Unisex: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Gaby's Unisex ("Permittee") to construct, maintain and use a canopy over the public right-of-way in South Archer Avenue attached to the building or structure located at 4346 South Archer 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 44 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars (\$69.00) 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.

George's Restaurant, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to George's Restaurant, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Kinzie Street attached to the building or structure located at 230 West Kinzie Street for a period of three (3) years from and after February 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 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.

*Lake Shore National Bank, Under Trust Number
4967: Canopy.*

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to Lake Shore National Bank, under Trust Number 4967 ("Permittee") to maintain and use a canopy over the public right-of-way in East Huron Street attached to the building or structure located at 160 East Huron Street 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 20 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.

*LaSalle National Bank, As Trustee, Under Trust
Number 103056: Canopies.*

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to LaSalle National Bank, as Trustee, under Trust Number 103056 ("Permittee") to construct, maintain and use fifteen (15) canopies over the public right-of-way in West Institute Place attached to the building or structure located at 213 West Institute Place 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 14 at 12 feet and 1 at 15 feet respectively in length, nor 12 at 3 feet, 2 at 5 feet and 1 at 15 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seven Hundred Fifty and no/100 Dollars (\$750.00) 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 National Bank, Under Trust Number 105836: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to LaSalle National Bank, under Trust Number 105836 ("Permittee") to maintain and use a canopy over the public right-of-way in West Granville Street attached to the building or structure located at 1055 West Granville Street for a period of three (3) years from and after July 17, 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 28 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. James G. Lourgog: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to James G. Lourgog ("Permittee") to construct, maintain and use nine (9) canopies over the public right-of-way in South Halsted Street attached to the building or structure located at 301 -- 375 South 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 1 at 33 feet, 4 at 32 feet and 4 at 6 feet respectively in length, nor 5 at 3 feet and 4 at 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Eighty-five and no/100 Dollars (\$485.00) 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.

Norwood Restaurant: Canopy.

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to Norwood Restaurant ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Northwest Highway attached to the building or structure located at 6101 North Northwest Highway 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 157 feet in length, nor 3 feet 6 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Eighty-two and no/100 Dollars (\$182.00) 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.

Orbit Banquets: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Orbit Banquets ("Permittee") to construct, maintain and use seventeen (17) canopies over the public right-of-way in North Milwaukee Avenue and North Central Avenue attached to the building or structure located at 2934 - - 2954 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 canopies shall not exceed 13 at 10 feet to 15 feet, 2 at 4 feet 6 inches and 2 at 9 feet 9 inches in length, nor 1 at 2 feet, 1 at 4 feet 3 inches and 1 at 6 feet 7 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eight Hundred Fifty and no/100 Dollars (\$850.00) 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.

Ms. Eva Pazola: Canopy.

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to Eva Pazola ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 408 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 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.

Ms. Pearlean Taylor: Canopy.

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to Pearlean Taylor ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Cicero Avenue attached to the building or structure located at

7 North Cicero 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 16 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.

*Peerless Weighing And Vending Machine
Corporation: Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Peerless Weighing and Vending Machine Corporation ("Permittee") to construct, maintain and use a canopy over the public right-of-way in East Adams Street attached to the building or structure located at 63 East Adams 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 74 feet in length, nor 2 feet 6 inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-nine and no/100 Dollars (\$99.00) 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.

*Plitt Theatres, Incorporated (Doing Business As
Chestnut Station Theatres): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Plitt Theatres, Incorporated, doing business as Chestnut Station Theatres ("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 830 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 42 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 Sixty-seven and no/100 Dollars (\$67.00) 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.

*Regency Partners (Doing Business As The
Barclay Chicago Hotel): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Regency Partners, doing business as The Barclay Chicago Hotel ("Permittee") to maintain and use a canopy over the public right-of-way in East Superior Street attached to the building or structure located at 166 East Superior Street for a period of three (3) years from and after March 30, 1990 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 72 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 Ninety-seven and no/100 Dollars (\$97.00) 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. Adolpho Reyes (Doing Business As Guadalajara
Food And Liquors): Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Adolpho Reyes, doing business as Guadalajara Food and Liquors ("Permittee") to maintain and use a canopy over the public right-of-way in West 18th Street attached to the building or structure located at 1527 West 18th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 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.

Ms. Carol Rodriguez: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Carol Rodriguez ("Permittee") to construct, maintain and use a canopy over the public right-of-way in South Ashland Avenue attached to the building or structure located at 4350 South Ashland 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 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.

Dr. Aref Senno And Diversey Medical Center: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Aref Senno, M.D. and Diversey Medical Center ("Permittee") to maintain and use a canopy over the public right-of-way in West Diversey Avenue attached to the building or structure located at 800 West Diversey Avenue for a period of three (3) years from and after December 23, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 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.

Starbucks Corporation: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Starbucks Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1533 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 15 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.

Stein And Company Federal Center, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Stein and Company Federal Center, Incorporated ("Permittee") to construct, maintain and use a canopy over the public right-of-way in West Jackson Boulevard/South Clark Street attached to the building or structure located at 77 West Jackson Boulevard/301 South 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 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.

University Of Chicago: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to the University of Chicago ("Permittee") to maintain and use a canopy over the public right-of-way in South Blackstone Avenue attached to the building or structure located at 5111 South Blackstone Avenue for a period of three (3) years from and after December 27, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 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 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.

*V. O. Corporation (Doing Business As
Chez Paul): Canopy.*

Ordered. That the Commissioner of General Services is hereby authorized to issue a permit to V. O. Corporation, doing business as Chez Paul ("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 660 North Rush 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 30 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-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.

Mr. James Wilcox: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to James Wilcox ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 4016 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 canopy shall not exceed 25 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*6 West Limited Partnership (Doing Business
As Tucci Milan): Canopies.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 6 West Limited Partnership, doing business as Tucci Milan ("Permittee") to construct, maintain and use ten (10) canopies over the public right-of-way in West Hubbard Street attached to the building or structure located at 6 West Hubbard 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 ten (10) feet respectively in length, nor 10 at 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Five Hundred and no/100 Dollars (\$500.00) 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.

*50 East Bellevue Condominium Association:
Canopy.*

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 50 East Bellevue Condominium Association ("Permittee") to maintain and use a canopy over the public right-of-way in East Bellevue Avenue attached to the building or structure located at 50 East Bellevue 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 20 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.

230 East Delaware Place Condominium Association: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 230 East Delaware Place Condominium Association ("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 230 East Delaware Place 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 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.

VACATION OF PORTION OF SOUTH PERRY AVENUE
LYING NORTH OF WEST 85TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 January 18, 1989 and of an opinion dated January 31, 1990 (Freund Can Company and Chatham Paving Company) vacating that part of South Perry Avenue lying between the north line of West 85th Street and a line 279.23 feet, more or less, north of the north line of West 85th Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public 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 19 to 24, both inclusive, in State Street Subdivision of the north 5 acres of the east half of the southeast quarter of Section 33, Township 38 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Lots 19, 20 and 21 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; lying east of the east line of Lots 25 to 30, both inclusive, in State Street Subdivision aforementioned; lying east of the east line of Lots 22, 23 and 24 in Walsh's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 24 to the northeast corner of Lot 25 in State Street Subdivision aforementioned; and lying north of a line drawn from the southwest corner of Lot 19 to the southeast corner of Lot 24 in Walsh's Subdivision aforementioned; said public street herein vacated being further described as that part of South Perry Avenue lying between the north line of West 85th Street and a line 279.23 feet, more or less, north of the north line of West 85th Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along 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, Freund Can Company and Chatham Paving Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public street hereby vacated, the sum of Fifteen Thousand Two Hundred and no/100 Dollars

(\$15,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of 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, the Freund Can Company and Chatham Paving Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 13380
of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK
BOUNDED BY EAST ILLINOIS STREET, EAST
HUBBARD STREET, NORTH STATE STREET
AND NORTH WABASH AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 September 13, 1989 (Council Journal page 5137) and of an opinion dated February 6, 1990 for LaSalle National Bank, Trustee, Trust Number 30355, vacating approximately the north 4 feet of the east 36 feet of the west 50 feet of the remaining east-west 18-foot public alley in the block bounded by East Illinois Street, East Hubbard Street, North State Street and North Wabash Avenue.

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

(Continued on page 13381)

Ordinance associated with this drawing printed on pages 13377 through 13379 of this Journal.

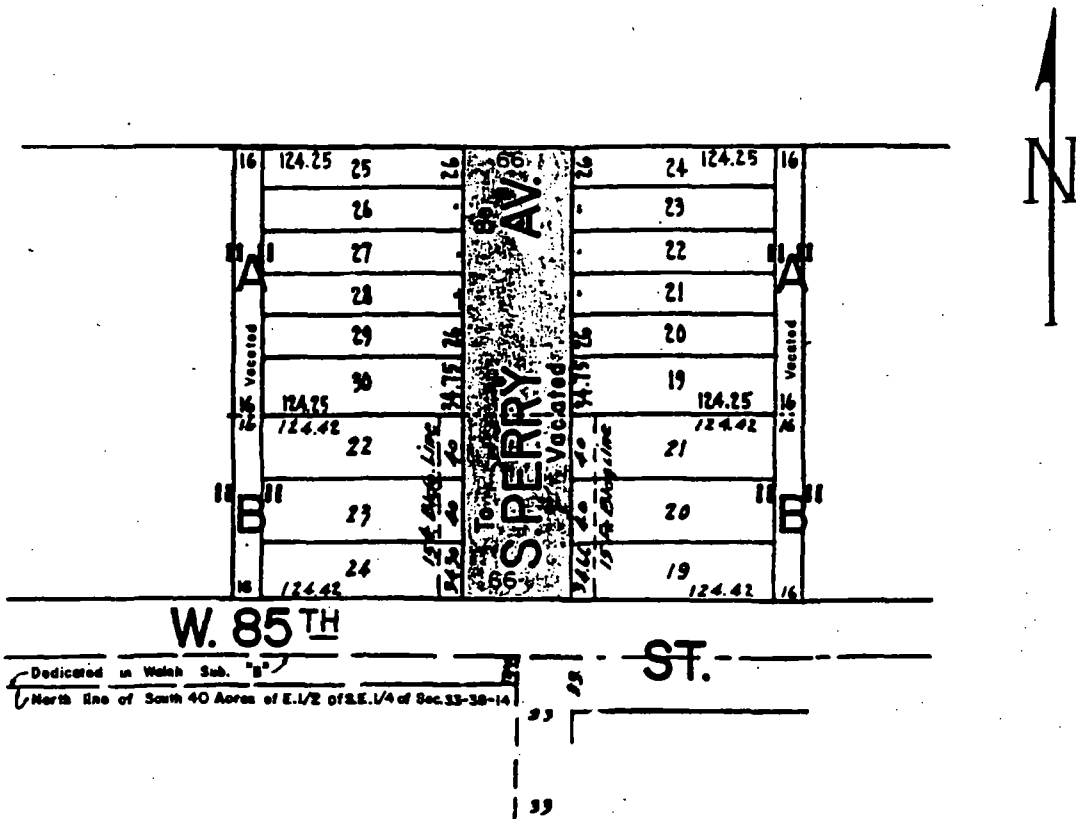
"A"

State Street Sub. of N. 5 Acres of 5.50 Acres of E.1/2 of S.E.1/4 Sec. 33-38-14.

"B"

Walsh's Sub. in the E.1/2 of S.E.1/4 of Sec. 33-38-14.

Dr. No. 33-21-88-1307



(Continued from page 13379)

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the east-west 18-foot public alley lying south of the south line of Lot 4; lying north of a line 4.00 feet south of and parallel to the south line of Lot 4; lying east of the southwardly extension of the west line of the east 36.00 feet of Lot 4; and lying westerly of a line which forms an angle of 40 degrees 41 minutes 06 seconds with the south line of Lot 4 and drawn southwesterly from the southeast corner of said Lot 4, all in Block 12 in Kinzie's Addition to Chicago being a subdivision of the north fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as approximately the north 4 feet of the east 36 feet of the west 50 feet of the remaining east-west 18-foot public alley in the block bounded by East Illinois Street, East Hubbard Street, North State Street and North Wabash Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 30355 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Twelve Thousand Seven Hundred Sixty-five and no/100 Dollars (\$12,765.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 30355 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 13383 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK
BOUNDED BY WEST 63RD STREET, WEST 64TH
STREET, SOUTH SANGAMON STREET AND
SOUTH PEORIA STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 March 29, 1989 (Council Journal page 26543) and of an opinion dated February 26, 1990 for City of Chicago (Department of Housing) vacating the south 242.33 feet of the north 267.33 feet of the north-south 16-foot public alley in the block bounded by West 63rd Street, West 64th Street, South Sangamon Street and South Peoria Street.

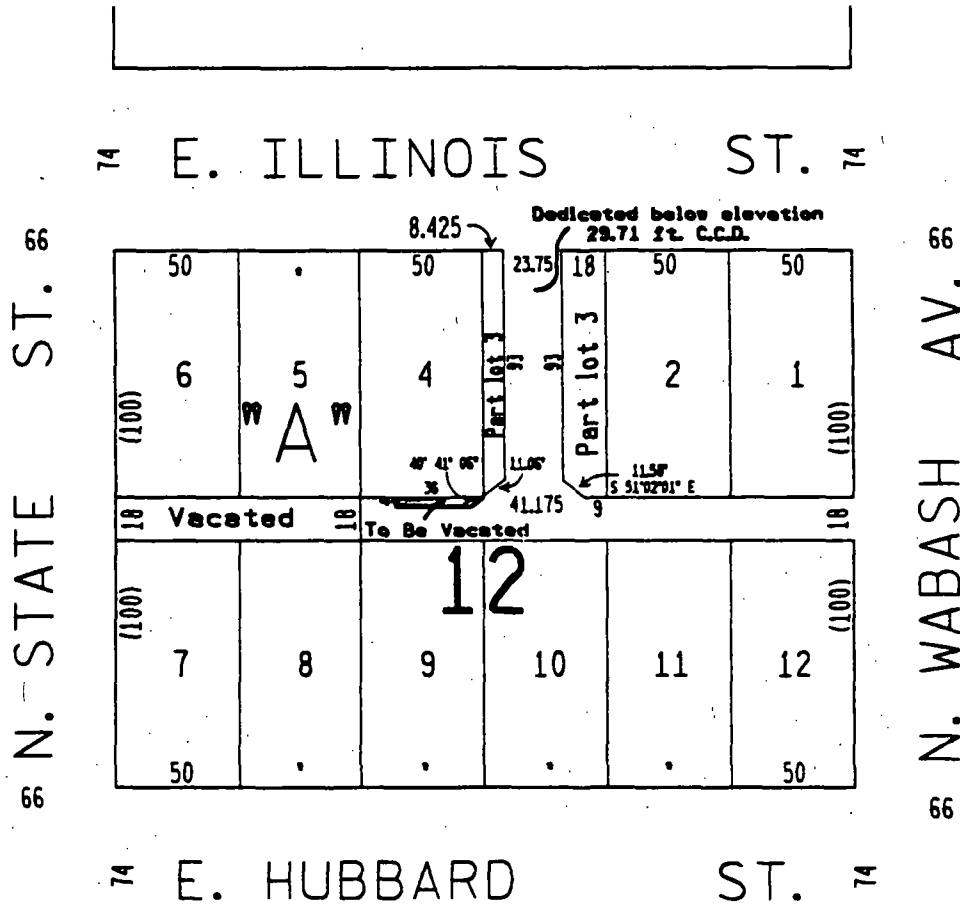
(Continued on page 13384)

Ordinance associated with this drawing printed on pages 13379 through 13382 of this Journal.

"A"

Kinzie's Add. to Chicago being a Sub. of the N. Frac. of Sec. 10-39-14.

Dr. No. 10-42-89-1383



(Continued from page 13382)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the north-south 16-foot public alley lying east of the east line of Lots 12 to 21, both inclusive; lying west of the west line of Lots 36 to 45, both inclusive; lying south of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 45; and lying north of the eastwardly extension of the north line of the south 7.67 feet of Lot 21, all in Block 3 in Lucy M. Green Addition to Chicago in Section 20, Township 38 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the south 242.33 feet of the north 267.33 feet of the north-south 16-foot public alley in the block bounded by West 63rd Street, West 64th Street, South Sangamon Street and South Peoria Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this 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 13386 of this Journal.]

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS
IN BLOCK BOUNDED BY WEST MAYPOLE AVENUE,
WEST WEST END AVENUE, NORTH KEELER
AVENUE AND NORTH KARLOV
AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 September 9, 1987 (Council Journal page 3716) and of an opinion dated March 6, 1990 for the Chicago Park District, vacating the east 77.25 feet of the east-west 20-foot public alley in the block bounded by West Maypole Avenue, West West End Avenue, North Keeler Avenue and North Karlov Avenue.

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

(Continued on page 13387)

Ordinance associated with this drawing printed on pages 13382 through 13385 of this Journal.

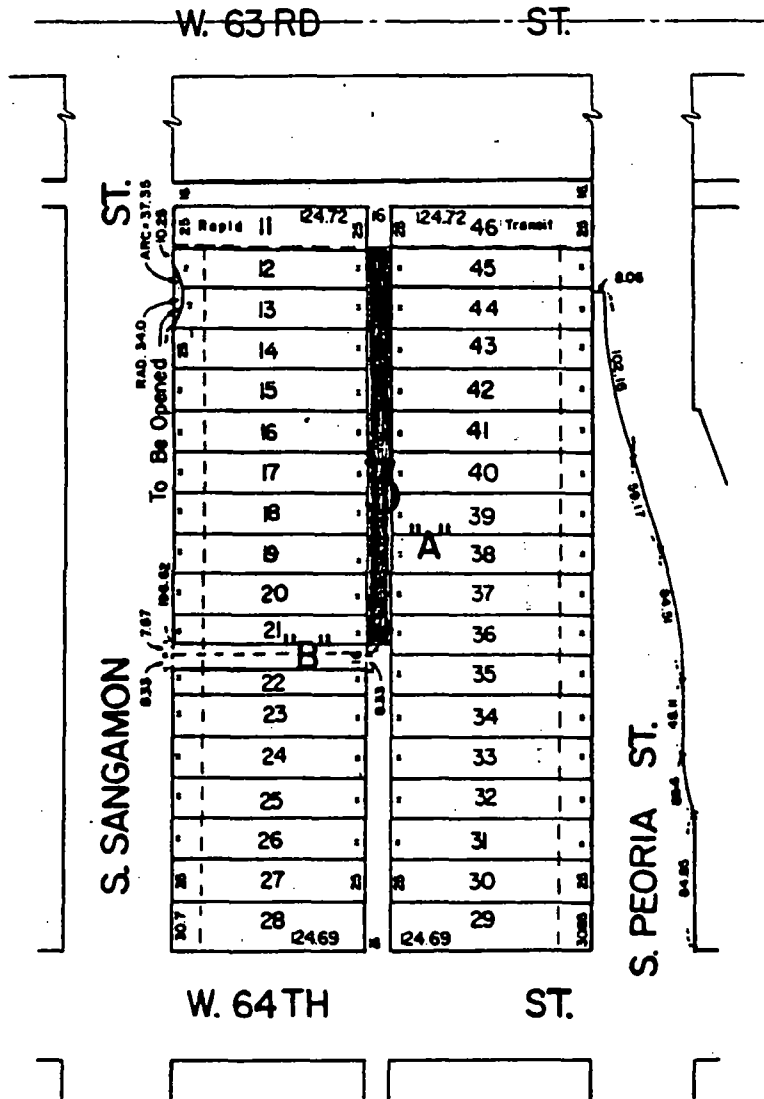
"A"

Lucy M. Green Addition to Chicago in Sec. 20-38-14
Rec. Dec. 13, 1884

"B"

Alley Opened by Resolution of City Council Ordinance Passed March 16, 1955

DR. No. 20-16 -89-1333



(Continued from page 13385)

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. That all that part of the east-west 20-foot public alley lying south of the south line of Lots 1, 2 and 3 in Block 18 in subdivision of the south half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian; lying north of the north line of Lot 1 in M. A. Farr's Subdivision of Lots 44 to 48, inclusive in Block 18 of the subdivision of the south half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian; lying west of a line drawn from the southeast corner of Lot 1 in Block 18 in subdivision of the south half of Section 10 aforementioned to the northeast corner of Lot 1 in M. A. Farr's Subdivision aforementioned; and lying east of the southerly extension of the west line of Lot 3 in subdivision of the south half of Section 10 aforementioned; said part of public alley herein vacated being further described as the east 77.25 feet of the east-west 20-foot public alley in the block bounded by West Maypole Avenue, West West End Avenue, North Keeler Avenue and North Karlov 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 that is no longer required for public use and public interest will be subserved by such vacation.

SECTION 2. This vacation is made upon the express condition that within 6 (six) months after the passage of this ordinance, the Chicago Park District shall dedicate or cause to be dedicated to the public and open up for public use as an alley, the following described property:

the west 20 feet of Lots 1 to 6, both inclusive, in M. A. Farr's Subdivision of Lots 44 to 48 inclusive in Block 18 of the subdivision of the south half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian,

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 6 months after the passage of this ordinance, the Chicago Park District 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 vacation and dedication herein provided for.

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

[Drawing attached to this ordinance printed on
page 13389 of this Journal.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED 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, March 14, 1990.

To the President and Members of the City Council:

(Continued on page 13340)

Ordinance associated with this drawing printed on pages 13385 through 13388 of this Journal.

"A"

Subdivision of the S.1/2 of Sec. 10-39-13.

"B"

Resub. of S.1/2 of Blks. 18 to 24 incl. and the N. 1/2 of Blks. 25 to 32 incl. in Sub. of S.1/2 of Sec. 10-39-13. by West Chicago Land Co.

"C"

M. A. Ferr's Sub. of lots 44 to 48 incl. in Blk. 18 of the Sub. of S.1/2 Sec. 10-39-13.

"D"

Widening of W. West End Av. (formerly Randolph St.) between W. 41st St. and Hyman Av. Rec. July 14, 1888

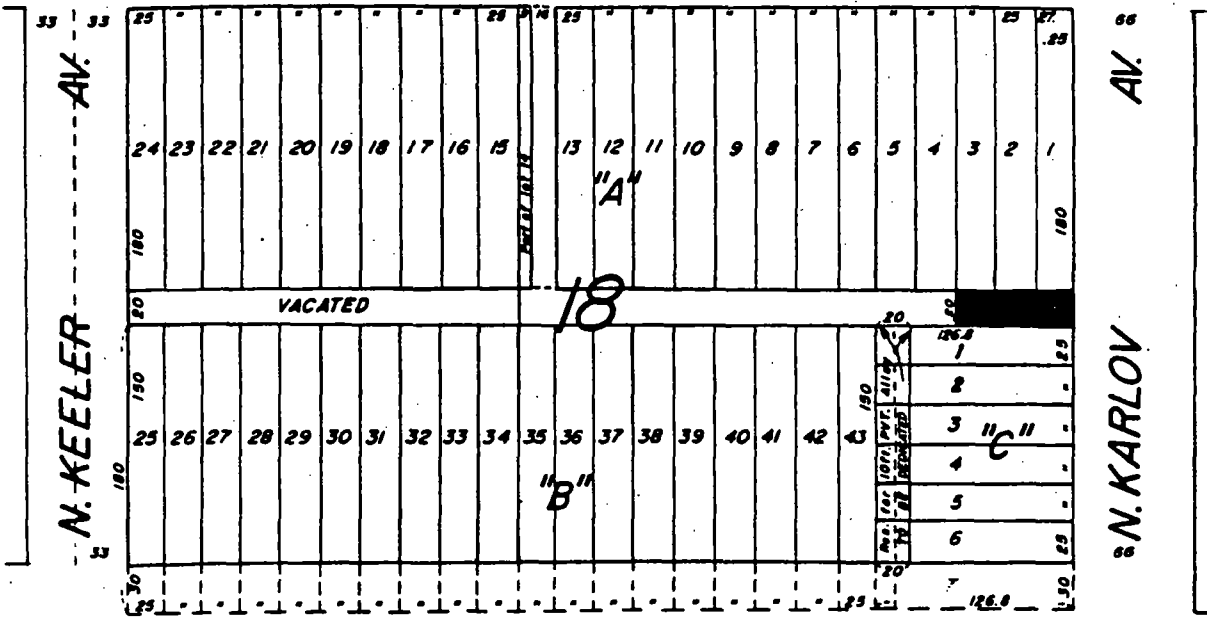
Doc. No. 1009897



Dr. No. 10-28-87-1174

100 W. MAYPOLE AV.

100 AV.



100 W. WEST END AV.

"D"

100 AV.

(Continued from page 13388)

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith, that the ordinance passed by the City Council February 7, 1990 (Council Journal pages 11495 -- 11498) vacating that portion of West 66th Street lying between South Stewart Avenue and South Harvard Avenue be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

vacating the west 158.2 feet of that part of West 66th Street lying between South Stewart Avenue and South Harvard Avenue for the Catholic Bishop of Chicago.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance providing for the "Vacation of portion of West 66th Street lying between South Stewart Avenue and South Harvard Avenue." was passed by the City Council February 7, 1990, appearing on pages 11495 -- 11498 of the Journal of the Proceedings; and

WHEREAS, It is necessary to amend said ordinance as passed to include an easement for the Department of Water; now, therefore,

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

SECTION 1. That the ordinance passed by the City Council February 7, 1990, appearing on pages 11495 -- 11498 of the Journal of the Proceedings of said date, providing for "Vacation of portion of West 66th Street lying between South Stewart Avenue and South Harvard Avenue." be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

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 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 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.

The City of Chicago hereby reserves all of West 66th Street as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in that part of West 66th Street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further

provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

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.

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

[Drawing attached to this ordinance printed on
page 13393 of this Journal.]

VACATION AND GRANT OF EASEMENT FOR AIR RIGHTS OVER
AND ACROSS PORTIONS OF NORTH GARVEY COURT
AND WEST HADDOCK PLACE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 13394)

Ordinance associated with this drawing printed on pages 13388 through 13392 of this Journal.

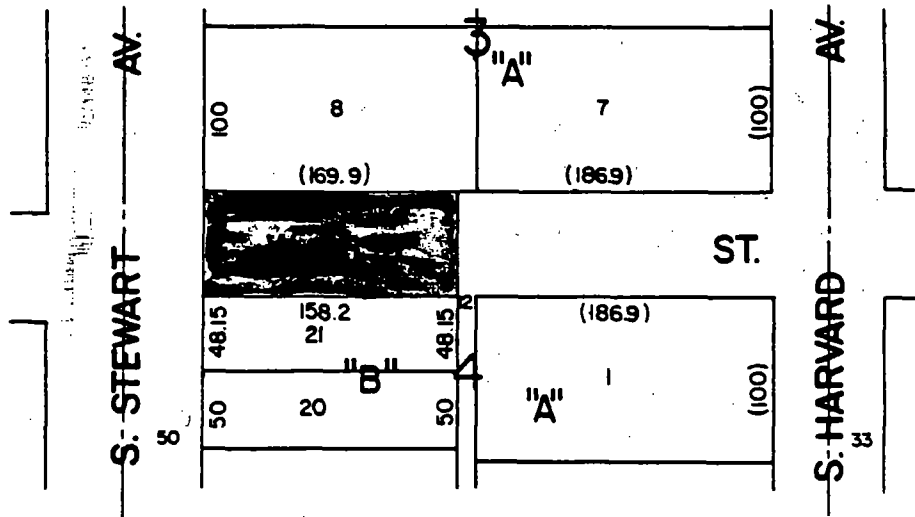
"A"

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 13392)

CHICAGO, March 14, 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 January 19, 1990 (Council Journal page 10690) and of an opinion dated March 13, 1990 for the City of Chicago and the American National Bank and Trust Company, as Trustee, Trust No. 110025-08, the air rights above an inclined plane having an elevation of +17.26 feet C.C.D. along the south line of West Wacker Drive and an elevation of +21.23 feet C.C.D. along the north line of West Haddock Place over and across the west half of North Garvey Court between West Wacker Drive and West Haddock Place; also the vacation of all that part of West Haddock Place lying between North Clark Street and North Garvey Court.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

SECTION 1. The air rights over that part of North Garvey Court described as follows:

that part of the west half of North Garvey Court (said North Garvey Court being the west half of Lot 2, and the east 20.50 feet of Lot 3, together with the north 1.00 foot of the original 18.00-foot alley lying south of and adjoining the south line of the aforesaid parts of Lots 2 and 3, the south line of said 1.00 foot strip being the north line of West Haddock Place as established by ordinance passed September 17, 1852) lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the north line of Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the north line of West Haddock Place, all in Block 17, in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

All that part of West Haddock Place described as follows:

that part of West Haddock Place as established by ordinance passed September 17, 1852, together with the south 1.50 feet of the original 18.00-foot alley lying north of and adjoining the north line of Lot 1 in the Assessor's Division of Lot 5 in Block 17; also, the south 1.00 foot of said original 18.00-foot alley lying north of and adjoining the north line of Lot 6 in said Block 17, all taken as one tract, lying west of the southerly extension of the west line of the east 20.50 feet of Lot 3 in said Block 17, and lying east of the west line of Block 17, and its extensions, in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

said parts of public streets herein vacated being further described as the air rights above an inclined plane having an elevation of +17.26 feet CCD along the south line of West Wacker Drive and an elevation of +21.23 feet CCD along the north line of West Haddock Place over and across the west half of North Garvey Court between West Wacker Drive and West Haddock Place; also the vacation of all that part of West Haddock Place lying between North Clark Street and North Garvey Court as colored in red and indicated by the words "To Be Vacated" on the Exhibit "A" hereto attached, which Exhibit "A" 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 Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest an Easement Agreement for air rights over and across the east half of North Garvey Court between West Wacker Drive and West Haddock Place and over and across the intersection of West Haddock Place and North Garvey Court with the right to construct support columns and air intake areas in both the east and west halves of North Garvey Court. Said Easement Agreement between the City of Chicago and the American National Bank and Trust Company, as Trustee, Trust No. 110025-08 to be substantially in

the form attached hereto as Exhibit "B", subject to the approval of the Corporation Counsel as to form and legality and subject to the approval of the Commissioner of Public Works.

SECTION 3. The Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest a Caisson Easement Agreement granting American National Bank and Trust Company, as Trustee, Trust No. 110025-08 easements for caissons, bells, shafts, caps, columns and related appurtenances within the public rights-of-way in and beneath North Clark Street between West Wacker Drive and West Haddock Place as herein vacated and in and beneath West Wacker Drive between North Clark Street and North Garvey Court in substantially the locations indicated in Exhibit "C" which is attached hereto and is hereby made a part of this ordinance. Such Caisson Easement Agreement shall be subject to the approval of the Commissioner of the Department of Public Works, and subject to the approval of the Corporation Counsel as to form and legality.

SECTION 4. The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, Commonwealth Edison and Western Union Telegraph Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all that part of West Haddock Place as herein vacated, with the right of ingress and egress.

SECTION 5. The vacations herein provided for are made upon the express condition that within 180 days after the passage of this ordinance the City of Chicago (Department of Planning) 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.

[Exhibits "A" and "C" attached to this ordinance printed on pages
13411 through 13412 of this Journal.]

Exhibit "B" (Easement Agreement) attached to this ordinance reads as follows:

Exhibit "B".

Easement Agreement.

This Easement Agreement made this ____ day of _____, 1990, by and between the City of Chicago, an Illinois home rule municipal corporation ("City") and American National Bank And Trust Company, As Trustee. Under Trust Agreement. Dated December 19, 1989 And Known As Trust No. 110025-08 ("Grantee").

Whereas, The City holds title to two parcels of land commonly known as (a) North Garvey Court, between West Wacker Drive and West Haddock Place, and (b) West Haddock Place, between the extended eastern right-of-way line of North Garvey Court and the extended western right-of-way line of North Garvey Court, which parcels of land are more particularly described on (Sub)Exhibit A attached hereto and incorporated herein by reference, and which are used as public rights-of-way within the corporate limits of the City (such parcels of the aforescribed land being hereinafter collectively called the "Property"); and

Whereas, In order to implement the provisions of Residential-Business Planned Development No. 375, as amended, approved by the City Council on October 4, 1989 (the "Planned Development") and the Restated Redevelopment Agreement North Loop Block 17, made by the predecessor in interest of Grantee and the City as of September 30, 1987, the Grantee proposes to cause to be constructed: (i) an open-air pedestrian plaza (hereinafter called the "Plaza") located primarily above the easterly one-half (1/2) of the Property, and (ii) an office building ("Building") within certain air rights located above the westerly one-half (1/2) of the Property and on the parcel of land commonly known as 77 West Wacker Drive, which air rights and parcel of land are legally described on (Sub)Exhibit C attached hereto and incorporated herein by reference, and are sometimes hereinafter collectively called the "Benefitted Parcels"; and

Whereas, The Grantee desires to use (a) section of the air space located above the Property (hereinafter called the "Air Space Easement"), and (b) portions of the Property on, above and beneath the surface thereof (hereinafter called the "Support Easements"), which Air Space Easement is legally described as Tracts 3 and 5 in (Sub)Exhibit B attached hereto and incorporated herein by reference, and which Support Easements are shown diagrammatically as "Easement Areas for Supports" in (Sub)Exhibit B (the Air Space Easement and the Support Easements are sometimes hereafter collectively referred to as the "Easement Parcels") for purposes of constructing, owning, operating, maintaining, repairing and replacing (i) the Plaza, and (ii) the caissons, bells, shafts, columns, air intake airwells and footings, subsurface grade beams, concrete curbs and related appurtenances supporting and serving the Plaza and the building (the items described in clause (ii) of this paragraph being hereinafter called the "Supports"; the Supports and the Plaza are sometimes hereinafter collectively referred to as the "Facilities"); and

Whereas, The City, which holds title to the Property, has determined that granting the easements contained in this Agreement will not unreasonably interrupt the public use of the Property and will not violate the public trust.

Now, Therefore, The City And The Grantee Mutually Agree As Follows:

1. In consideration of the payment of \$10.00 by the Grantee to the City, the receipt and sufficiency of which is acknowledged, the City hereby grants to the Grantee, its successors and assigns, an exclusive easement in the Easement Parcels, appurtenant to and running with the Benefitted Parcels for the benefit of the owners and occupants thereof from time to time, for the purposes of construction, ownership, operation, maintenance, repair and replacement of the Facilities subject to the terms and conditions of this Agreement. The City retains the rights to regulate the Property, and

to use and enjoy, and to allow the public to use and enjoy the Property except for the Support Easements, provided that such regulation, use and enjoyment does not materially adversely effect or limit the rights granted to the Grantee under this Agreement.

2. The Grantee agrees that it shall construct, own, operate, maintain, repair and, at Grantee's option, replace the Facilities and those portions of the Building which abut and support the Facilities in a good, safe and workmanlike manner and condition, and in conformance with all applicable laws, ordinances and regulations, including the Planned Development as it may from time to time be amended. Upon completion of all such work, the Grantee shall repair and restore the Property to the extent it has been altered or disturbed by the Grantee, except that the completed Facilities may remain within the Easement Parcels.

3. The Grantee shall locate the Plaza within Tract 3 and Tract 5 as described in (Sub)Exhibit B and shall locate the Supports within the "Easement Areas" as designated on (Sub)Exhibit B attached hereto. The Easement Parcels shall be deemed to include those locations occupied by the Facilities as a result of ordinary settlement.

4. Notwithstanding any other provision of this Agreement, in the event that Grantee requires relocation of any public utilities or similar equipment of the City or of any public utility, the Grantee shall be solely responsible for obtaining all required approvals and for paying all costs of such relocations.

5. The Grantee shall be solely responsible for the support, safety and protection of the Facilities and the Building, and for the safety and protection of all persons and property coming into contact with the Facilities and the Building and the Grantee's construction, operation, maintenance, alteration and removal of the Facilities and Building. The Grantee agrees at its sole cost and expense to indemnify and defend the City, its officers, agents and employees and hold them harmless from all claims, suits, judgments, damages, costs, expense and liability, including actual attorneys' fees, arising from or as a consequence of the rights granted or obligations incurred under this Agreement, the use of the Easement Parcels, or the construction, operation, alteration, maintenance or removal of the Facilities or the Building. Upon notice from the City of the commencement or existence of any proceedings, the Grantee shall appear in a timely manner, defend the City, its officers, agents and employees, and pay all costs and expense of such proceedings including actual attorney fees. The Grantee agrees to promptly pay any taxes imposed because of the use of the Easement Parcels, the rights granted or obligations incurred under this Agreement or the construction, maintenance, operation, alteration or removal of the Facilities or the Building.

6. Nothing in this Agreement shall be deemed an approval by the City of the design, construction, maintenance, operation, alteration or removal of the Facilities or the Building, nor shall anything in this Agreement be deemed a waiver of or shall excuse the Grantee from any requirement of obtaining any required permit, approval or inspection.

7. The Grantee shall obtain insurance for the City, its officers, agents and employees, or add them as additional insureds to the Grantee's existing policies. Such insurance shall provide at least the following coverage:

A. Worker's Compensation.

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the contractor. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.

B. Commercial Liability Insurance.

Commercial Liability 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 coverage are to be included.

C. Railroad Protective Liability Insurance.

To the extent that (i) coverage is not provided under the General Liability Insurance described above and (ii) work is to be done adjacent to or on transit property, the Grantee or its contractor shall provide, with respect to the operations which the Grantee, its contractor or subcontractors perform, 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, the Grantee or its contractor 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.

E. Professional Liability.

When any architects, engineers, or consulting firms perform work in connection with this Agreement, the Grantee shall maintain or cause to be maintained Professional Liability coverage with limits of \$1,000,000.

The insurance specified in subparagraphs A, C, D and E above shall be carried at all times during initial construction of the Facilities. The insurance specified in subparagraph B above shall be carried at all times. The insurance shall provide for 90 days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed. By January 1 of each year that this easement is in effect, and at such other times when the City shall reasonably request, the Grantee shall provide a certificate of insurance or such other evidence that the insurance required by this Agreement is in full force and effect. The City maintains the right to modify, delete, alter or change these requirements in order to require insurance that is commercially reasonable under existing circumstances.

8. Within 365 days after the destruction of substantially all of the Plaza, the Grantee shall deliver to the City a written notice of its election to rebuild the Plaza using the Easement Parcels (such notice being hereinafter called the "Grantee's Election Notice"). If the Grantee fails to deliver Grantee's Election Notice to the City on or before the expiration of such 365-day period, the City shall deliver to the Grantee a notice (the "City's Notice") of Grantee's failure to provide Grantee's Election Notice. If the Grantee fails to deliver to the City Grantee's Election Notice within 30 days after Grantee's receipt of the City's Notice, or if the Grantee delivers Grantee's Election Notice as described herein, but fails to commence and complete repair, reconstruction or rebuilding of the Plaza using the Easement Parcels within 60 months of such damage or destruction, the City may, at its option, terminate the easements and rights created by this Agreement solely as such easements and rights relate to Tracts 3 and 5 described in (Sub)Exhibit B and the Easement Parcels used or to be used for Supports serving the Plaza only, by delivering a notice of termination to the Grantee, and by recording a copy of such notice with the Cook County Recorder of Deeds ("Recorder"); provided, however, that the City shall not have the right to so terminate such easements and rights created by this Agreement so long as Grantee, its successors and assigns is required by the Planned Development or otherwise to maintain the Plaza; and provided, further, that in no event shall the easements and rights created by this Agreement as they relate to the Easement Parcels designated as "Permanent Easement Areas" on (Sub)Exhibit B be terminated.

9. In the event of the Grantee's non-compliance with any of the terms and conditions of this Agreement, the City may deliver to the Grantee a written notice advising Grantee of the facts constituting non-compliance, and demanding that the non-compliance be cured. If the Grantee does not cure such non-compliance within 30 days after receipt of the City's notice or, in the case of non-compliance which is capable of being cured but that cannot with diligence be cured within such 30-day period and Grantee fails to promptly commence to cure the same within such 30-day period or fails to diligently pursue such cure until completion, the City may perform or complete performance of the obligations of the Grantee. In the event that the City performs or completes performance of the obligations of the Grantee, the Grantee shall reimburse the City for all actual costs incurred in the performance or completion of performance of the Grantee's obligations. In addition, the City shall have the right to seek specific performance of this Agreement or any other remedy available at law or in equity, except

the right to terminate or seek a termination of this Agreement, such rights being expressly limited as described in paragraph 8 of this Agreement. The Grantee shall not be deemed to be in non-compliance with the performance of any obligation created under or pursuant to this Agreement, if and so long as non-performance of such obligation shall be directly caused by fire or other casualty, national emergency, governmental or municipal laws or restrictions, enemy action, strikes, lockouts, inability to obtain labor or materials, war or national defense pre-emptions, Acts of God, energy shortages, or similar causes beyond the reasonable control of the Grantee ("Permitted Delay") and the time limit for such performance shall be extended for a period equal to the period of such Permitted Delay; provided, however that the Grantee shall promptly notify the City in writing of the existence, nature and duration of any Permitted Delay.

10. The failure of the City to serve any notice, or to commence any legal action or proceeding, or to include any violation in any notice, action or proceeding, shall in no event be deemed a waiver of any right under this Agreement.

11. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes and replaces completely any prior agreements between the City and Grantee as to the subject matter of this Agreement. Except as previously stated in paragraphs 6 and 7, this Agreement may be modified or terminated only by a written instrument signed by both the City and the Grantee and recorded with the Recorder.

12. The easements granted by this Agreement shall be deemed appurtenant to the Benefitted Parcels. The rights and obligations under this Agreement shall run with the land and shall inure to the benefit of and be enforceable by, and shall be binding upon the City and the Grantee and their respective successors and assigns. The Grantee's obligations under this Agreement, both express and implied, shall not be deemed personal obligations of the Grantee, its beneficiary, or their respective officers, directors, shareholders, partners, employees, or agents; but shall be deemed servitudes and covenants upon the Benefitted Parcels. The liability of Grantee under this Agreement shall be limited to its interest in the Benefitted Parcels, the Building and the Facilities.

13. Notices delivered pursuant to this Agreement shall be deemed delivered: 1) upon receipt if by messenger or by regular mail, or 2) three days after mailing if by certified mail, return receipt requested, with proper postage affixed and properly addressed. Notices shall be delivered to the Grantee at:

The Prime Group, Incorporated
35 West Wacker Drive
Suite 3600
Chicago, Illinois 60601
Attention: Michael W. Reschke,
President

With A Copy To:

Mark Henning, Esq.
Winston and Strawn
35 West Wacker Drive
Chicago, Illinois 60601

And Upon The City At:

Commissioner
Department of General Services
Room 502
320 North Clark Street
Chicago, Illinois 60610

With A Copy To:

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

Addresses may be changed only by written notice to the other party.

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

15. This Agreement shall be recorded with the Recorder.

16. This instrument is executed by the undersigned Grantee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Grantee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Grantee merely holds title to the property herein described and has no agents, employees or control over the management of the Property and no knowledge or other factual matters except as represented to it by the beneficiary of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Grantee in this Instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the

owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement occurring hereunder shall look solely to the Trust estate for the payment thereof.

In Witness Whereof, The City and the Grantee have caused this Agreement to be executed as of the date shown above.

City of Chicago

American National Bank and Trust Company, as Trustee under trust agreement dated December 19, 1989, and known as Trust No. 110025-08

By: _____
Richard M. Daley,
Mayor

By: _____

Attest: _____
Walter S. Kozubowski
City Clerk

Title

Approved:

Attest: _____
Its Secretary

Commissioner
Department of Public Works

Approved as to form and legality

Assistant Corporation Counsel

[(Sub)Exhibits A, B and C attached to this Grant of Easement printed on pages 13406 through 13410 of this Journal.]

State Of Illinois)
) SS.
 County Of Cook)

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

Given under my hand and notarial seal this ____ day of _____, 19 ____.

 Notary Public

(Seal)

My commission expires: _____

State Of Illinois)
) SS.
 County Of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the _____ of the corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as such _____, (s) he signed and delivered the said instrument, and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 1_____.

 Notary Public

(Seal)

My commission expires: _____

(Sub)Exhibit "A"

That part of North Garvey Court and West Haddock Place in Block 17 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the northeast corner of the west half of Lot 2; thence south 1 degree 05 minutes 16 seconds east, along the east line of the aforesaid west half of Lot 2 and its southerly extension, 165.32 feet to the point of intersection with the north line of Lot 7 in Block 17 aforesaid; thence south 89 degrees 51 minutes 37 seconds west, along said north line (being a line drawn 1.00-foot south of and parallel with the south line of West Haddock Place established by ordinance passed September 17, 1852) a distance of 60.69 feet to the point of intersection with the southerly extension of the west line of the east 20.50 feet of Lot 3 in Block 17; thence north 1 degree 04 minutes 52 seconds west, along said west line and its southerly extension, 165.47 feet to the point of intersection with the north line of the aforesaid Lot 3; thence north 90 degrees 00 minutes 00 seconds east, along the north line of the aforesaid Lots 2 and 3, a distance of 60.68 feet to the hereinabove described point of beginning, in Cook County, Illinois.

(Sub)Exhibit "B"
(page 1 of 2)

Legal Description Of Easement Parcel.

Tract 3:

That part of the east half of North Garvey Court (said North Garvey Court being the west half of Lot 2, and the east 20.50 feet of Lot 3, together with the north 1.00-foot of the original 18.00-foot alley lying south of and adjoining the south line of the aforesaid parts of Lots 2 and 3, the south line of said 1.00-foot strip being the north line of West Haddock Place as established by ordinance passed September 17, 1852); lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the north line of said Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the north line of West Haddock Place, and lying below an inclined plane having an elevation of +47.26 feet above Chicago City Datum measured along the north line of said Block 17, and having an elevation of +51.23 feet above Chicago City Datum measured along the north line of West Haddock Place, all in Block 17, in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Area = 4,500.3 square feet or 0.1033 acres

Tract 5:

That part of West Haddock Place as established by ordinance passed September 17, 1852, together with the south 1.00-foot of the original 18.00 foot alley lying north of and adjoining the north line of the west half of Lot 7 and the north line of the east 20.50 feet of Lot 6, all taken as one tract lying east of the southerly extension of the west line of the east 20.50 feet of Lot 3, in Block 17, in the Original Town of Chicago, lying west of the southerly extension of the east line of the west half of Lot 2 in said Block 17, lying above an inclined plane, having an elevation of +21.23 feet above Chicago City Datum, measured along the north line of West Haddock Place aforesaid, and having an elevation of +21.72 feet above Chicago City Datum, measured along the south line of West Haddock Place aforesaid, and lying below an inclined plane, having an elevation of +71.23 feet above Chicago City Datum, measured along the north line of West Haddock Place aforesaid, and having an elevation of +71.72 feet above Chicago City Datum, measured along the south line of West Haddock Place aforesaid, all in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Area = 1,031.7 square feet or 0.0237 acres

(Sub)Exhibit "C".

Legal Description Of Benefitted Parcels.

Tract 1:

Lot 3 (except the east 20.50 feet thereof) together with the north 1.00-foot of the original 18.00-foot alley lying south of and adjoining the south line of said Lot 3, in Block 17 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

And

Lots 1 to 9, both inclusive, in the subdivision of Lot 4 together with the north 1.50 feet of the original 18.00-foot alley lying south of and adjoining the south line of said subdivision of Lot 4, in Block 17 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Area = 20,877.9 square feet or 0.4793 acres

Tract 2:

That part of the west half of North Garvey Court (said North Garvey Court being the west half of Lot 2, and the east 20.50 feet of Lot 3, together with the north 1.00-foot of the original 18.00-foot alley lying south of and adjoining the south line of the aforesaid parts of Lots 2 and 3, the south line of said 1.00-foot strip being the north line of West Haddock Place as established by ordinance passed September 17, 1852) lying above an inclined plane having an elevation of +17.26 feet above Chicago City Datum measured along the north line of Block 17, and having an elevation of +21.23 feet above Chicago City Datum measured along the north line of West Haddock Place, all in Block 17, in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Area = 4,502.5 square feet or 0.1034 acres

Tract 4:

That part of West Haddock Place as established by ordinance passed September 17, 1852, together with the south 1.50 feet of the original 18.00-foot alley lying north of and adjoining the north line of Lot 1 in the Assessor's Division of Lot 5 in Block 17; also, the south 1.00-foot of said original 18.00 foot alley lying north of and adjoining the north line of Lot 6 in said Block 17, all taken as one tract, lying west of the southerly extension of the west line of the east 20.50 feet of Lot 3 in said Block 17, and lying east of the west line of Block 17, and its extensions, in the Original Town of Chicago, in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Area = 2,344.0 square feet or 0.0538 acres

Ordinance associated with this Exhibit "A" printed on pages 13392 through 13396 of this journal.

ADVANCE COPY NO. 1

"A"

Original Town of Chicago in SE 1/4 Sec. 9-39-14. Platted by Canal Commissioners Aug. 4, 1830

"B"

Assessor's Division of Lot 5 Bl. 17 Original Town of Chicago (See "A")

"C"

Sub. of Lot 4 Bl. 17 Original Town of Chicago (See "A")

"D"

Sub. of Lot 8, Bl. 17. Original Town of Chicago (See "A")

"E"

Ord. Establishing Width of Alleys. Passed Sept. 17, 1852 Assessment Confirmed Feb. 14, 1853.

"F"

Assessor's Div. of Lot 1, Bl. 17, Original Town of Chicago (See "A")

"G"

Ordinance for Widening W. South Water St. between W. Lake St. and N. State St. for Widening E. South Water St. between N. State St. and N. Wabash Av. for Widening River St. between N. Wabash Av. and N. Michigan Av. and for opening a N. B. S. St. in the Bl. lying between N. Clark St. N. Dearborn St. W. South Water St. & W. Lake St. Passed Dec. 15, 1919 Order of Possession by Circuit Court May 10, 1937.

①

W. Haddock Place To Be Vacated.

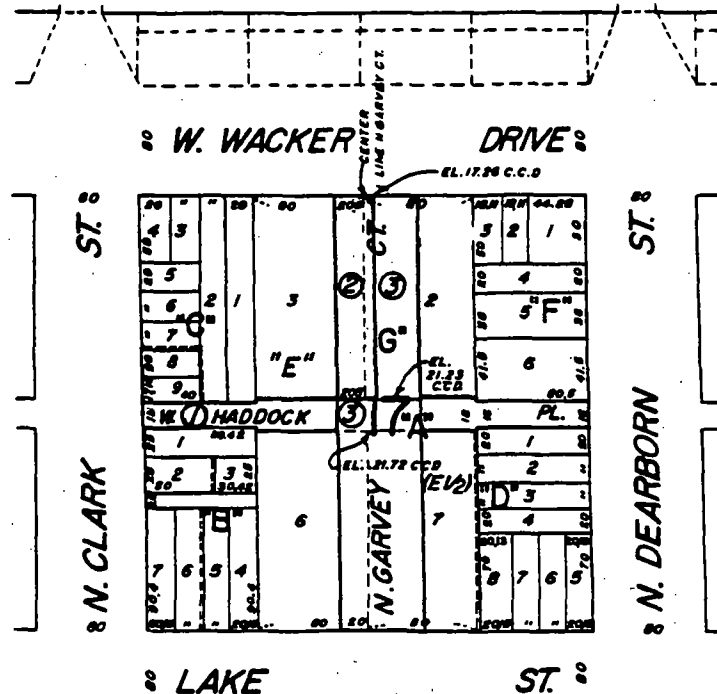
②

W 1/2 N. Garvey Ct. To Be Vacated. above incline plane. (with right to construct support columns).

③

E 1/2 N. Garvey Ct. @ Intersection of W. Haddock Pl. To Be Plaza Easement Area above & below incline plane. (with right to construct support columns & air intake areas).

DR. No. 9-1-90-1443



Ordinance associated with this Exhibit "C" printed on pages 13392 through 13396 of this journal.

NATIONAL SURVEY SERVICE, INC.

Plat

SURVEY NO. N 111063 A.B.C. 19777

SHOWING LAYOUT OF PROPOSED BUILDING ON PROPERTY KNOWN AS: 77 W. WACKER DRIVE, CHICAGO, ILLINOIS. JOB FOR: 77 WEST WACKER LIMITED PARTNERSHIP. ADVANCE COPY 100.

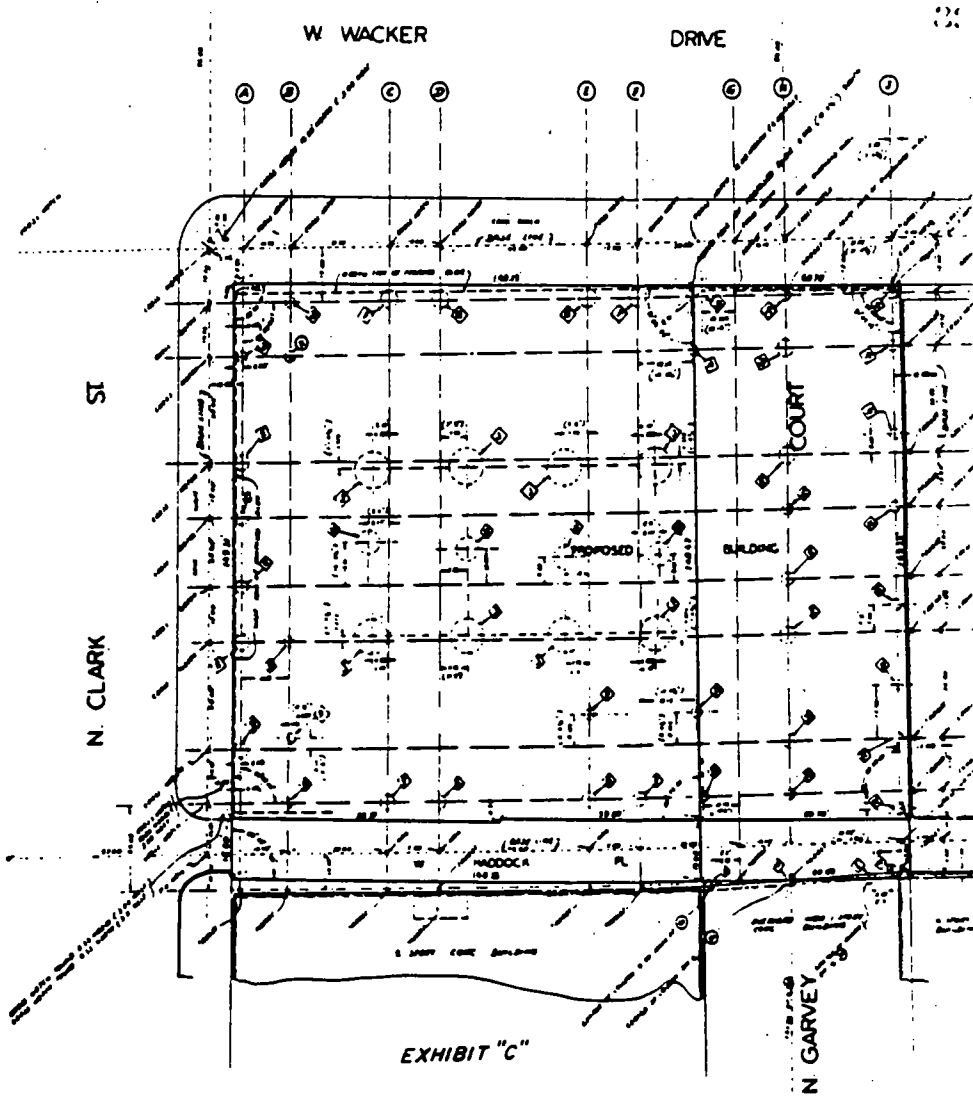


EXHIBIT "C"

MANIPAN CARSON SCHEDULE				
NO.	AREA	AREA	AREA	AREA
1	0.0	0.0	0.0	0.0
2	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0
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17	0.0	0.0	0.0	0.0
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19	0.0	0.0	0.0	0.0
20	0.0	0.0	0.0	0.0
21	0.0	0.0	0.0	0.0
22	0.0	0.0	0.0	0.0
23	0.0	0.0	0.0	0.0
24	0.0	0.0	0.0	0.0
25	0.0	0.0	0.0	0.0
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28	0.0	0.0	0.0	0.0
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46	0.0	0.0	0.0	0.0
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62	0.0	0.0	0.0	0.0
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64	0.0	0.0	0.0	0.0
65	0.0	0.0	0.0	0.0
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92	0.0	0.0	0.0	0.0
93	0.0	0.0	0.0	0.0
94	0.0	0.0	0.0	0.0
95	0.0	0.0	0.0	0.0
96	0.0	0.0	0.0	0.0
97	0.0	0.0	0.0	0.0
98	0.0	0.0	0.0	0.0
99	0.0	0.0	0.0	0.0
100	0.0	0.0	0.0	0.0

NOTE: LAYOUT OF PROPOSED BUILDING BASED UPON ARCHITECTURAL DRAWING BY CHRISTIAN / ROETTER, LTD. CARSON PLAN 1-1 AND LOWER LEVEL FLOOR PLAN 1-2 JOB NO. 68. DATED DEC. 1, 1989.

IMPORTANT

NATIONAL SURVEY SERVICE

OPENING OF PORTION OF SOUTH SANGAMON STREET SOUTH
OF WEST 63RD STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 opening ordinance transmitted herewith of an order passed by the City Council on March 29, 1989 (Council Journal page 26543) and of an opinion dated February 26, 1990 for the City of Chicago (Department of Housing) in connection with the Central Englewood Conservation Area Development for turn around purposes, an area on the east side of South Sangamon Street and located 176.25 feet 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Housing in connection with the Central Englewood Conservation Area Development desires to open, for turn around purposes, an area on the east side of South Sangamon Street and located 176.25 feet south of West 63rd Street; 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:
(South Sangamon Street)

that part of Lots 12 and 13 in Block 3 in Lucy M. Green Addition to Chicago in Section 20, Township 38 North, Range 14 East of the Third Principal Meridian described as follows: beginning at a point on the west line of Lot 12 which is 10.25 feet south of the northwest corner of said Lot 12; thence south on the west line of Lots 12 and 13, a distance of 35.50 feet; thence northeasterly, northerly and northwesterly along a curve convex to the east and having a radius of 34.00 feet, a distance of 37.35 feet to the point of beginning.

SECTION 2. That the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Plat attached to this ordinance printed on
page 13415 of this Journal.]

OPENING OF PORTION OF PUBLIC STREET LYING BETWEEN
NORTH MILWAUKEE AVENUE AND NORTH LIPPS
AVENUE AND DESIGNATION OF SAME AS
"WEST VETERANS PLACE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 1990.

To the President and Members of the City Council:

(Continued on page 13416)

Ordinance associated with this plat printed on pages 13413 through 13414 of this Journal.

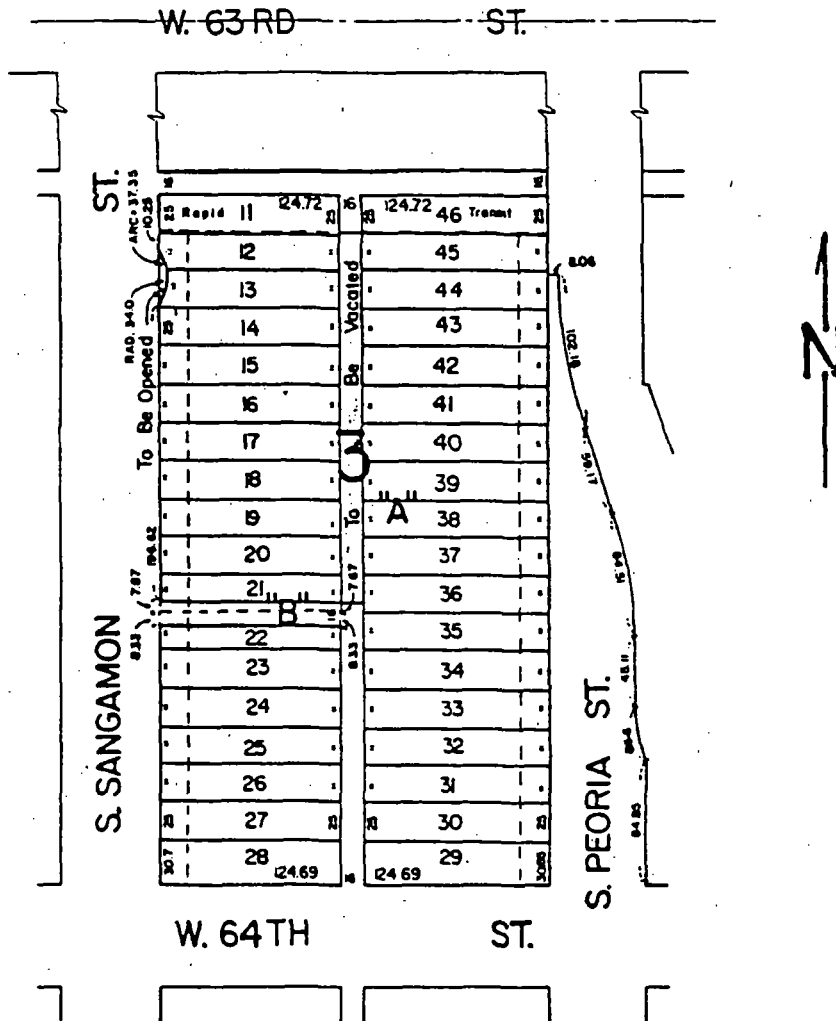
"A"

Lucy M. Green Addition to Chicago in Sec. 20-38-14
Rec. Dec. 13, 1884

"B"

Alley Opened by Resolution of City Council Ordinance Passed March 16, 1955

DR. No. 20-16 -89-1333



(Continued from page 13414)

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on February 28, 1990) whereby the City of Chicago in connection with the Lawrence/Milwaukee Avenue and the C.T.A. Jefferson Park Station area development desires to open a 50-foot northeasterly-southwesterly public street to be designated as West Veterans Place lying between North Milwaukee Avenue and North Lipps Avenue and located 232.65 feet northwesterly of the northwesterly line of West Ainslie Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago in connection with the Lawrence/Milwaukee Avenue and the C.T.A. Jefferson Park Station area development desires to open a 50-foot northeasterly-southwesterly public street to be designated as West Veterans Place, lying between North Milwaukee Avenue and North Lipps Avenue and located 232.65 feet northwesterly of the northwesterly line of West Ainslie Street; 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 to be known as "West Veterans Place":

the southeasterly 50 feet of Lot 9 in Block 42 in the Village of Jefferson in the southeast quarter of the southwest quarter south of the I.B.L. of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian.

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

[Drawing attached to this ordinance printed on page
13418 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF ANDREA TERRACE SUBDIVISION ON PORTION
OF FORMER CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD RIGHT-OF-WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 7, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Andrea Terrace Subdivision being 50 feet in width occupying the width of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and lying between the south line of West Belmont Avenue and the north line of West George Street, located along the west line of North Nashville Avenue and its northerly extension.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

(Continued on page 13419)

Ordinance associated with this drawing printed on pages 13414 through 13417 of this Journal.

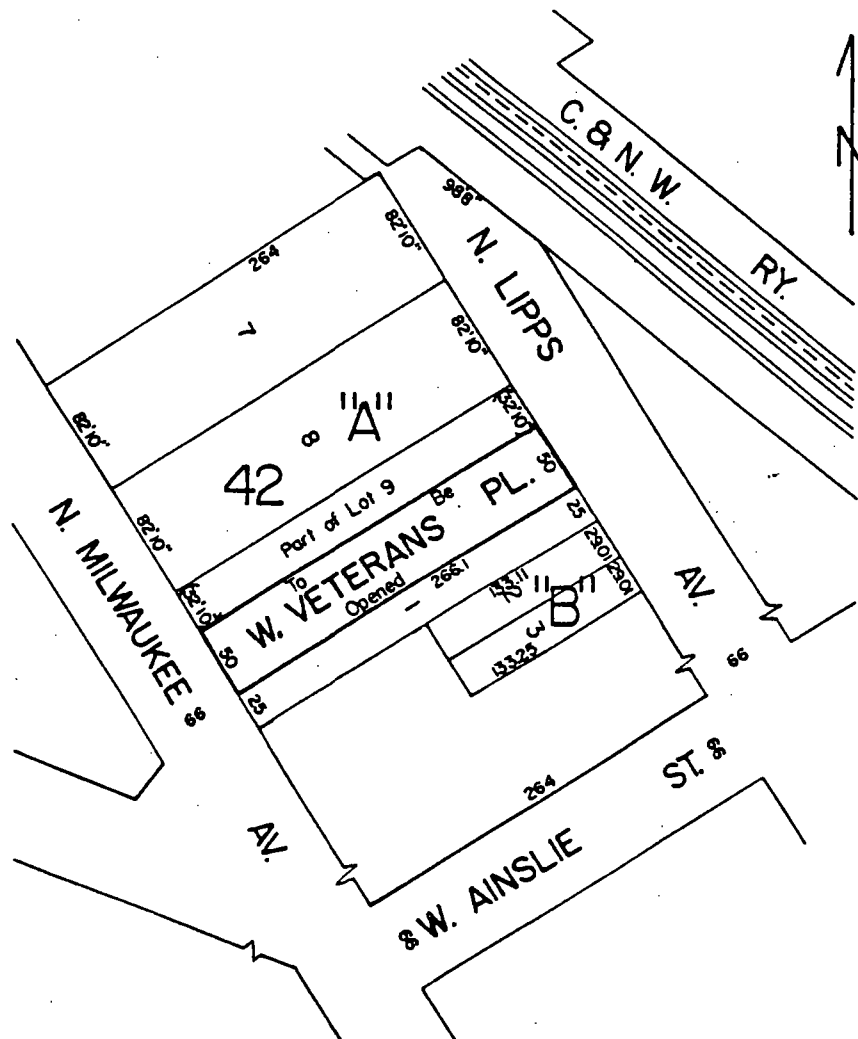
"A"

The Village of Jefferson in the S.E. 1/4 of the S.W. 1/4 south of the I.B.L. of Section 9, Township 40 North, Range 13 East of the Third Principal Meridian

"B"

Owner's and Trustees' Division of Lot 10 Blk. 42 Village of Jefferson in Secs. 8, 9 and 16 40 13

DR. No. 9-45-89-1330



(Continued from page 13417)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Andrea Terrace Subdivision being 50 feet in width occupying the width of the former Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way and lying between the south line of West Belmont Avenue and the north line of West George Street, located along the west line of North Nashville Avenue and its northerly extension, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 30-36-90-1445).

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

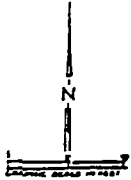
[Plat attached to this ordinance printed on page 13420
of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF EGANDALE RESUBDIVISION IN BLOCK BOUNDED
BY EAST 53RD STREET, EAST 54TH STREET,
SOUTH DREXEL AVENUE AND SOUTH
INGLESIDE AVENUE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 13421)

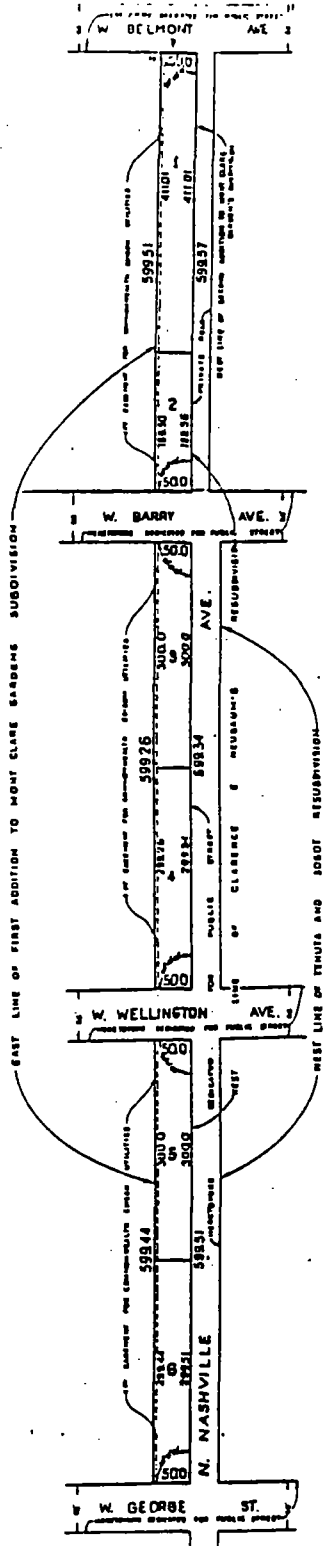
Ordinance associated with this plat printed on pages 13417 through 13419 of this Journal.



ANDREA TERRACE SUBDIVISION

THIS A SUBDIVISION OF THE 2000 EAST 2/3 OF SECTION 30 IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Dr. No. 30-36-90-1445



(Continued from page 13419)

CHICAGO, March 19, 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) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Egandale Resubdivision in the block bounded by East 53rd Street, East 54th Street, South Drexel Avenue and South Ingleside Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Egandale Resubdivision in the block bounded by East 53rd Street, East 54th Street, South Drexel Avenue and South Ingleside Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 11-4-90-1447).

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

[Plat attached to this ordinance printed on page 13423 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF JOZEF PILSUDSKI SUBDIVISION ON PORTION
OF NORTH NAGLE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 28, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Jozef Pilsudski Subdivision having a frontage of 50 feet along the east line of North Nagle Avenue and located 241.50 feet north of the northerly line of West Belmont Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

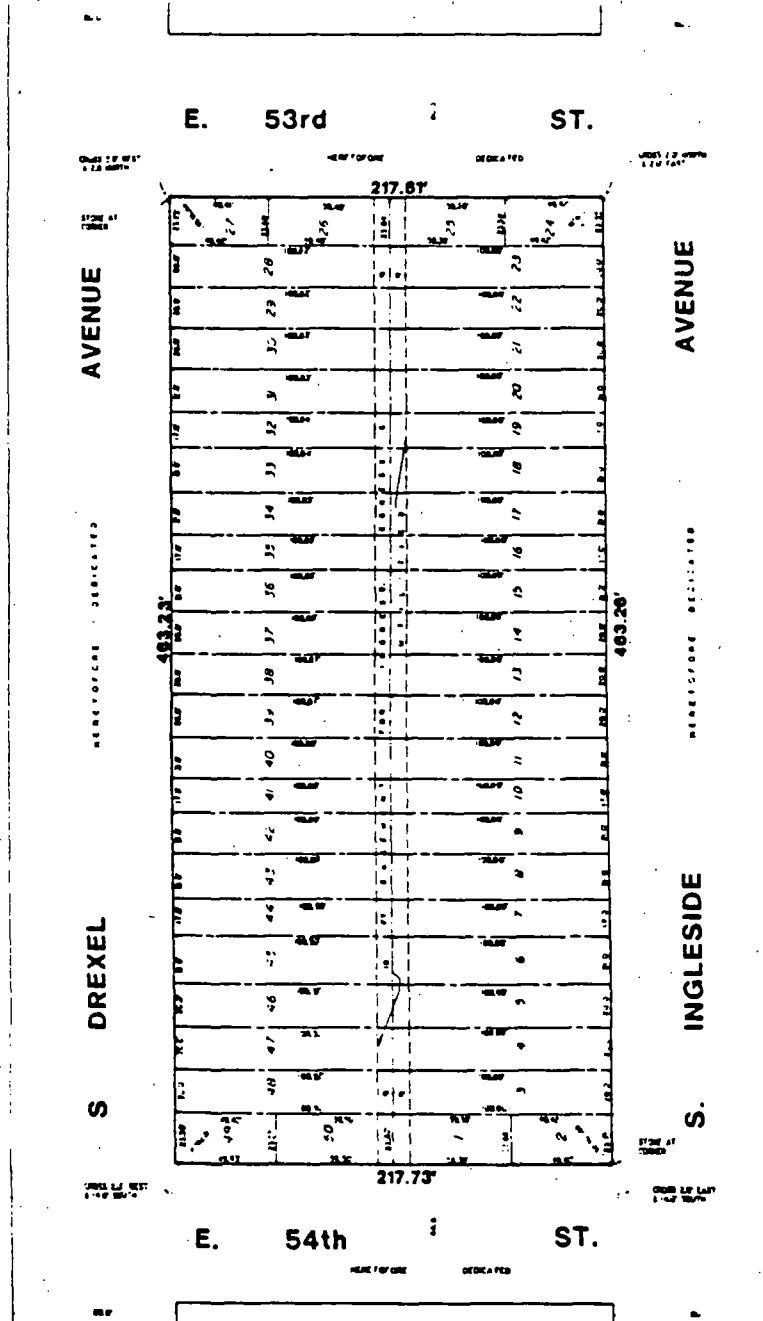
Nays -- None.

(Continued on page 13424)

Ordinance associated with this plat printed on pages 13419 through 13422 of this Journal.

PROPOSED EGANDALE RESUBDIVISION

DR. No. 11-4-90-1447



(Continued from page 13422)

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 Jozef Pilsudski Subdivision having a frontage of 50 feet along the east line of North Nagle Avenue and located 241.50 feet north of the northerly line of West Belmont Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat.

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

[Plats attached to this ordinance printed on pages 13425
through 13426 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
MIDWEST SEAFOODS RESUBDIVISION AT INTERSECTION
OF WEST 18TH STREET AND SOUTH
CANAL STREET.

The Committee on Streets and Alleys submitted the following report:

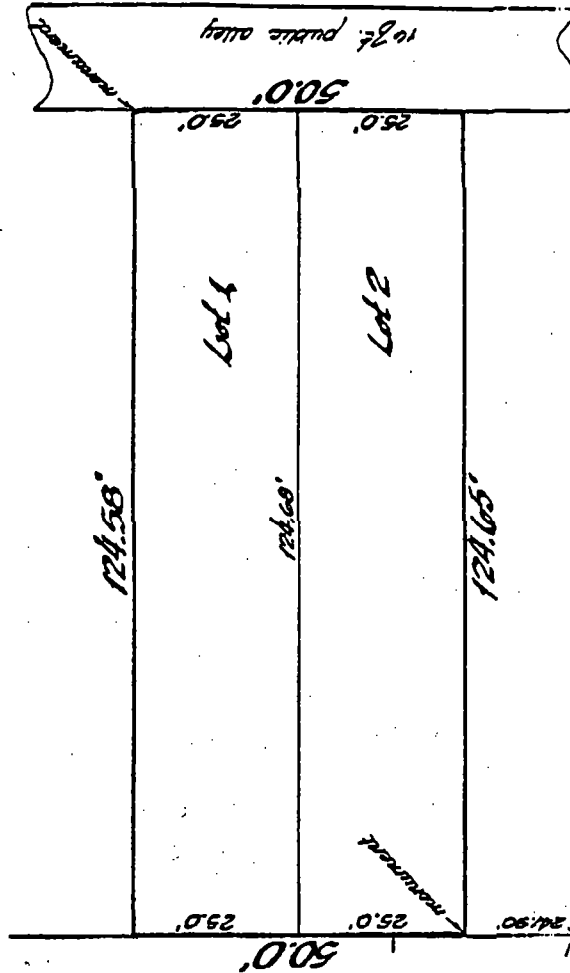
CHICAGO, March 14, 1990.

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) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Midwest Seafoods Resubdivision located at the southeast corner of West 18th Street and South Canal Street having a frontage of 219.50 feet along the south line of West 18th Street and a frontage of 630.49 feet along the east line of South Canal Street.

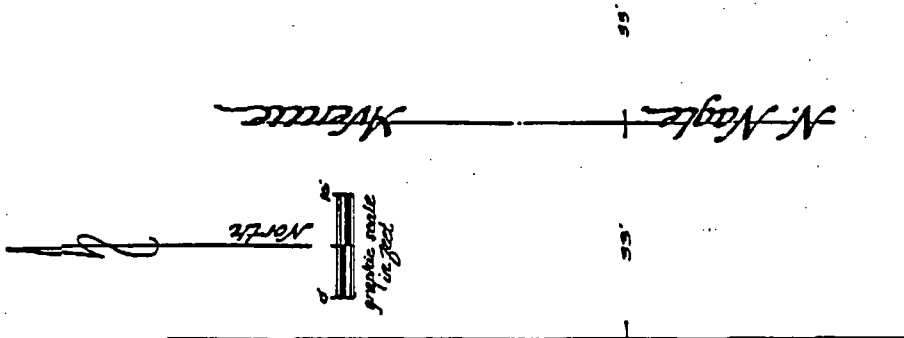
(Continued on page 13427)

Jozef Pilsudski Resubdivision
 of part of the Southeast 1/4 of Section 19, township 40
 north, range 13, east of the third principal meridian
 in Cook County, Illinois.



Prepared by:
LAWRENCE LARSEN & ASSOC., INC.
 LAND SURVEYORS
 5453 W. FOSTER AVENUE
 CHICAGO, IL 60630
 774-0048
 774-1851

N. line of Edmont Avenue
 line 33' north of the south line of E 1/2 of SE 1/4
 of Sec. 19-40-13.



order no: 3227 N. Nagle Ave.
 Chicago, Illinois
 Page 1 of 2 pages

Ordinance associated with this plat printed on pages 13422 through 13424 of this Journal.

Jozef Pilsudski Resubdivision

STATE OF ILLINOIS) SS
 COUNTY OF COOK)

1. LAWRENCE T. LARSEN, AN ILLINOIS REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND RESUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY TO WIT:

LOT 8 IN OLIVER L. WATSON'S RESUBDIVISION OF LOTS 27 TO 41 AND LOTS 57 TO 69 EXCLUSIVE IN OLIVER L. WATSON'S SECOND BELMONT ACQUISITION TO CHICAGO, IN THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE TRUED PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

IT IS FURTHER CERTIFIED THAT THE RESUBDIVISION DESCRIBED HEREIN IS LOCATED IN COMMUNITY PARK, WINDSOR OF THE FEDERAL HOUSING ADMINISTRATION ACT, WHICH IS AN AREA OF EFFECTIVE DATE OF SAID MAP IS _____

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND RESUBDIVISION, DIMENSIONS ARE SHOWN IN FEET AND DECIMAL FRACTIONS AND ARE CORRECT AT A TEMPERATURE OF 68° FAHRENHEIT.

I FURTHER CERTIFY THAT THE LAND INCLUDED IN THE RESUBDIVISION DESCRIBED HEREIN IS WITHIN THE CORPORATE LIMITS OF THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE.

DATED AT CHICAGO THIS _____ DAY OF _____ A.D. 1989



ILLINOIS REGISTERED LAND SURVEYOR NO. 2772

order no.: 9227 N. Nagle Ave.
Chicago, Illinois
Page 2 of 2 pages

Prepared by:
LAWRENCE LARSEN & ASSOC., INC.
LAND SURVEYORS
8233 W. FOSTER AVENUE
CHICAGO, IL 60638
774-4040
774-1881

AND
 WISLAW AND WIFE AS OWNERS OF THE PROPERTY DESCRIBED HEREON HEREBY CONSENT TO THE RESUBDIVISION OF SAID PROPERTY AS SHOWN ON THE PLAT HEREON DRAWN.
 DATED THIS _____ DAY OF _____, 1989.

OWNER _____

STATE OF ILLINOIS) SS
 COUNTY OF _____)

I, A NOTARY PUBLIC IN AND FOR SAID STATE, DO HEREBY CERTIFY THAT _____ AND _____ WHO ARE PERSONALLY KNOWN TO ME THE SAID PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

DATED THIS _____ DAY OF _____, 1989

NOTARY PUBLIC _____

STATE OF ILLINOIS) SS
 COUNTY OF _____)

AS NOTICED HOLDER OF THE PROPERTY DESCRIBED HEREON DOES HEREBY CONSENT TO THE RESUBDIVISION OF SAID PROPERTY AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS _____ DAY OF _____, 1989

PRESIDENT _____

SECRETARY _____

STATE OF ILLINOIS) SS
 COUNTY OF _____)

I, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT _____ AND _____ WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH _____ PRESIDENT AND SECRETARY OF _____ APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 1989.

NOTARY PUBLIC _____

(Continued from page 13424)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Midwest Seafoods Resubdivision located at the southeast corner of West 18th Street and South Canal Street having a frontage of 219.50 feet along the south line of West 18th Street and a frontage of 630.49 feet along the east line of South Canal Street, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 21-25-90-1451).

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

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF PAM'S SUBDIVISION AT INTERSECTION OF
WEST FLOURNOY STREET AND SOUTH
RACINE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 28, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pam's Subdivision located at the southwest corner of the intersection of West Flournoy Street and South Racine Avenue having a frontage of 183.11 feet along South Racine Avenue and 125.12 feet along West Flournoy Street, as shown on the attached plat.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pam's Subdivision located at the southwest corner of the intersection of West Flournoy Street and South Racine Avenue having a frontage of 183.11 feet along South Racine Avenue and 125.12 feet along West Flournoy Street, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 17-1-90-1464).

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

[Plat attached to this ordinance printed on page 13430
of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
THADDEUS KOSCIUSKO SUBDIVISION ON PORTION
OF NORTH OCTAVIA AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Thaddeus Kosciusko Subdivision having a frontage of 60 feet along the east line of North Octavia Avenue and located 66.30 feet north of the northerly line of West School Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

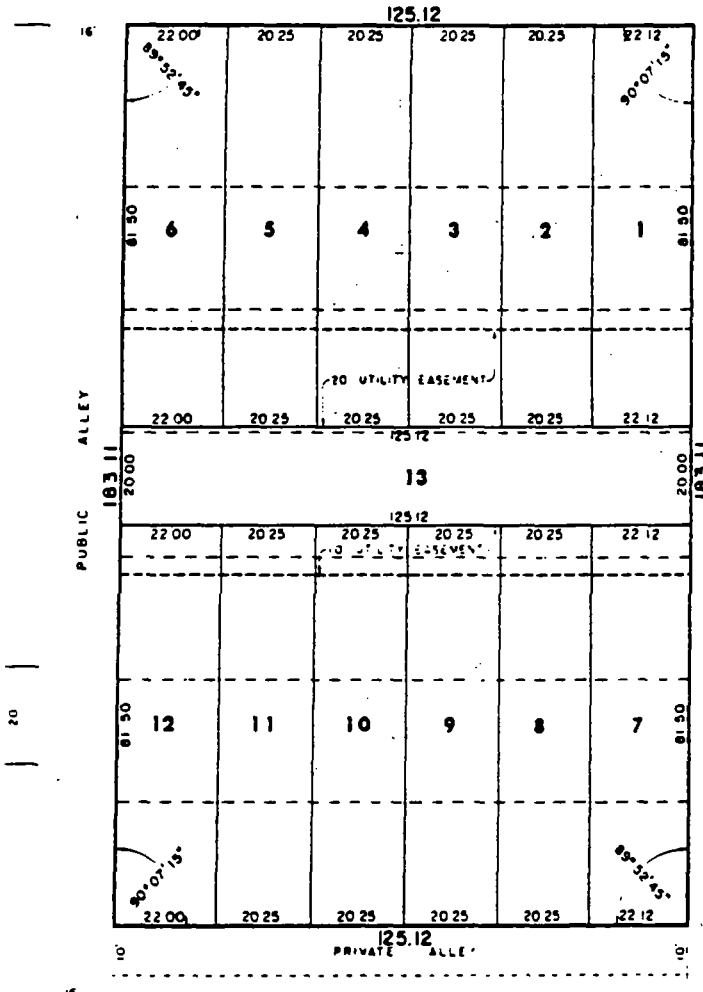
(Continued on page 13431)

Ordinance associated with this plat printed on pages 13428 through 13429 of this Journal.

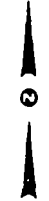
PROPOSED PAM'S RESUBDIVISION

W. FLOURNOY STREET

DR. No. 17-1-90-1464



AVENUE



SCALE 1"=40'

S. RACINE

(Continued from page 13429)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Thaddeus Kosciusko Subdivision having a frontage of 60 feet along the east line of North Octavia Avenue and located 66.30 feet north of the northerly line of West School Street, as shown on the attached plat, when the necessary certificates are shown on said plat.

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

[Plat attached to this ordinance printed on
page 13432 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF RESUBDIVISION NORTH OF INTERSECTION OF
WEST 114TH PLACE AND SOUTH
LONGWOOD DRIVE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 1990.

To the President and Members of the City Council:

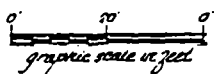
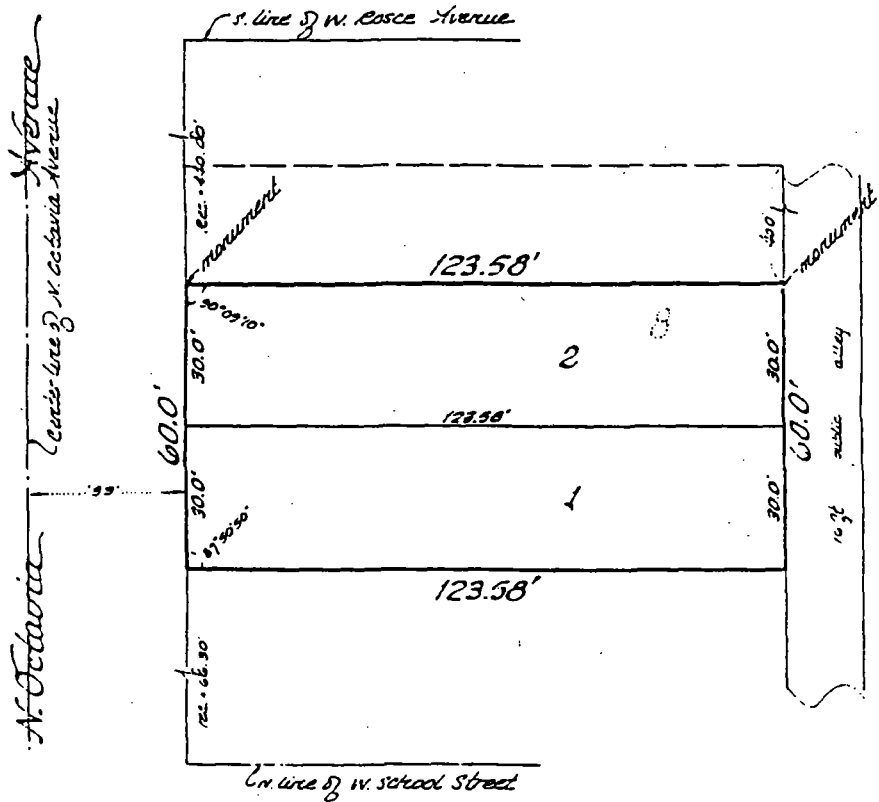
(Continued on page 13433)

Ordinance associated with this plat printed on pages 13429 through 13431 of this Journal.

Thaddeus Kosciuszko Resubdivision

LOT 2 (EXCEPT THE NORTH 40 FEET THEREOF) IN GRINDER W. PRASSAR'S BELMONT HIGHLANDS IN THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 24, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SOUTH OF THE INDIAN BOUNDARY LINE AND IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 12, LYING NORTH OF THE CENTER LINE OF BELMONT AVE. IN COOK COUNTY, ILLINOIS.

North



Page 1 of 2 pages
order no. 3307 N. Octavia Ave.

LAWRENCE LARSEN & ASSOC., INC.
LAND SURVEYORS
1835 W. FOSTER AVENUE
CHICAGO, IL 60630

774-4040
774-1881

(Continued from page 13431)

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) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located 423.00 feet northerly of the northwesterly corner of the intersection of West 114th Place and South Longwood Drive.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located 423.00 feet northerly of the northwesterly corner of the intersection of West 114th Place and South Longwood Drive as measured along the westerly line of South Longwood Drive, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 19-19-90-1450).

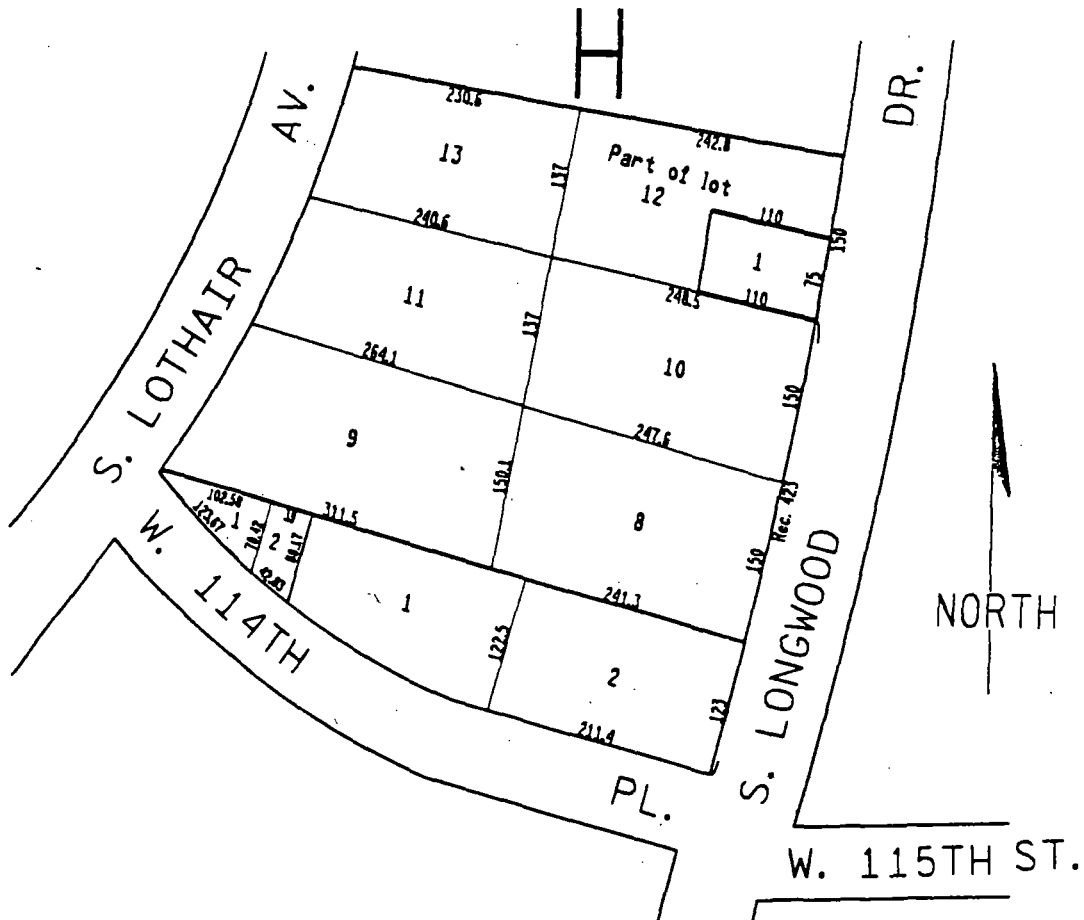
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 13434
of this Journal.]

Ordinance associated with this plat printed on pages 13431 through 13433 of this Journal.

Resubdivision of part of Lot 12 in Blk. H in the Resub. of Blks. A-F, etc. in Sec. 19-37-14.

Dr. No. 19-19-90-1450



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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 order transmitted herewith (referred on January 19, February 7 and 28, 1990) 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 specified parking facilities.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

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

Bakery Residences.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provision 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 property located at 2212 -- 2218 North Lincoln Avenue, known as the Bakery Residences, said property being developed by Schroeder Murchie Laya Associates, Limited, Owner Group I Properties, Mr. Thomas Riggs.

Century 21/Homefinder's U.S.A.

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 Century 21/Homefinder's U.S.A., 4854 South Pulaski Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Mr. Tony Dominici.

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 Tony Dominici, 7007 South Pulaski Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

Garfield Ridge Pharmacy.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago the Commissioner of Public Works is hereby authorized and directed to exempt the Garfield Ridge Pharmacy, 6456 West 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 upon its passage and due publication.

Hegewisch Branch Library.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago the Commissioner of Public Works is hereby authorized and directed to exempt the Hegewisch Branch Library, East 130th Street and South Houston Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility immediately adjacent to South Houston Avenue.

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

Sporto Rehabilitation Limited.

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 Sporto Rehabilitation Limited, 6917 West 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.

1123 -- 1129 West Thorndale Avenue.

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 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 the parking lot located at 1123 -- 1129 West Thorndale Avenue.

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

PORTION OF NORTH WAYNE AVENUE TO RECEIVE
HONORARY DESIGNATION OF "CARMELITO
LLAPITAN COURT".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 7, 1990) that that portion of North Wayne Avenue lying between 3900 North and 4000 North be given the honorary street 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That 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.

DESIGNATION OF AREA BOUNDED BY NORTH KIMBALL
AVENUE, NORTH PULASKI ROAD, WEST DIVERSEY
AVENUE AND WEST BELMONT AVENUE
AS "POLISH VILLAGE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 28, 1990) that the Commissioner of Public Works is hereby authorized and directed to designate the area bounded by North Kimball Avenue on the east, North Pulaski Road on the west, West Diversey Avenue on the south and West Belmont Avenue on the north be given the honorary street name of Polish Village.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to designate the area bounded by North Kimball Avenue on the east, North Pulaski Road on the west, West Diversey Avenue on the south and West Belmont Avenue on the north as "Polish Village"; and, further, that the Commissioner of Public Works shall take the necessary action for standardization of same.

PORTION OF NORTH TROY STREET TO RECEIVE HONORARY
DESIGNATION OF "TORAH V' CHESED DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 28, 1990) that the Commissioner of Public Works shall take the necessary action for standardization of North Troy Street between Devon and the first alley south thereof be given the honorary street name of "Torah V' Chesed Drive".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of North Troy Street between West Devon Avenue and the first alley south thereof as "Torah V Chesed Drive".

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

REPEAL OF ORDINANCE WHICH DESIGNATED NORTHEAST CORNER
OF WEST 81ST STREET AND SOUTH CALIFORNIA AVENUE
AS "FATHER JAMES J. DONLAN DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 repealing ordinance transmitted herewith (referred on January 19, 1990). An ordinance passed by the City Council December 6, 1989 (Council Journal page 10312) authorizing the erection of an honorary street sign name for Father James J. Donlan Drive located at the northeast corner of West 81st Street and South California Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 4, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorized erection of honorary street sign names, the Commissioner of Public Works shall take the necessary action to repeal the standardization of the northeast corner of West 81st Street and South California Avenue as "Father James J. Donlan Drive".

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

NORTHWEST CORNER OF WEST 81ST STREET AND SOUTH CALIFORNIA
AVENUE AND SOUTHEAST CORNER OF WEST 81ST STREET
AND SOUTH MOZART STREET TO RECEIVE
HONORARY DESIGNATION OF "FATHER
JAMES J. DONLAN DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 January 19, 1990) that the Commissioner of Public Works designate the northwest corner of West 81st Street and South California Avenue and the southeast corner of West 81st Street and South Mozart Street (2825 West 81st Street) as "Father James J. Donlan Drive" and to erect appropriate street signs at said locations.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

Ordered, That the Commissioner of Public Works designate the northwest corner of West 81st Street and South California Avenue and the southeast corner of West 81st Street and South Mozart Street (2825 West 81st Street) as "Father James J. Donlan Drive" and to erect appropriate street name signs at said locations.

GRANT OF EASEMENT TO METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND
OPERATION OF INDUSTRIAL WASTE SAMPLING
STATIONS ON PORTIONS OF NORTH TRIPP
AVENUE AND WEST FULLERTON
AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 Grant of Easement and Construction, Operation and Maintenance Agreement and ordinance between the City of Chicago and the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.").

The City desires to grant an easement to M.W.R.D., to construct, reconstruct, repair, maintain and operate the facilities together with appurtenances thereto 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 rights-of-way of said facilities within Tripp Avenue and Fullerton Avenue. And, the Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.") desires to construct and operate two (2) industrial waste sampling stations with appurtenances thereto within the westerly right-of-way of Tripp Avenue between Belmont Avenue and vacated Barry Avenue, also within the right-of-way of Fullerton Avenue between Western and Oakley Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Metropolitan Water Reclamation District of Greater Chicago ("M.W.R.D.") desires to construct and operate two (2) industrial waste sampling stations with appurtenances thereto within the westerly right-of-way of North Tripp Avenue between West Belmont Avenue and vacated West Barry Avenue, also within the right-of-way of West Fullerton Avenue between North Western Avenue and North Oakley Street; and

WHEREAS, The M.W.R.D. is desirous of receiving an easement for the subject property until such time as M.W.R.D. ceases to operate its facilities 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 _____, 1989, 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 two (2) industrial waste sampling stations facilities together with appurtenances thereto within a portion of North Tripp Avenue between West Belmont Avenue and vacated West Barry Avenue and also that portion of West Fullerton Avenue between North Oakley Street and North Western Avenue; 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 the facilities together with appurtenances thereto, upon, under, and through all the streets, highways, public alleys, public lands, public right-of-way and public easements of the City of Chicago within the territorial limits of said City traversed by the rights-of-way of said facilities within North Tripp Avenue and West Fullerton 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. easements for the construction, maintenance and operation of the facilities for as long as the M.W.R.D. operates the facilities, upon, across, under and through the real property legally described as follows:

A strip of right-of-way of Tripp Avenue in the north half of Section 27, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, more particularly described as follows:

commencing at the intersection of the northerly right-of-way line of Barry Avenue and the easterly right-of-way line of Tripp Avenue; thence westerly along the said northerly right-of-way line extended, 66.00 feet more or less, to a point of intersection on the westerly right-of-way line of Tripp Avenue; thence southerly along the said westerly right-of-way line, 25.00 feet to the point of beginning; thence continuing along the aforesaid westerly right-of-way line, 66.00 feet; thence easterly along a line parallel with the aforesaid northerly right-of-way line extended, 20.00 feet; thence northerly along a line parallel with the aforementioned westerly right-of-way line, 66.00 feet; thence westerly along a line parallel with the aforementioned northerly line extended 20.00 feet to the point of beginning,

all as shown on a plat marked Exhibit 2A attached hereto and made a part hereof,

Also

A strip of right-of-way of West Fullerton Avenue in the south half of Section 30, Township 40 North, Range 14 East of the Third Principal Meridian in Cook County Illinois, more particularly described as follows:

commencing at the intersection of the easterly right-of-way line of Western Avenue and the northerly right-of-way line of Fullerton Avenue; thence continuing along the said northerly right-of-way line, 242.00 feet to the point of beginning; thence continuing along the last described line, 100.00 feet; thence southerly along a line parallel with the said easterly right-of-way line, 20.00 feet; thence westerly along a line parallel with the aforesaid northerly right-of-way line, 85.00 feet; thence southerly along a line parallel with the aforesaid easterly right-of-way line, 20.00 feet; thence westerly along a line parallel with the aforementioned northerly right-of-way line, 15.00 feet; thence northerly along a line parallel with the aforementioned easterly right-of-way line, 40.00 feet to the point of beginning,

all as shown on a plat marked Exhibit 2A 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 facilities. 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 facilities 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 Plans And Specifications.

The City shall have the right to review and approve plans and specifications pertaining to the facilities prior to the construction or repair of the facilities. 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 facilities 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 facilities or peripheral thereto which may be disturbed or interfered with by the construction, reconstruction, maintenance, repair or operation of the facilities. 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 facilities, 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 facilities 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 facilities. 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 facilities.

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 facilities, 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 facilities 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 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 facilities.

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 facilities 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 facilities 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 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.]

[Exhibits "1A" and "2A" attached to this Grant of Easement, Construction, Operation and Maintenance Agreement printed on pages 13452 through 13453 of this Journal.]

PROHIBITION OF PEDDLING WITHIN
TWENTY-THIRD WARD.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 13454)

EXHIBIT 1A

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
AND



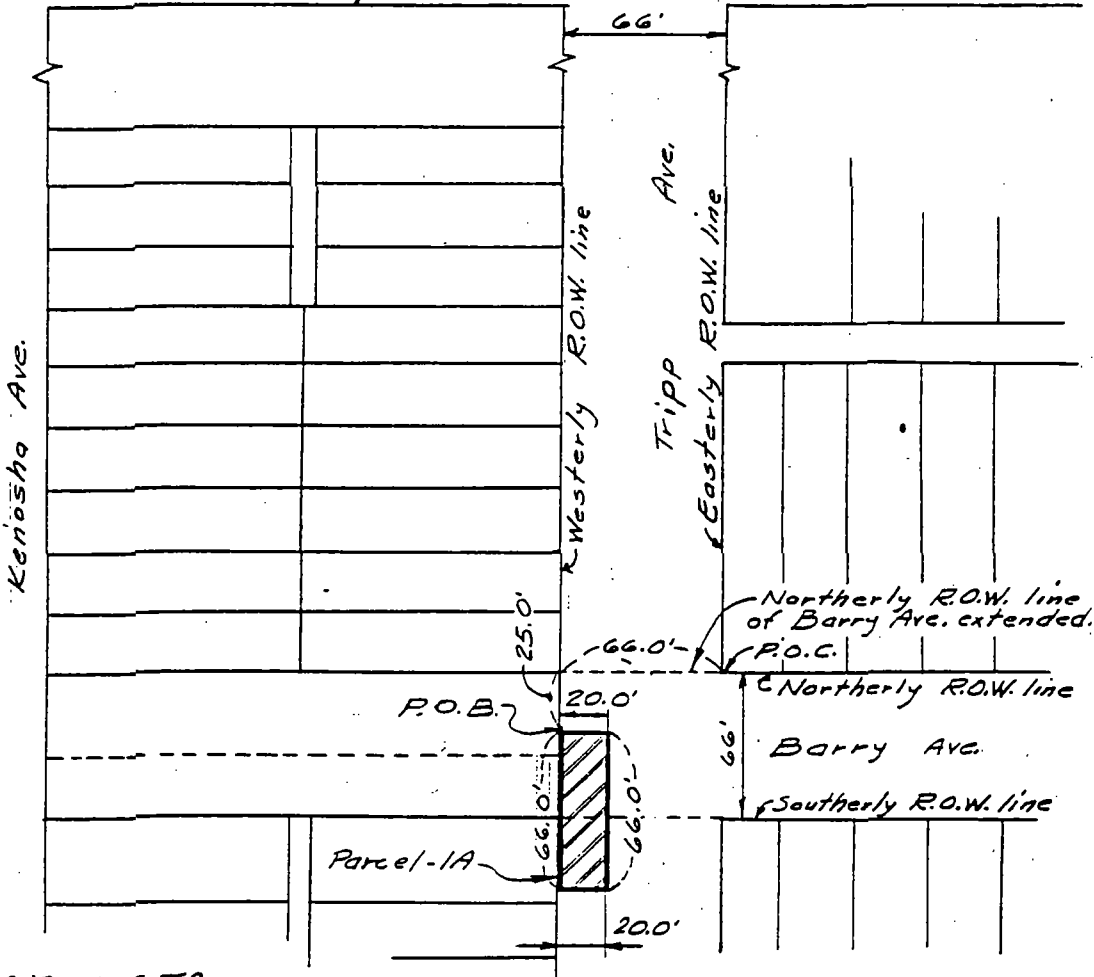
City of Chicago

GRANTOR(S)

N. line N¹/₂ Sec. 27-40-13

Belmont Ave.

Ave.



M. GIACOBBE JR

NEGOTIATOR

Mazeika

DRAWN BY

1-11-90

DATE

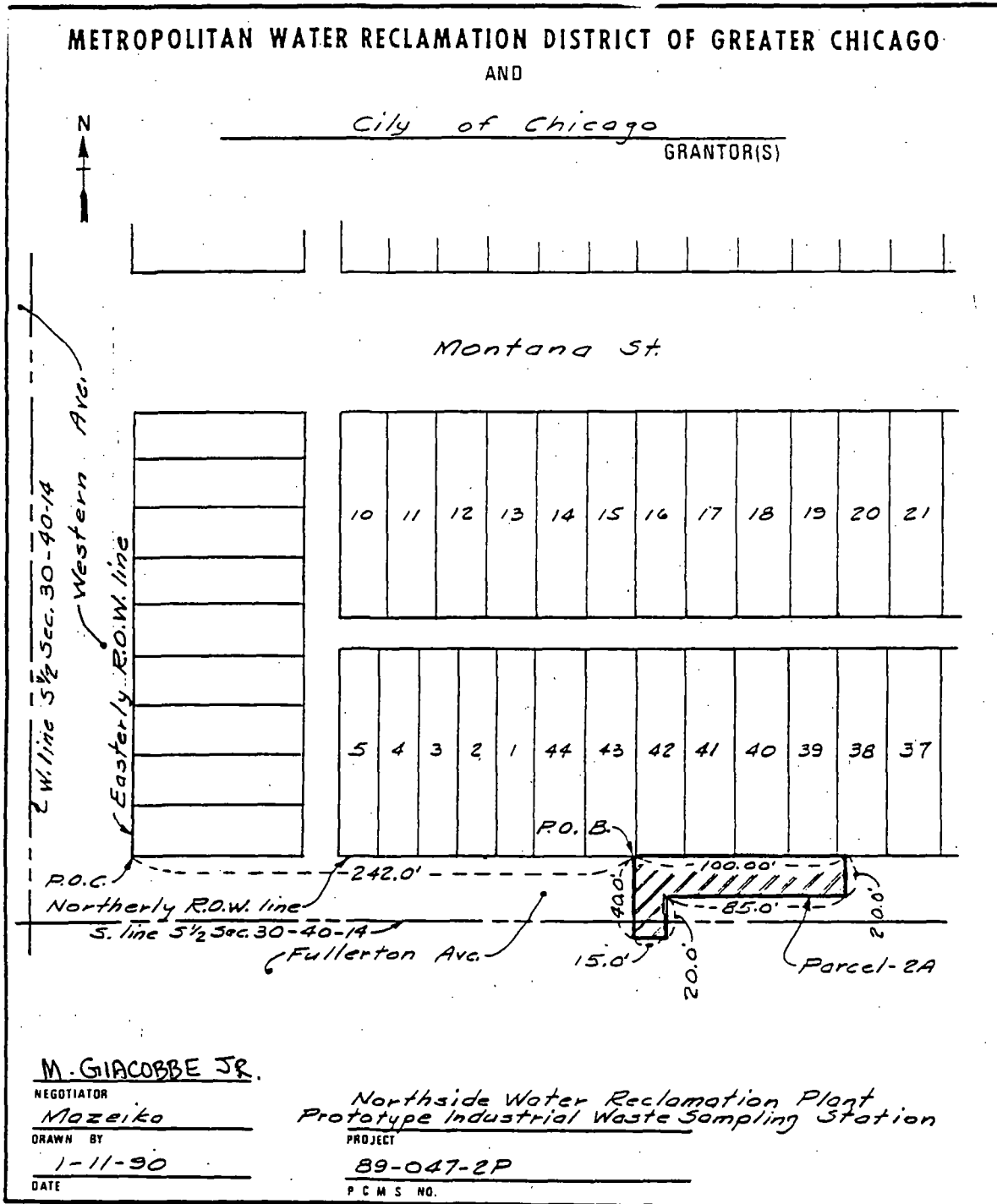
Northside Water Reclamation Plant
Prototype Industrial Waste Sampling Station

PROJECT

89-047-2P

P C M S NO.

EXHIBIT 2A



(Continued from page 13451)

CHICAGO, March 14, 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 February 7, 1990) pursuant to Section 160-13 of the Municipal Code, no person shall engage in peddling at any time within the 23rd Ward of the City of Chicago.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 160-13 of the Municipal Code, no person shall engage in peddling at any time within the 23rd 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.

IMPROVEMENT OF ALLEY IN AREA BOUNDED BY EAST 79TH
STREET, EAST 80TH STREET, SOUTH ANTHONY
AVENUE AND SOUTH DANTE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 7, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to alley improvement in the alley located at East 79th Street to East 80th Street, bounded by South Anthony Avenue and South Dante 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 order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to alley improvement in the alley located at East 79th Street to East 80th Street, bounded by South Anthony Avenue and South Dante Avenue.

AMENDMENT OF ORDER WHICH AUTHORIZED ISSUANCE OF
PERMITS TO CHALET NURSERY FOR INSTALLATION
OF TREES, TREE GRATES AND TREE CUTS
ON PUBLIC WAY ADJACENT TO
159 WEST ERIE STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 amending order transmitted herewith (referred on February 7, 1990) that the order passed by the City Council on December 20, 1989 (Council Journal pages 10318 -- 10319) ordering the Commissioner of Public Works to issue the necessary permit to Chalet Nursery to install trees, tree grates, and tree cuts on the public right-of-way adjacent to the premises known as 159 West Erie Street, be and the same is hereby amended by inserting "four trees" in lieu of "trees".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the order passed by the City Council on December 20, 1989 and found on Council Journal pages 10318 and 10319, ordering the Commissioner of Public Works to issue the necessary permit the Chalet Nursery to install trees, tree grates and tree cuts on the public right-of-way adjacent to the premises commonly known as 159 West Erie Street be, and the same is hereby amended by inserting "four trees" in lieu of "trees".

PERMISSION GRANTED TO ART IN PROGRESS FOR CONSTRUCTION
NECESSARY TO HOLD PREMIER THEME PARTY
AT 200 EAST OHIO STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 14, 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 February 7, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Art in Progress, c/o Donald F. Olson, Director of Operations, 200 East Ohio Street, to reserve two metered spaces, Nos. 1617 and 1624 in front of 200 East Ohio Street, for the construction of scaffolding towers approximately 12 feet high; follow spots so that guests approaching the entrance are highlighted with lights; wrap rope lights for a spiraling effect around the towers; construct a truss across the entrance way to support a moonflower or

mirrorball; install a sound system for music (which will be hidden); and laying of red carpeting from the curb to the entrance of the building at 200 East Ohio Street, for the conduct of a Premier Theme Party on Wednesday, March 21, 1990, during the hours of 5:30 P.M. and 9:00 P.M.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Art in Progress, c/o Donald F. Olson, Director of Operations, 200 East Ohio Street, to reserve two metered spaces, Nos. 1617 and 1624 in front of 200 East Ohio Street, for the construction of scaffolding towers approximately 12 feet high; follow spots so that guests approaching the entrance are highlighted with lights; wrap rope lights for a spiraling effect around the towers; construct a truss across the entrance way to support a moonflower or mirrorball; install a sound system for music (which will be hidden); and laying of red carpeting from the curb to the entrance of the building at 200 East Ohio Street, for the conduct of a Premier Theme Party on Wednesday, March 21, 1990, during the hours of 5:30 P.M. and 9:00 P.M.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**LOADING ZONES ESTABLISHED AND AMENDED ON
PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 21, 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, 29, December 6, 13 and 20, 1989 and January 19, 1990) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinances transmitted herewith.

- This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read 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 Addison Street	At 5447 -- handicapped loading zone;
North Ashland Avenue (East side)	From a point 120 feet north of West Blackhawk Street, to a point 43 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- 90-65;
West Bryn Mawr Avenue (South side)	From North Harlem Avenue to North Oketo Avenue -- 7:00 A.M. to 4:00 P.M.;
West Catalpa Avenue (South side)	From a point 35 feet west of North Kedzie Avenue, to a point 70 feet west thereof;
North Clark Street (East side)	From a point 235 feet south of North Racine Avenue, to a point 45 feet south thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North Clark Street (East side)	From a point 25 feet south of West Illinois Street, to a point 45 feet south thereof -- 11:30 A.M. to 12:00 Midnight -- all days;
East Delaware Place (North side)	From a point 117 feet west of North Michigan Avenue, to a point 117 feet west thereof -- loading and unloading zone only, tow-away zone;
West Fullerton Avenue (North side)	From a point 60 feet east of North Janssen Avenue, to a point 32 feet east thereof -- 90-95;

Public Way	Distance And Hours
West Grand Avenue (South side)	From a point 17 feet east of North Orleans Street, to a point 40 feet east thereof -- 9:00 A.M. to 1:00 A.M. -- at all times;
West Hubbard Street (South side)	From a point 115 feet west of North State Street, to a point 32 feet west thereof -- at all times;
West Hubbard Street (North side)	From a point 20 feet west of North State Street, to a point 25 feet west thereof -- at all times;
East Illinois Street (South side)	From a point 95 feet east of North State Street, to a point 35 feet east thereof -- 12:00 Noon to 12:00 Midnight -- Monday through Saturday;
West Illinois Street (North side)	From a point 35 feet west of North LaSalle Street, to a point 40 feet west thereof -- 9:30 A.M. to 12:00 Midnight;
South Kedzie Avenue (West side)	From a point 165 feet north of West 45th P/L, to a point 45 feet north thereof -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday;
West Oakdale Avenue (South side)	From a point 75 feet west of North Southport Avenue, to a point 25 feet west thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday;
West Ohio Street (North side)	From a point 75 feet west of North Elizabeth Street, to a point 25 feet west thereof -- handicapped loading zone -- at all times;
East Ontario Street (North side)	From a point 183 feet west of North Fairbanks Court, to a point 25 feet west thereof -- no loading and unloading zone -- 11:00 A.M. to 4:00 P.M. -- 6:00 P.M. to 12:00 Midnight -- Sunday through Saturday;

Public Way	Distance And Hours
South Racine Avenue	From a point 146 feet south of West 59th Street, to a point 42 feet south thereof -- at all times -- 90-48;
North Rush Street (West side)	From a point 30 feet south of East Bellevue Place, to a point 40 feet south thereof -- no parking and unloading zone -- Sunday through Saturday -- 6:00 P.M. to 12:00 Midnight -- tow-zone;
North Southport Avenue (East side)	From a point 140 feet north of West Roscoe Street, to a point 30 feet north thereof -- 10:00 A.M. to 11:30 P.M. -- Monday through Saturday;
North Wells Street	At 545 -- handicapped loading zone;
West 27th Street (South side)	From South Harding Avenue to the first alley west thereof -- at all times -- Monday through Friday;
East 73rd Street	From a point 314 feet west of South Coles Avenue, to a point 40 feet west thereof -- at all times -- Zone 90-18.

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

Amendment Of Loading Zones.

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

SECTION 1. Amend ordinance passed November 21, 1929, page 15334, which reads: "North Pine Grove (east side) from a point 65 feet south of West Diversey, to a point 55 feet south thereof -- no parking any time" by striking: "no parking any time" and inserting: "no parking loading zone -- 90-42".

SECTION 2. Amend ordinance passed December 18, 1986, page 3851 which reads: "West Van Buren Street (north side) from a point 35 feet east of South LaSalle Street, to a point 43 feet east thereof" by striking: "loading zone" and inserting: "loading zone, tow-away zone".

SECTION 3. 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, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (July 19, October 4 and November 29, 1989) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read 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
East Erie Street	From North Michigan Avenue to North Lake Shore Drive -- easterly;
First east/west alley north of East 87th Street	Between South Maryland Avenue and South Ingleside Avenue -- easterly;
West 106th Street	From South Seeley Avenue to South Western Avenue -- westerly.

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 August 10, 1970, pages 8984 -- 8985, which reads: "South Ada Street, from West 113th Place to West 115th Street" by striking: "West 115th Street" and inserting: "West 117th Street -- southerly -- 90-34".

SECTION 2. Amend ordinance passed August 10, 1970, page 8984 -- 8985, which reads: "South Throop Street, from West 115th Street to West 113th Place" by striking: "West 115th Street" and inserting in lieu thereof: "West 117th Street -- northerly -- 90-33".

SECTION 3. 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, November 29, 1989.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (March 29 and November 15, 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 matter was concurred in by members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read 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 Halsted Street (Both sides)	Between West 31st Street and West 30th Street -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- Meter Area 355;
West Roosevelt Road (North side)	Between South Menard Avenue and South Austin Avenue -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday -- Meter Area 354;
West 31st Street (South side)	Between South Lowe Avenue and South Halsted Street -- 8:00 A.M. to 12:00 Midnight -- everyday;
West 31st Street (Both sides)	Between South Lowe Avenue and South Poplar Street -- 8:00 A.M. to 12:00 Midnight -- everyday.

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

Amendment Of Parking Meter Areas.

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

SECTION 1. Removal of parking meters for North Lipps Avenue (west side) from West Ainslie Street to a point 232 feet north thereof -- 506-4130 through 4136.

SECTION 2. Removal of parking meters for (east side) of North Wells Street between West Ontario Street and West Erie Street by striking the parking meters and inserting: "No Parking, Tow-Away Zone".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE
TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 21, 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, 29, December 6 and 13, 1989, and January 19, 1990) 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 members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read 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 5023 (except for Handicapped Permit 4575);
North Avers Avenue	At 5008 (except for Handicapped Permit 4570);
West Barry Avenue	At 2220 (except for Handicapped Permit 4601);
North Bosworth Avenue	At 1528 (except for Handicapped Permit 4385);
South Brainard Avenue (West side)	From South Buffalo Avenue to the City limits -- 90-28;
North Cambridge Avenue	At 2334 (except for Handicapped Permit 4459);
North Christiana Avenue	At 3050 (except for Handicapped Permit 4535);

Public Way	Area
North Clifton Street	At 3220 (except for Handicapped Permit 4571);
West Cortez Avenue	At 4824 (except for Handicapped Permit 4494);
West Dickens Avenue	At 3530 (except for Handicapped Permit 4490);
North Dover Street	At 4406 (except for Handicapped Permit 4578);
West Edgewater Avenue (South side)	From North Ashland Avenue to the first alley west thereof;
South Eggleston Avenue	At 9142 (except for Handicapped Permit 4585);
South Escanaba Avenue	At 8545 (except for Handicapped Permit 4513);
South Fairfield Avenue	At 5358 (except for Handicapped Permit 4340);
West Gladys Avenue	At 5074 (except for Handicapped Permit 4527);
South Green Street	At 7915 (except for Handicapped Permit 4481);
South Ingleside Avenue	At 8348 (except for Handicapped Permit 4323);
South Justine Street	At 5430 (except for Handicapped Permit 4477);
South Justine Street	At 8326 (except for Handicapped Permit 4483);
West Kamerling Avenue	At 4348 (except for Handicapped Permit 4496);
South Knox Avenue (West side)	From a point 20 feet north of West 60th Street, to a point 81 feet north hereof -- 90-55;

Public Way	Area
South Laramie Avenue	At 5442 (except for Handicapped Permit 4523);
West LeMoyne Street	At 1641 (except for Handicapped Permit 4565);
South Loomis Street	At 9300 (except for Handicapped Permit 4586);
South Lowe Avenue	At 6531 (except for Handicapped Permit 4479);
North Magnolia Avenue (West side)	At 2000, from a point 20 feet south of North Clybourn Avenue, to a point 110 feet south thereof -- 90-116;
North Maplewood Avenue	At 1303 (except for Handicapped Permit 4587);
South Maplewood Avenue	At 5306 (except for Handicapped Permit 4345);
North Marion Court	At 1240 (except for Handicapped Permit 4590);
North Mozart Street	At 3639 (except for Handicapped Permit 4534);
South Mozart Street	At 5821 (except for Handicapped Permit 4517);
North Neva Avenue	At 2720 (except for Handicapped Permit 4568);
North Newcastle Avenue	At 1805 (except for Handicapped Permit 4567);
West Newport Avenue	At 931 (except for Handicapped Permit 4505);
South Normal Avenue	At 9341 (except for Handicapped Permit 4485);
West Ohio Street	At 1244 (except for Handicapped Permit 4579);

Public Way	Area
South Perry Avenue	At 12253 (except for Handicapped Permit 4469);
North Sayre Avenue (Both sides)	From West Belmont Avenue to the first alley -- 90-25;
West Schubert Avenue	At 5041 (except for Handicapped Permit 4606);
North Spaulding Avenue	At 2807 (except for Handicapped Permit 4532);
South Springfield Avenue	At 1532 (except for Handicapped Permit 4525);
West Strong Street	At 5121 (except for Handicapped Permit 4574);
South Throop Street	At 9929 (except for Handicapped Permit 4520);
West Vernon Park Place	At 1069 (except for Handicapped Permit 4510);
North Wood Street	At 1814 (except for Handicapped Permit 4533);
West 46th Street	At 2433 (except for Handicapped Permit 4583);
West 64th Place	At 5254 (except for Handicapped Permit 4516);
East 105th Street	At 735 (except for Handicapped Permit 4470).

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. Repeal ordinance passed October 12, 1983, page 2340, which reads: "2431 West Berteau Avenue -- handicapped parking -- 90-102".

SECTION 2. Amend ordinance by striking: "2937 North Washtenaw Avenue" and inserting: "4604 North Kildare Avenue".

SECTION 3. Amend ordinance passed October 4, 1989, page 5528, which reads: "West 55th Street (north side) from a point 42 feet east of South Kilbourn Avenue, to a point 72 feet east thereof" by striking: "72 feet east thereof" and inserting: "30 feet east thereof" -- public benefit".

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
South Charles Street (West side)	From West 95th Street to the first alley north thereof -- 8:00 A.M. to 10:00 A.M.;
North Milwaukee Avenue	From North Western Avenue to West Belmont Avenue -- street cleaning -- Wednesday, Midnight to 6:00 A.M. (west side) -- Thursday, Midnight to 6:00 A.M. (east side) -- April 15 through November 15;
West 111th Street (North side)	From South Hamlin Avenue to a point 208 feet west thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Saturday.

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 the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
South Komensky Avenue (Both sides)	From West 47th Street to the first alley south thereof -- 1 hour -- at all times;
North Ravenswood Avenue (West side)	East roadway from a point 125 feet north of West Montrose Avenue, to a point 60 feet north thereof -- 1 hour, 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

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 Ardmore Avenue (Both sides)	From North Oketo Avenue to the first alley east thereof -- at all times -- Zone 83;
North Austin Boulevard	At 500-600 -- Zone 19;
North Austin Boulevard	At 600 -- Zone 19;
North Austin Boulevard	At 600-700 -- 5900 West Ohio Street -- Zone 19;
North Avondale Avenue (South side)	From North Nina Avenue to North Newark Avenue -- at all times -- Zone 49;
South Champlain Avenue (Both sides)	From East 82nd Street to East 83rd Street -- at all times -- Zone 269;
North Drake Avenue (Both sides)	From West Belle Plaine Avenue to West Irving Park Road -- at all times -- Zone 114;
North Elbridge Avenue (Both sides)	From West Barry Avenue to North Central Park Avenue -- at all times -- Zone 95;
North Emmett Street (Both sides)	From North Kedzie Avenue to North Sawyer Avenue -- at all times -- Zone 100;
West Erie Street (Both sides)	From North Austin Boulevard to North Mayfield Avenue -- at all times -- Zone 19;
West Grace Street (Both sides)	From North Linder Avenue to North Central Avenue -- at all times -- Zone 133;
North Hamlin Avenue (Both sides)	From West Argyle Street to West Ainslie Street -- at all times -- Zone 146;
South Hamlin Avenue (East side)	From West 48th Street to West 49th Street -- at all times -- Zone 34;

Street	Limits
North Harding Avenue (Both sides)	From Wet Belle Plaine Avenue to the first alley north of West Irving Park Road -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday -- Zone 114;
North McVicker Avenue (East side)	From 1811 North McVicker Avenue to 1857 North McVicker Avenue -- at all times -- Zone 26;
North Melvina Avenue (Both sides)	From West Wabansia Avenue to the first alley north of West North Avenue -- at all times -- Zone 26;
South Millard Avenue	From West 53rd Street to the first alley east thereof -- 6:00 A.M. to 10:00 P.M. -- all days;
South Millard Avenue (East side)	From West 54th Street to the first alley north of West 55th Street -- at all times -- Zone 23;
North Nagle Avenue (Both sides)	From West School Street to the first alley north of West Belmont Avenue -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday -- Zone 262;
West Newport Avenue (Both sides)	From North Karlov Avenue to the first alley west of North Pulaski Road -- at all times -- Zone 94;
North Normandy Avenue (Both sides)	From 3214 and 3215 North Normandy Avenue to 3228 and 3229 North Normandy Avenue -- at all times -- Zone 262;
North Oconto Avenue (Both sides)	From 3100 and 3101 North Oconto Avenue to 3138 and 3139 North Oconto Avenue -- at all times -- Zone 262;
West Ohio Street (Both sides)	From North Austin Boulevard to North Mayfield Avenue -- at all times -- Zone 19;

Street	Limits
North Oketo Avenue (Both sides)	From 5801 and 5800 North Oketo Avenue to 5837 and 5826 North Oketo Avenue -- at all times -- Zone 14;
North Oleander Avenue (Both sides)	From West Rosedale Avenue to West Bryn Mawr Avenue -- at all times -- Zone 14;
West Potomac Avenue (North side)	From North Homan Avenue to the first north/south alley east of North Central Park Avenue -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- Zone 270;
West Race Street (Both sides)	From North Austin Boulevard to North Waller Avenue -- at all times -- Zone 19;
North Rockwell Street (Both sides)	From West Elston Avenue to West George Street -- at all times -- Zone 267;
North Rockwell Street (Both sides)	From West Wabansia Avenue to the first alley north of West North Avenue -- at all times -- Zone 271;
West Roscoe Avenue (Both sides)	From North Lamon Avenue to the first alley west of North Cicero Avenue -- at all times -- Zone 47;
North Spaulding Avenue (Both sides)	From West Leland Avenue to the first alley south of West Lawrence Avenue -- at all times -- Zone 107;
North Spaulding Avenue (Both sides)	From West Barry Avenue to West Wellington Avenue -- at all times -- Zone 95;
South Springfield Avenue. (West side)	From West 51st Street to the first alley south thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- Zone 37;
South Springfield Avenue (Both sides)	From West 47th Street to West 48th Street -- 6:00 A.M. to 6:00 P.M. -- everyday -- Zone 34;
South Troy Avenue (Both sides)	From West 25th Street to West 26th Street -- at all times -- Zone 136;

Street	Limits
West 25th Place (Both sides)	From South Karlov Avenue to the first north/south alley west of South Pulaski Road -- at all times -- Zone 136;
West 48th Street (South side)	From South Avers Avenue to the first alley east thereof -- 7:00 A.M. to 7:00 P.M. -- daily -- Zone 34;
West 48th Street (North side)	From South Springfield Avenue to the first alley west thereof -- at all times -- Zone 36;
West 50th Street (Both sides)	From South Komensky Avenue to South Karlov Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday -- Zone 36;
West 52nd Street (North side)	From South Parkside Avenue to the first alley east thereof -- at all times -- Zone 105;
West 53rd Street (South side)	From South Kilpatrick Avenue to the first alley east thereof -- at all times -- Zone 4;
West 77th Street (North side)	From 102 west to 112 west -- at all times -- Zone 64;
West 85th Place (Both sides)	From South Springfield Avenue to the first alley east of South Pulaski Road -- at all times -- Zone 266;
East 95th Street (North side); and East 96th Street (Both sides)	From South Indiana Avenue to South Michigan Avenue -- at all times -- Zone 268;
West 102nd Street (Both sides)	From South Oakley Avenue to the first north/south alley east of South Western Avenue -- at all times -- Zone 263.

SECTION 2. 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, a portion of the below-named street is hereby designated as a diagonal parking/service drive for the following location:

Street	Limits
West Court Place (South side)	From North Desplaines Street to the first alley west thereof.

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

SPEED LIMITATION ESTABLISHED ON PORTION OF
WEST CONGRESS PARKWAY.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (December 13, 1989) proposed orders for speed limitations, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of the City of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limit specified:

Street	Limits And Speed
West Congress Parkway	From South Homan Avenue to South Central Park Avenue -- 25 miles per hour -- 90-60.

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

TRAFFIC LANE TOW-AWAY ZONES ESTABLISHED ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 21, 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, 29, December 6 and 13, 1989) proposed ordinances to establish traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the prohibition along said routes:

Public Way	Limits And Time
North Ashland Avenue (East side)	From West Addison Street to West Wilson Avenue -- street cleaning -- Tuesday -- Thursday -- 7:00 A.M. to 9:00 A.M. -- April 15 to November 15 -- tow-away zone;
West Chestnut Street (North side)	From a point 55 feet east of North LaSalle Drive, to a point 25 feet east thereof -- 90-17;
West Congress Parkway (Both sides)	From South Desplaines Street to South Jefferson Street -- at all times -- 90-22;
South Desplaines Street (Both sides)	From West Harrison Street to West Congress Parkway -- at all times -- 90-23
South Franklin Street (East side)	From a point 20 feet south of West Adams Street, to a point 110 feet south thereof -- at all times -- sightseeing bus stand -- tow-away zone;
North Fremont Street (East side)	From a point 105 feet south of West Weed Street, to a point 52 feet south thereof -- at all times;
West Harrison Street (Both sides)	From South Jefferson Street to South Desplaines Street -- at all times -- 90-19;
West Harrison Street (Both sides)	From South Jefferson Street to South Canal Street -- at all times -- 90-20;
West Hubbard Street (North side)	From a point 45 feet west of North State Street, to a point 25 feet west thereof -- at all times;

Public Way

Limits And Time

West Irving Park Road
(South side)

From North Ashland Avenue to North Rockwell Street -- no parking -- 7:00 A.M. to 9:00 A.M. -- Monday, Wednesday and Friday -- street cleaning -- April 15 to November 15 -- tow-away zone, and West Irving Park Road (north side) from North Ashland Avenue to North Rockwell Avenue -- no parking -- 7:00 A.M. to 9:00 A.M. -- Tuesday and Thursday -- street cleaning -- April 15 to November 15 -- tow-away zone;

West Lawrence Avenue
(South side)

From North Ashland Avenue to North Western Avenue -- no parking -- 7:00 A.M. to 9:00 A.M. -- Monday, Wednesday and Friday -- street cleaning -- April 15 to November 15 -- tow-away zone, and West Lawrence Avenue (north side) from North Ashland Avenue to North Western Avenue -- no parking -- 7:00 A.M. to 9:00 A.M. -- Tuesday and Thursday -- street cleaning -- April 15 to November 15 -- tow-away zone;

South Jefferson Street
(Both sides)

From West Congress Parkway to West Harrison Street -- at all times -- 90-21;

East Walton Street
(North side)

From a point 250 feet west of North Michigan Avenue, to a point 45 feet west thereof -- no parking, loading zone -- tow-away zone -- at all times;

East Walton Street
(North side)

From a point 345 feet east of North Rush Street, to a point 30 feet east thereof -- no parking, loading, unloading zone -- tow-away zone -- at all times -- 90-50;

West 42nd Place
(South side)

From South Albay Avenue to the first alley immediately west thereof -- at all times -- public benefit.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO ERECT
TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL
SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (June 14, September 13, October 4, 25, November 15, 29, December 6, 13 and 20, 1989 and January 19, 1990) proposed orders for traffic warning signs, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute order and substitute ordinance submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

On motion of Alderman Laurino, the said proposed substitute order and substitute ordinance transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Said order and ordinance, as passed, read as follows (the italic heading in each case not being a part of the order and ordinance):

*Erection Of Traffic Warning Signs
And Signals.*

Ordered, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
Stopping South Albany Avenue for West 46th Street	"All-Way Stop" sign;
South Avenue O (west side) at South Brainard Avenue -- 90-43	"No Left Turn" sign;
West Berteau Avenue and North Austin Avenue	Automatic traffic control signals;
Stopping South Central Avenue service drive southerly for West Fillmore Street -- 90-1	"One-Way Stop" sign;
North Cicero Avenue (west side) at West Strong Street for south bound traffic on North Cicero Avenue -- 90-37	"No Right Turn -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday";
North Cicero Avenue (west side) at West Ainslie Street for south bound traffic on North Cicero Avenue -- 90-36	"No Right Turn On Red -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday";
South Clyde Avenue and East 70th Street -- 90-44	"All-Way Stop" sign;
South Evans Avenue and East 44th Street; also South Evans Avenue and East 45th Street	"Stop" sign;
West Grace Street and North Central Avenue	Automatic traffic control signals;
West Hayford Street and South Springfield Avenue	"All-Way Stop" sign;

Street	Type Of Sign
Stopping South Hermitage Avenue for West 88th Street	"Stop" sign;
Stopping South Hoyne Avenue for West 108th Place	"Two-Way Stop" sign;
West Illinois Street and North State Street	"All-Way Stop" sign;
South Keeler Avenue and West 51st Street	"All-Way Stop" sign;
Stopping West Wilson Avenue for North Leclaire Avenue -- 90-10	"Four-Way Stop" sign;
West Leland Avenue and North Artesian Avenue	"Four-Way Stop" sign;
West Leland Avenue and North Clark Street	Automatic traffic control signals;
Stopping West Patterson Avenue for North Lockwood Avenue -- 70-72	"Stop" sign;
South May Street and West 58th Street -- 90-79	"Two-Way Stop" sign;
Stopping West Warwick Avenue for North Mobile Avenue -- 90-85	"Three-Way Stop" sign;
North Newgard Avenue and West Albion Avenue -- 90-62	"All-Way Stop" sign;
East/west bound traffic on West Ohio Street at North Wolcott Street -- 90-2	"All-Way Stop" sign;
North Paulina Street and West Greenleaf Avenue	"All-Way Stop" sign;
South Sawyer Avenue and West 57th Street	"All-Way Stop" sign;
North Seminary Avenue and West Barry Avenue -- 90-63	"All-Way Stop" sign;

Street	Type Of Sign
East/west bound traffic on West Sheridan Road at North Fremont Street	"Stop" sign;
North Spaulding Avenue and West Huron Street	"Stop" sign;
South Stewart Avenue and West 64th Street -- 90-87	"All-Way Stop" sign;
South Stewart Avenue and West 66th Street -- 90-77	"All-Way Stop" sign;
Stopping South Union Avenue for West 90th Street -- 90-4	"Stop" sign;
South Vincennes Avenue and East 46th Place	"Two-Way Stop" sign;
Stopping north bound/south bound Wabash Avenue for East Erie Street	"Four-Way Stop" sign;
North Wolcott Avenue and West Erie Street -- 90-3	"All-Way Stop" sign;
West 28th Street and South Lowe Avenue -- 90-9	"Four-Way Stop" sign;
East 38th Street and South Prairie Avenue	"All-Way Stop" sign;
West 56th Street and South Sawyer Avenue	"All-Way Stop" sign;
West 64th Street at intersection of South Nottingham Avenue	"Stop" sign;
West 64th Place at intersection of South Nottingham Avenue	"Stop" sign;
East bound on West 80th Street at South Kedzie Avenue	"No Left Turn -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday";
West 80th Street and South Troy Street	"Two-Way Stop" sign;

Street	Type Of Sign
Stopping East 84th Street for South Luella Avenue -- 90-6	"Stop" sign;
East 104th Street and South Torrence Avenue	"All-Way Stop" sign;
Stopping South Crandon Avenue for East 78th Street -- 90-7	"Stop" sign.

Erection Of Miscellaneous Signs.

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 for establishment of miscellaneous signs at the following locations:

Public Way	Limits And Time
First east/west alley south of	Archer Avenue, between South Hamlin Avenue and South Avers Avenue -- "close to traffic" -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday for each week;
South Bell Avenue	Between West 24th Street and West Coulter Street -- "close to traffic" school purposes -- 2:30 P.M. to 2:45 P.M. -- 1989 -- 1990 -- school purposes -- 90-39;
West 14th Place (South side)	Between South Morgan Street and South Newberry Avenue -- "No Standing, No Stopping, No Parking" signs;
West 31st Street (North side)	From South Pulaski Road, to a point 80 feet west thereof -- bollards -- 90-40.

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, March 21, 1990.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which were referred (November 29 and December 13, 1989) proposed ordinances to limit the weights of trucks and commercial vehicles on portions of designated streets, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) ANTHONY C. LAURINO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of 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
West Congress Parkway	From South Homan Avenue west to South Central Park -- 5 tons -- 90-52;
West Oakdale Avenue	From North Greenview Avenue to North Ashland Avenue -- 5 tons.

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

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Laurino moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

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

The committee report listing said ordinances and orders, which failed to pass, reads as follows:

CHICAGO, March 21, 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 11, 1985, August 28, 1986, April 1, 1987, October 14, 1988, November 30, 1988, February 16, 1989, March 29, 1989, June 14, 1989, June 28, 1989, July 19, 1989, September 13, 1989, October 4, 1989, October 25, 1989, November 15, 1989, November 29, 1989, December 6, 1989, December 13, 1989, December 20, 1989, January 19, 1990 and February 7, 1990) concerning traffic regulations and traffic signs, et cetera as follows:

Parking Prohibited At All Times:

West Barry Avenue	At 4703;
West Byron Street	At 4906;
South side of the exit	On Central Avenue to the corner of North Central Avenue and West Devon Avenue (90-24);
West Chase Avenue	At 3112;
North Drake Avenue	At 4104;
South Drexel Avenue	At 6321;
South East End Avenue	At 7727;
West Erie Street	At 1427;
West Evergreen Avenue	At 3513;
West George Street	At 1529;
South Haynes Court	At 2962;

South Hermitage Avenue	At 5417;
North Janssen Avenue	At 3416;
North Kenneth Avenue	At 3217;
South Maryland Avenue	At 8058;
South Michigan Avenue	At 6224 -- 6226;
North Monitor Avenue	At 2256;
West Monroe Street	At 5350;
South Muskegon Avenue	At 12637;
West Nelson Street	At 2727;
North Neenah Avenue	At 5308;
North Normandy Avenue	At 3214;
West North Avenue	At 2439 (90-26);
North Oriole Avenue	At 3730;
North Ozanam Avenue	At 6747;
West Parker Avenue	At 4055;
North Paulina Street	At 3323;
West Pershing Road	At 2524 (driveway);
North Pulaski Road	At 4206;
North Pulaski Road	At 4306 -- No. 6-B;
North Rutherford Avenue	At 3505;
North Sacramento Avenue	At 5205;
North Sauganash Avenue	At 6111;
South South Shore Drive	At 5532;
West Walton Street	At 5948;

North Wayne Avenue	At 2524;
South Wells Street	At 3601;
South Western Avenue	At 5927 (driveway);
South Williams Avenue	At 9121 (driveway);
West 47th Street	At 2257;
West 47th Street	At 2510;
West 95th Street	At 246;
First alley	North of East 103rd Street, between South St. Lawrence Avenue and South Rhodes Avenue.

Parking Prohibited During Specified Hours:

West Berteau Avenue (North side)	From North Parkside Avenue to the first alley east thereof -- 8:00 A.M. to 6:00 P.M. -- no exceptions;
West Fulton Street	At 4550 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
West 111th Street	At 3812 -- 8:00 A.M. to 10:00 A.M. -- all days.

Parking Limited:

South Commercial Avenue	At 8452 (southwest corner) -- 15 minutes (two signs).
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Loading Zones:

East Grand Avenue	At 432 -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
East Oak Street	At 57 -- at all times;
East Oak Street	At 65 -- at all times;

East Oak Street

At 111 -- 9:00 A.M. to 4:00 P.M. --
Monday through Saturday.

Miscellaneous Signs:

North Pontiac Avenue

In the 3400 and 3500 blocks (west side by
the forest preserve) -- "No Dumping"
signs;

South St. Louis Avenue

Between West 108th Street and West
109th Street -- "Deaf Children Playing"
signs;

East 79th Street

And South Jeffery Boulevard -- "Slow --
Children Crossing" signs;

East 80th Street

And South Jeffery Boulevard -- "Slow --
Children Crossing" signs;

East 81st Street

And South Jeffery Boulevard -- "Slow --
School" signs;

East 91st Street

Between South Baltimore Avenue and
South Houston Avenue -- "Children
Crossing" signs -- (90-41).

Resident Permit Parking Zones:

South Millard Avenue
(East side)

From West 54th Street to the first
alley south thereof;

North Ottawa Avenue
(East side)

In the 5700 block;

South Wabash Avenue
(Both sides)

In the 8800 block;

West 37th Street
(South side)

From South Wood Street to South
Paulina Street;

West 38th Street
(Both sides)

From South Wood Street to South
Paulina Street;

West 50th Street
(Both sides)

Between South Komensky Avenue
and South Karlov Avenue;

West 97th Street

South Parnell Avenue to South Normal Avenue (south side), West 97th to West 98th Place on South Parnell Avenue (east side) and West 98th Street, from South Parnell Avenue to alley (east and south sides).

Single Direction:

West Gunnison Street
(4800 block)

Between North Lamont Avenue and North Cicero Avenue -- easterly -- (90-35);

North Hiawatha Avenue

From North Central Avenue to West Devon Avenue -- easterly;

East Huron Street

From North Lake Shore Drive to North McClurg Court -- westerly;

North McClurg Court

From East Huron Street to East Illinois Street -- southerly;

North St. Clair Street

From East Grand Avenue to East Huron Street -- northerly.

Speed Limitation:

South Stewart Avenue

In the 6500 block -- 20 miles per hour -- (90-103).

Tow-Away-Zones:

East Delaware Place
(North curb)

From a point 228 feet west of west building line of North Michigan Avenue, to a point 54 feet west thereof;

East Oak Street

At 76;

North Orleans Street
(North side)

Between North Orleans Street and North Franklin Street;

North Sedgwick Street

At 2121.

Traffic Warning Signs And Signals:

(November 29, 1989) "Stop" signs, on West Altgeld Street (one-way street/easterly) at the intersection of North Mango Avenue;

(October 4, 1989) "Stop" signs, north/southbound on North Ashland Avenue at the intersection of West Sherwin Avenue;

(November 29, 1989) "Stop" signs, on South Blackstone Avenue (one-way street/southerly) at the intersection of East 91st Street;

(October 4, 1989) "Stop" signs, east/westbound traffic on West Cornelia Avenue at the intersection of North Janssen Avenue;

(December 20, 1989) "One-Way Stop" sign, at the intersection of North East River Road and West Gregory Street, stopping westbound Gregory Street (90-64);

(October 25, 1989) Automatic traffic control signals, at the intersection of West Greenleaf Avenue and North Clark Street;

(November 15, 1989) "Stop" signs, for north/southbound traffic on South Dr. Martin Luther King, Jr. Drive at the intersection of East 81st Street;

(November 15, 1989) "Stop" signs, for north/southbound traffic on South Dr. Martin Luther King, Jr. Drive at the intersection of East 102nd Street;

(November 15, 1989) "Stop" signs, West Pensacola Avenue at the intersection of North Linder Avenue;

(December 6, 1989) "Two-Way Stop" signs, East Pershing Road and South Ellis Avenue, stopping traffic moving in the east and west directions (90-08);

(June 14, 1989) "Stop" signs, north/southbound traffic on South Racine Avenue at the intersection of West 93rd Street;

(November 15, 1989) "All-Way Stop" signs, West Willow Street and North Dayton Avenue;

(October 4, 1989) "All-Way Stop" signs, on West 26th Street and South Christiana Avenue;

(August 28, 1986) "Two-Way Stop" signs, at the intersection of East 85th Street and South Dr. Martin Luther King, Jr. Drive, stopping north and southbound traffic;

(April 1, 1987) Automatic traffic control signals, at the intersection of East 97th Street and South Dr. Martin Luther King, Jr. Drive;

(September 13, 1989) "All-Way Stop" signs, West 91st Street and South Dr. Martin Luther King, Jr. Drive;

(October 4, 1989) "Two-Way Stop" signs, at the intersection of West 111th Street and South Hamlin Avenue.

Weight Limitations:

South May Street

In the 7500 block -- 5 tons (90-53);

West 17th Street

Between South Wolcott Avenue and South Ashland Avenue -- 5 tons.

Amend Parking Prohibited At All Times:

Strike: "South LaSalle Street

In the 9500 block".

Amend Parking Prohibited During Specified Hours:

Strike: "West 90th Street
(Both sides)

Between South Halsted Street and South Emerald Avenue".

Amend Parking Meter Areas:

South Union Avenue
(Both sides)

Between West 31st Street and the first alley north and south thereof: extension and time change to Meter Area 284 -- 8:00 A.M. to 12:00 Midnight -- 10 cents for each hour or for convenience, two hours for each quarter -- two-hour limit;

South Emerald Avenue
(Both sides)

Between West 31st Street and the first alley north and south thereof: extension and time change to Meter Area 284 -- 8:00 A.M. to 12:00 Midnight -- 10 cents for each hour or for convenience, two hours for each quarter -- two-hour limit;

East Illinois Street

At 11 -- removal of two parking meters numbered 62334 and 62335.

Amend Single Direction:

South Waller Avenue

From West Madison Street to West
Adams Street -- striking: "southerly"
and inserting: "northerly".

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.

AGREED CALENDAR.

Rules Suspended -- RECOGNITION GIVEN TO CHICAGO TRIBUNE
JOURNALIST MR. JAMES B. "STORMY" STRONG ON
HIS DISTINGUISHED CAREER.

Alderman Burke moved to *Suspend the Rules Temporarily* for the immediate consideration of a proposed resolution. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, seconded by Alderman Stone, Pucinski, T. Evans, Shaw and Davis, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, James B. Strong, a reporter with the *Chicago Tribune*, is resigning from the newspaper on April 1, 1990; and

WHEREAS, "Stormy", as he is known, is a lifelong Chicago native who first joined the *Tribune* in 1957; and

WHEREAS, He worked at Channel 2 for four years, but returned to the *Tribune* in 1963, and went on to distinguish himself as a labor reporter; and

WHEREAS, In that capacity, he helped expose corruption in the city's port system and was awarded the *Tribune's* highest honor, the Beck Award; and

WHEREAS, For the past five years, he has been the *Tribune's* City Hall reporter, and has distinguished himself as a fair and vigilant guardian of the people, reporting accurately and completely the actions of city government; and

WHEREAS, He lives in Arlington Heights with his wife Joanne and he has one son, Mark; and

WHEREAS, He is a long-time confidant of labor leaders and politicians; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby pay tribute to James B. "Stormy" Strong, for his outstanding work as a City Hall reporter and his many years with the *Tribune*, which have brought a measure of credit to his profession; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James B. Strong.

At this point in the proceedings, Alderman Burke acknowledged the presence of Mr. James B. "Stormy" Strong in the press gallery. Mr. Strong thanked the City Council and assembled guests for their generosity.

Alderman Burke then moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Madrzyk, Krystyniak 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN CALDWELL (8th Ward):

TRIBUTE TO LATE MR. WILLIAM LESTER MC COMB.

WHEREAS, God in his infinite wisdom has called to his eternal reward, William Lester McComb, a much loved public servant; and

WHEREAS, William Lester McComb was born in Bolivar County, Mississippi; and

WHEREAS, William Lester McComb leaves to mourn his passing, two sons, Viscount and Kiyoshi McComb; one daughter, Patricia Bridges; one daughter-in-law, Bertha Lee McComb; three grandchildren, Keshia, Leigh and David Viscount; six sisters and one brother, Roena McClelland, Dovie King, Jessie Hill, Modena Roberts, Lorene Walker, Christine Dougherty, Hooker McComb Jr.; one sister-in-law, Mary McComb; one brother-in-law, Arthur McClelland; three nieces, one nephew, and a host of cousins 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 21st day of March, 1990, A. D., do hereby express our sorrow on the passing of William Lester McComb, and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William Lester McComb.

TRIBUTE TO LATE MRS. RUBY LEE STEWARD.

WHEREAS, Ruby Lee Steward was summoned by Almighty God to her peaceful abode on January 19, 1990; and

WHEREAS, Ruby Lee Steward was born January 17, 1929 in Glendora, Mississippi to the late Henrietta and Deberge Reed; and

WHEREAS, Ruby Lee Steward was united in holy matrimony to McKinley Steward, June 9, 1949 and to this union four children were born: Alpha, Donald (deceased), Larry and Ronald; and

WHEREAS, Ruby Lee Steward was known to her many friends and family as "Stew", and as "Grandma Stew" to her grandchildren; and

WHEREAS, Ruby Lee Steward took a step into eternity, leaving to cherish her memory, two sons, Larry and Ronald; one daughter-in-law, Barbara Ann; eight grandchildren, three sisters, Thelma Lee Floyd of Baton Rouge, Louisiana; Henrietta Gates of Glendora, Mississippi; Deborah Reed of Detroit, Michigan; four brothers, Deberge Jr. of Glendora, Mississippi; Arthur James of Chicago, Illinois; Robert Lee of Jackson, Mississippi; L. C. Reed of Detroit, Michigan; three sisters-in-law, and a host of nieces, nephews, cousins and many loving friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby express our deep sorrow on the passing of Ruby Lee Steward, and extend to her family our deepest sympathy on the loss of such an outstanding citizen; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ruby Lee Steward.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. ROBERT "BUDDY" CANNATELLO.

WHEREAS, Robert "Buddy" Cannatello was suddenly taken from us on February 27, 1990; and

WHEREAS, Robert "Buddy" Cannatello was the loving son of Robert and Kristine (nee Korbos); and

WHEREAS, Robert "Buddy" Cannatello was the fond brother of Christopher and Frank; and

WHEREAS, Robert "Buddy" Cannatello was the beloved grandson of Lee Dyrek (nee Christano) and the late George Korbos and Marie Bajic (nee Carlo) and the late Sam Cannatello, and the fond nephew and cousin of many; and

WHEREAS, Robert "Buddy" Cannatello will be remembered for his love of life and having a smile for everyone he met; and

WHEREAS, Robert "Buddy" Cannatello 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 21st day of March in 1990, do hereby mourn the death of Robert "Buddy" Cannatello, a loving son and brother, and friend to many, and may we also extend our deepest sympathy to his parents Robert and Kristine, his brothers Christopher and Frank, his grandmother, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Robert "Buddy" Cannatello.

TRIBUTE TO LATE MRS. ROSEMARY ROLL.

WHEREAS, Rosemary Roll (nee Manicki) has passed away at the age of 60; and

WHEREAS, Rosemary Roll was the loving mother of Reverend Robert J. Roll, Janice (Larry) Baumgartner and Claudia Roll, and the dear grandmother of Ryan and Robert Baumgartner; and

WHEREAS, Rosemary Roll was the devoted daughter of Marie Manicki (nee Golden) and the late John, and the fond sister of John Manicki; and

WHEREAS, Rosemary Roll was a fine citizen of the City of Chicago and will be greatly missed by her many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 21st day of March in 1990, do hereby mourn the death of Rosemary Roll, a loving mother and daughter, and friend to many and may we also extend our deepest sympathy to her family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Rosemary Roll.

TRIBUTE TO LATE POLICE OFFICER JOHN F. TOBIN, JR.

WHEREAS, John F. Tobin, Jr. was suddenly taken from his family and friends in a tragic automobile accident; and

WHEREAS, John F. Tobin, Jr. was a Chicago Police Officer for 19 years and assigned to the Central District; and

WHEREAS, John F. Tobin, Jr. became a police officer after serving in the Army in Vietnam; and

WHEREAS, John F. Tobin, Jr. was the beloved son of Bette, and the loving brother of James, Betty Zych, Diane Mulvihill and Mary Maroney; and

WHEREAS, John F. Tobin, Jr. was the devoted father of John and Bridgette; and

WHEREAS, John F. Tobin, Jr. 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 21st day of March in 1990, do hereby mourn the death of John F. Tobin, Jr., a loving son, brother and father and friend to many, and may we also extend our deepest sympathy to his family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of John F. Tobin, Jr.

*CONGRATULATIONS EXTENDED TO MRS. FRANCES BENKER
ON OCCASION OF HER NINETIETH BIRTHDAY.*

WHEREAS, Frances Benker will celebrate her 90th birthday on March 7, 1990; and

WHEREAS, Frances Benker, the former Frances Bellak, is one of nine children born to Albert and Katherine Bellak in Chicago; and

WHEREAS, Frances Benker attended Saint Stanislaus Kostka Grade School; and

WHEREAS, After graduating, Frances became an employee of Clarke and Pfister, a box factory; then secured employment at International Register; and

WHEREAS, On September 12, 1923 Frances Bellak married Michael Benker; and that lovely union brought forth five children, Michael, Robert, Gloria, Dennis and Arthur; and

WHEREAS, Frances Benker is the proud grandmother of twelve grandchildren; and

WHEREAS, Frances Benker was an active member of the Weber High School Ladies Auxiliary, Saint Hyacinth Mothers' Club and a founding member of Our Lady of Fatima Mothers' Club; and

WHEREAS, Of the many talents Frances has, she is best known for her delicious dinners, card playing and visiting friends; and

WHEREAS, Family and friends have gathered on the 7th day of March in 1990, in Naples, Florida, to show the love and appreciation they feel for Frances Benker, and to join one another in wishing her a happy birthday; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 21st day of March in 1990, do hereby extend our heartiest congratulations to Frances Benker on the celebration of her 90th 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 Frances Benker.

**CONGRATULATIONS EXTENDED TO MR. ROCCO BRUNO ON
HIS INDUCTION INTO VALENTINE BOYS AND GIRLS
CLUB HALL OF FAME.**

WHEREAS, Rocco Bruno first became associated with the Valentine Boys and Girls Club at the age of 9 in 1955; and

WHEREAS, His dedication to the Club is due in part to his appreciation of the care and concern he experienced as a child; and

WHEREAS, Rocco saw his first printing press at the Valentine Club and is now Chief Executive Officer of Clover Printing, Incorporated and President of American Law Lable, Incorporated and has donated printing costs for many special events; and

WHEREAS, Rocco Bruno has been a member of the Board of Managers since 1977 and has served as Vice-President; his lovely wife Jackie is also a member and the former chair of the highly successful Fashion Show; and

WHEREAS, His two sons, Rocco Jr. age 23 and Joseph age 22, are also alumni of the Valentine Boys and Girls Club; and

WHEREAS, Rocco Bruno is dedicated to doing something in return for all Valentine has done for him; and

WHEREAS, Family and friends have gathered on February 28th, 1990 to honor Rocco Bruno as he is inducted into the Valentine Boys and Girls Club Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 21st day of March in 1990, do hereby extend our heartiest congratulations and thanks to Rocco Bruno on this special occasion and may we extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Rocco Bruno.

**CONGRATULATIONS EXTENDED TO MR. JACK CORBETT
ON HIS INDUCTION INTO VALENTINE BOYS
AND GIRLS CLUB HALL OF FAME.**

WHEREAS, Jack Corbett first became involved with the Valentine Boys and Girls Club as a boy in 1946; and

WHEREAS, Since then he has been a volunteer coach for the club's all-star and tournament basketball teams; and

WHEREAS, Jack, who is a Chicago Firefighter with Tower Ladder Number 5 and his wife Kathryn have 2 sons, Sean age 21, and Quin age 17, who are also Valentine alumni; and

WHEREAS, In addition to being a volunteer at the Valentine Boys and Girls Club, Jack Corbett has also been a volunteer coach for 29 years at Nativity of Our Lord School, now the Bridgeport Catholic Academy; and

WHEREAS, Family and friends have gathered on February 28th, 1990 to honor Jack Corbett as he is inducted into the Valentine Boys and Girls Club Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 21st day of March in 1990, do hereby extend our heartiest congratulations and thanks to Jack Corbett on this special occasion and may we extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Jack Corbett.

**CONGRATULATIONS EXTENDED TO MR. JOHN MORDEN
ON HIS INDUCTION INTO VALENTINE BOYS
AND GIRLS CLUB HALL OF FAME.**

WHEREAS, John Morden has served on the Board of Managers of the Valentine Boys and Girls Club for the past 22 years; and

WHEREAS, He has also served as Board Chairman and as President; and

WHEREAS, Although a resident of the western suburbs, John has always had time to serve the children of the Bridgeport community through the recruitment of strong local businessmen to serve on the Board of Managers; and

WHEREAS, John Morden is the owner of John Morden Buick which has operated since 1967 in the Bridgeport community; and

WHEREAS, Family and friends have gathered on February 28th, 1990 to honor John Morden as he is inducted into the Valentine Boys and Girls Club Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 21st day of March in 1990, do hereby extend our heartiest congratulations and thanks to John Morden on this special occasion and may we extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for John Morden.

**CONGRATULATIONS EXTENDED TO MR. HERB PHILLIPS ON
HIS INDUCTION INTO VALENTINE BOYS AND
GIRLS CLUB HALL OF FAME.**

WHEREAS, Although not a Bridgeport resident, Herb Phillips first became involved with the Valentine Boys and Girls Club when he was the manager of the Sears Distribution Center on West 35th Street; and

WHEREAS, Herb Phillips has been on the Board of Managers since 1974 and now serves as Board Vice-President; and

WHEREAS, Herb has chaired numerous club fundraising events, which help to contribute to the many successful programs offered at the club; and

WHEREAS, Herb Phillips serves as an outstanding role model for the Valentine Boys and Girls Club current members; and

WHEREAS, Family and friends have gathered on February 28, 1990 to honor Herb Phillips as he is inducted into the Valentine Boys and Girls Club Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 21st day of March in 1990, do hereby extend our heartiest congratulations to Herb Phillips on this special occasion and may we extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Herb Phillips.

**CONGRATULATIONS EXTENDED TO MR. JOHN RISLEY ON
ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, John Risley, an outstanding young citizen of the great City of Chicago, has been awarded scouting's highest honor, the rank of Eagle Scout for the Boy Scouts of America; and

WHEREAS, John Risley became a member of Boy Scout Troop 495 on October 2, 1985, and quickly became a very active member of the troop, where he earned the Boy Scout Tenderfoot and Second Class ranks; and

WHEREAS, For these he completed four Skill Awards: Citizenship, Family Living, First Aid and Communications; and

WHEREAS, He earned an additional three Skill Awards: Camping, Cooking and Community Living; and a First Aid Merit Badge to earn his First Class Rank, which he passed on December 9, 1987; and

WHEREAS, For his Star Rank, John completed Merit Badges in Citizenship in the Community, Citizenship in the Nation, Camping, Basketry and Wilderness Survival and for his Star Service Project he did various cleanup and Christmas decorating projects at his church, Doremus Congregational Church. This rank was passed on May 1, 1988; and

WHEREAS, In order to achieve his Life Rank, John has completed additional services and duties that earned him 5 more merit badges: Communications, Safety, Citizenship in the World, Woodcarving and Art. For his Life Service Project, John turned back to his church where his time and energy were beneficial to all the members of the church and became a Life Scout on December 8, 1988; and

WHEREAS, The rank of Eagle Scout was reached in December of 1989 as John had 10 merit badges completed which included Personal Management, Emergency Preparedness, Sports, Environmental Science, Reading, Indian Lore, Pets, Reptile Study, Fingerprinting and Home Repairs, as well as organizing and directing a much needed cleanup of the Doremus Church and rectory basements; and

WHEREAS, Throughout his career as a Boy Scout, John has held various leadership positions with responsibility, dedication and determination, such as Assistant Patrol Leader, Patrol Leader, Troop Quartermaster, Assistant Senior Patrol Leader and scouting's highest leadership position for a young man -- Senior Patrol Leader; and

WHEREAS, John Risley represents the finest standards of the youth of the City of Chicago and the residents of the great 11th Ward of the City of Chicago where he resides with his family, as he upholds the traditions, talents and energies of scouting; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 21st day of March in 1990, do hereby extend our heartiest congratulations to John Risley on having achieved the exalted rank of Eagle Scout, and may we also extend our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Eagle Scout John Risley.

Presented By

ALDERMAN MADRZYK (13th Ward):

TRIBUTE TO LATE FATHER FRANCIS A. CHIARAMONTE.

WHEREAS, God in his infinite wisdom has called to his eternal reward Reverend Francis A. Chiaramonte, known throughout this grateful city as "Father C", and a relentless fighter for the cause of mental health; and

WHEREAS, Father Francis Chiaramonte, a native of Pennsylvania, was ordained in Rome, Italy, December 22, 1956. His first ministries took him to the east and west coasts. In 1962, he came to Chicago's Saint Francis de Sales High School, first as Dean of Students,

and eventually as Principal from 1973 to 1980. In the late 60's, "Father C" became tirelessly dedicated to mental health, and thanks to his continuing tenacity to sound ideals, our great City's Department of Health, Bureau of Mental Health, now has 19 community mental health centers. With William O'Brien, "Father C" founded the Community Mental Health Board of Chicago, Incorporated, which is the elected, official citizen's advisory board to the Mayor, the City Council, and the Bureau of Mental Health on all matters dealing with our mentally ill citizens; and

WHEREAS, In addition to his effectiveness in the mental health cause, Father Chiaramonte was known and highly respected as an educator and spiritual leader. He left Saint Francis, and Chicago, in 1980, and founded and directed until 1985 the Bethel Park Animation Center retreat house near Pittsburgh, Pennsylvania. From 1985 until his death, he was director of Ecclesia Center, a retreat house in Erie, Pennsylvania; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby express our sorrow on the passing of Father Francis A. Chiaramonte, and extend to his family and many friends our most sincere sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the mother of Father Francis A. Chiaramonte.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. KEYES BEECH.

WHEREAS, Former *Chicago Daily News* reporter Keyes Beech passed away on Thursday, February 15, 1990, at the age of 76; and

WHEREAS, Mr. Beech was a Pulitzer prize-winning war correspondent who covered World War II, the Korean War, and the Vietnam War; and

WHEREAS, He is remembered as a courageous reporter who covered the war from the frontlines and was the first reporter to climb atop Mt. Suribachi on the Pacific island of Iwo Jima after American forces won the celebrated World War II battle; and

WHEREAS, He was born in Pulaski, Tennessee in 1913 and worked for several other papers besides the *Chicago Daily News*, including, the *Los Angeles Times*, the *Akron Beacon Journal* and the *Honolulu Star-Bulletin*; and

WHEREAS, He also wrote several books about his experiences, including "The United States Marines on Iwo Jima", "Uncommon Valor", and "Tokyo and Points East"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late Keyes Beech for his outstanding journalism career which helped to bring us all closer to our brothers in arms and vice versa, and we do hereby extend our sincerest condolences to his survivors, including his wife, Yuko, his daughter Hannah, and his sons Walter and Barnaby; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Keyes Beech.

TRIBUTE TO LATE MR. DAVID E. BRADSHAW.

WHEREAS, Attorney David E. Bradshaw passed away on Sunday, February 18, 1990, at the age of 62; and

WHEREAS, Mr. Bradshaw served in the United States Marine Corps during World War II, and later attended John Marshall Law School; and

WHEREAS, He quickly established himself as an outstanding criminal defense lawyer, winning acquittals in 25 of 26 cases during the 1950s; and

WHEREAS, He served on the Illinois Crime Commission in the late 1960s; and

WHEREAS, He also founded the Kenilworth Insurance Company, served on the board of Combined Insurance Company, and joined Lloyd's of London as an underwriter, and was appointed by President Richard Nixon as one of the original incorporators of the National Railroad Passenger Act, which put Amtrak into operation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late David E. Bradshaw for his creditable work in the legal and insurance professions and his many civic and community activities and we do hereby extend our sincerest condolences to his bereaved family members, including his two daughters, one son and four grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of David E. Bradshaw.

TRIBUTE TO LATE MR. THOMAS T. BURKE.

WHEREAS, Thomas T. Burke, a prominent Chicago attorney, passed away on Tuesday, March 6, 1990, at the age of 55; and

WHEREAS, Mr. Burke was a long-time Chicago-area resident who graduated from Marquette University, served on a United State Navy destroyer, and obtained a law degree from Northwestern University; and

WHEREAS, He was well-known as an outstanding condemnation lawyer and recently obtained one of the highest condemnation awards in the state's history; and

WHEREAS, He was a credit to his profession and earned the respect of adversaries and judges alike; and

WHEREAS, He is remembered as a loving father of eight children and loving husband to his wife, Nancy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late Thomas T. Burke, and we do hereby extend our sincerest condolences to his bereaved wife and eight children; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Thomas T. Burke.

TRIBUTE TO LATE POLICE DETECTIVE JAMES F. FOLEY.

WHEREAS, James F. Foley, a retired police detective, passed away on Friday, February 16, 1990, at the age of 75; and

WHEREAS, Mr. Foley was first an Illinois State Trooper from 1940 through 1942, until he joined the Chicago Police Department; and

WHEREAS, He served the department for 35 years, including serving as Mayor Edward Kelly's bodyguard and he also served as bodyguard to several other famous persons, including Marlene Dietrich, Jack Benny and Julie Andrews; and

WHEREAS, He retired in 1977, and he was a credit to his department; and

WHEREAS, He was a loving father to a son and three daughters, and a loving husband to his wife, Margaret; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late James F. Foley for his many years of service to the people of Chicago, and we do hereby extend our sincerest condolences to his wife, children, brothers and sisters, 22 grandchildren and 10 great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James F. Foley.

TRIBUTE TO LATE MR. S. RICHARD KLARICH.

WHEREAS, S. Richard Klarich, a contractor from the south side, passed away on Sunday, February 18, 1990, at the age of 77; and

WHEREAS, Mr. Klarich was a native of Yugoslavia, who arrived in Chicago in 1929 and joined his father in the construction business; and

WHEREAS, He studied architecture at what is now the Illinois Institute of Technology, joined the family business full-time in 1935 and took over in 1949; and

WHEREAS, He built numerous houses and commercial and industrial structures in Chicago and northwest Indiana and also developed and owned Greenwood Industrial Park; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late S. Richard Klarich for his commitment to quality workmanship and for his high reputation in the industry, and we do hereby extend our sincerest condolences to his bereaved wife, Marija, his daughter, Nina, his two sons Richard and John, his eight grandchildren and two great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of S. Richard Klarich.

*TRIBUTE TO LATE MAYOR ROBERT J. MARTIN
OF WHEATON, ILLINOIS.*

WHEREAS, Wheaton Mayor Robert J. Martin passed away on Thursday, February 22, 1990, at the age of 57; and

WHEREAS, Mr. Martin was a City Councilman in Wheaton for 10 years before being elected Mayor in 1983 as a write-in candidate; and

WHEREAS, He was also a member and past president of the DuPage Water Commission and served as President of the DuPage Mayors and Managers Conference; and

WHEREAS, He is remembered as a dedicated and tireless public servant and an advocate for intergovernmental cooperation in order to solve regional problems; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late Robert J. Martin for his many years of public service, and we do hereby extend our sincerest condolences to his family, including his wife, Marcia, his daughter, Elizabeth, and his son, Charles; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mayor Robert J. Martin.

TRIBUTE TO LATE MR. LARRY "BIG TWIST" NOLAN.

WHEREAS, Larry "Big Twist" Nolan, the lead singer of a popular Chicago rhythm and blues band, The Mellow Fellows, passed away on Wednesday, March 14, 1990, at the age of 53; and

WHEREAS, The Mellow Fellows were formed in 1973 and, for the past two decades, have played regularly throughout the Chicago area, the United States, Canada and Europe; and

WHEREAS, Big Twist was one of the best-known singers in the blues, R & B, and soul genres, and represented Chicago's native musical styles with charm, dignity and an infectious sincerity that never failed to ignite the audiences to dance and sing; and

WHEREAS, Big Twist will always be loved and remembered by his family, friends, fans and fellow band-members as an outgoing, friendly, dedicated performer who, despite a debilitating and painful illness in later life, always gave people their money's worth; and

WHEREAS, Big Twist's style and commitment to rhythm and blues music will be carried on by his band, The Mellow Fellows; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late Larry "Big Twist" Nolan for his countless performances in the Chicago area and around the world, his

tireless efforts as the ambassador of rhythm and blues, and his brilliant and masterful singing, which has brought joy to so many people, and we do hereby extend our sincerest condolences to his wife, Yvonne, his six children, his mother, four siblings and five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Larry "Big Twist" Nolan.

TRIBUTE TO LATE MR. SEBASTIAN RIVERA.

WHEREAS, Attorney and Hispanic civic leader Sebastian Rivera passed away on Monday, February 26, 1990, at the age of 88; and

WHEREAS, Mr. Rivera, founder of the Puerto Rican Day Parade, was the first Latino to be named to the Chicago Police Board in 1974; and

WHEREAS, The late Mayor Richard J. Daley, a friend of Rivera, said of him "Sebastian Rivera is highly respected, not only by Latinos, but throughout our community for his professional competence, courage and fairness"; and

WHEREAS, He served on several committees including the former cardinal's committee for Spanish-speaking people, the Puerto Rican Congress of Mutual Aid, the Mexican and Puerto Rican Chambers of Commerce, and was a member of the Mayor's Advisory Commission on the School Board; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990 do hereby honor and commemorate the late Sebastian Rivera for his outstanding civic leadership in Chicago and we do hereby extend our sincerest condolences to his bereaved family members, including his wife, Roberta, three sons, one daughter, eight grandchildren and six great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sebastian Rivera.

*TRIBUTE TO LATE POLICE DETECTIVE
WALTER A. SIEMIENIAK.*

WHEREAS, Chicago Police Detective Walter A. Siemieniak passed away on Monday, February 19, 1990 at the age of 51; and

WHEREAS, Detective Siemieniak was a southwest side resident and a veteran of the police department; and

WHEREAS, He was a Fraternal Order of Police union official since 1981, serving most recently as legal aid chairman; and

WHEREAS, He was a candidate for president of the union at the time of his death; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late Walter A. Siemieniak for his many years of service to the people of Chicago and to the members of the Fraternal Order of Police, and we do hereby extend our sincerest condolences to his survivors, including his wife, Alice, his four children, his sister and brother and his four grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family to Walter A. Siemieniak.

TRIBUTE TO LATE POLICE OFFICER JOHN TOBIN.

WHEREAS, Veteran Chicago Police Officer John Tobin, lost his life in a tragic accident on February 16, 1990 at the age of 40; and

WHEREAS, Officer Tobin was a Chicago resident and a Vietnam veteran; and

WHEREAS, He spent 18 years with the Chicago Police Department, the last 12 with the Central District as a patrol officer; and

WHEREAS, He will be fondly remembered by his friends and colleagues as a dedicated police officer who was a credit to his profession; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late John Tobin for his many years of service to the citizens of Chicago and to the Chicago Police Department, and we do hereby extend our sincerest condolences to his survivors, including his son, John, his daughter, Bridgette, his mother, Bette and his brother and three sisters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Police Officer John Tobin.

TRIBUTE TO LATE MR. CHESTER R. WIKTORSKI, SR.

WHEREAS, Chester R. Wiktorski, Sr., a savings and loan executive in Chicago, passed away on Saturday, February 24, 1990, at the age of 79; and

WHEREAS, Mr. Wiktorski was born in Chicago, was active in the U. S. Savings and Loan League and the Polish American Savings and Loan League; and

WHEREAS, He was the retired Chairman of the former Alliance Savings and Loan Association, which is now Talman Home Federal Savings and Loan Association; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby honor and commemorate the late Chester Wiktorski, and we do hereby extend our sincerest condolences to his bereaved daughter, Wilma and son, Chester, Jr.; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Chester R. Wiktorski, Sr.

*COOK COUNTY BOARD OF COMMISSIONERS URGED TO
UTILIZE RETIRED JUDGES ON
PART-TIME BASIS.*

WHEREAS, The Circuit Court of Cook County sometimes experiences shortages of judges; and

WHEREAS, There are numerous retired judges in the Chicago area who could fill in during these shortages when judges are on vacations or attending seminars; and

WHEREAS, Under the current system, pension benefits for retired judges are suspended when they are called in to work temporarily; and

WHEREAS, Pension benefits are not suspended when retired judges work part-time; and

WHEREAS, The enormous caseload facing Cook County judges could be considerably relieved if retired judges were used on a part-time basis at \$100 per day and their pension benefits were maintained; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby memorialize the Cook County Board of Commissioners to implement a plan to utilize retired judges on a part-time basis from one

week to nine months in a given year, at a per diem rate of \$100 per day, under terms that do not threaten their pension benefits.

**CONGRATULATIONS EXTENDED TO MR. PETER F. VALLONE
ON HIS ELECTION AS SPEAKER OF NEW
YORK CITY COUNCIL.**

WHEREAS, Peter F. Vallone was elected Speaker of the New York City Council by his colleagues; and

WHEREAS, He has distinguished himself as a member of the council and has actively campaigned for revision of the New York City Charter; and

WHEREAS, He assumes the leadership of the Council at a time of change and opportunity in New York; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 21st day of March, 1990, do hereby extend our congratulations to Speaker Peter F. Vallone; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Speaker of the New York City Council Peter F. Vallone.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

**CONGRATULATIONS EXTENDED TO MR. BRIAN J. HANSEN
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Brian J. Hansen, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Evangelical Lutheran Church of the Cross Boy Scout Troop 1499, Brian J. Hansen has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Brian J. Hansen will be honored at an Eagle Recognition Dinner on Sunday, the twenty-second of April; and

WHEREAS, Brian J. Hansen represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby offer our heartiest congratulations to Brian J. Hansen on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Brian J. Hansen.

**CONGRATULATIONS EXTENDED TO MR. JOSEPH LE COMPTE
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Joseph LeCompte, 6745 West 64th Street, Chicago, Illinois, outstanding young citizen of our great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Rene Goupil Holy Name Society Boy Scout Troop 498, Joseph LeCompte has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Joseph LeCompte will be honored at a Court of Honor on Saturday, June 23rd, at 3:00 P.M.; and

WHEREAS, Joseph LeCompte represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby offer our heartiest congratulations to Joseph LeCompte on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joseph LeCompte.

Presented By

ALDERMAN BANKS (36th Ward):

**CONGRATULATIONS EXTENDED TO MR. PAUL HARVEY AS
RECIPIENT OF 1990 DANTE AWARD.**

WHEREAS, The Dante Award was established by the Joint Civic Committee of Italian Americans, an umbrella organization made up of more than 40 civic organizations in the Chicago area, to extend recognition annually to an individual in the mass media of communications field who has exemplified Dante's credo, "Never be a timid friend to truth", and also one who has fostered excellent human relations; and

WHEREAS, Paul Harvey, nationally renowned radio personality whose voice is known to millions, has been named the Dante Award recipient for 1990. This prestigious award will be presented by the Joint Civic Committee of Italian Americans at the Dante Award Luncheon Friday, April 6, 1990; and

WHEREAS, Through his searching commentaries, newspaper articles, books, records and television appearances, Paul Harvey's wisdom and pertinent observations have reached untold millions of grateful listeners and readers over many years. Through ABC Network alone, Paul Harvey's familiar voice has reached an international audience, consistently, dependably, always stylishly and with wit and keen intelligence. His honorary degrees include doctorates from institutions of higher learning in many of the United States, and he has received awards from numerous communications organizations, as well as from the Freedom Foundation, Lions International and other groups. His broadcasts and columns have appeared in the Congressional Record over a hundred times, and he is one of the most widely quoted citizens in the world. No one deserves the Dante Award more than this great American; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby congratulate the great radio personality Paul Harvey on receiving this year's prestigious Dante Award from the Joint Civic Committee of Italian Americans and extend to this outstanding citizen our very best wishes for continuing success in an illustrious career; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Paul Harvey.

**CONGRATULATIONS EXTENDED TO MR. PATRICK ANTHONY
DINKEL ON ACHIEVING RANK OF
EAGLE SCOUT.**

WHEREAS, Patrick Anthony Dinkel, outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Ferdinand Church Boy Scout Troop 51, Patrick Anthony Dinkel has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Patrick Anthony Dinkel, will be honored at an Eagle Court of Honor in May; and

WHEREAS, Patrick Anthony Dinkel represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby offer our heartiest congratulations to Patrick Anthony Dinkel on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patrick Anthony Dinkel.

**CONGRATULATIONS EXTENDED TO MR. WILLIAM JOHN
MARINO, JR. ON ACHIEVING RANK OF
EAGLE SCOUT.**

WHEREAS, William John Marino, Jr., outstanding young citizen of Chicago's great northwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Ferdinand Church Boy Scout Troop 51, William John Marino, Jr. has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, William John Marino, Jr. represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby offer our heartiest congratulations to William John Marino, Jr. on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William John Marino, Jr.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS. PAUL
EISCHEN ON THEIR GOLDEN WEDDING
ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Paul Eischen, life-long citizens of Chicago's great northwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Marge and Paul Eischen were the first couple to be married at the present Queen of Angels Church. That was May 25, 1940, and two years later they moved into their present home on West Berteau Avenue; and

WHEREAS, Paul Eischen was a U. S. postal employee for 38 years. He was a member of the A.A.U. International Basketball team, is an honorary member of the *Tattler Post* and was elected a member of the Illinois Sports Hall of Fame in 1972 for his many years as a basketball official. Following his retirement in 1972, he discovered the sport of golf, and on October 26, 1982, made a hole-in-one at Chicago's Robert Black Golf Course; and

WHEREAS, Marge Eischen was a member of the Saint Benedict School Board and a volunteer at Burbank School for handicapped children. Active fundraisers, Marge and Paul helped organize a parents association to develop Shady Oaks Camp for handicapped children; and

WHEREAS, In addition to their high visibility and activity in their community, Paul and Marge Eischen are outstanding symbols of the strength and solidity of family life; they have three children and six grandchildren, and all their fine family still resides on Chicago's great northwest side; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do extend our congratulations to

Mr. and Mrs. Paul Eischen as they celebrate fifty golden years of wedded bliss, as well as our best wishes to these citizens and their fine family 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 Mr. and Mrs. Paul Eischen.

*GRATITUDE EXTENDED TO LARSON'S RESTAURANT FOR ITS
MANY YEARS OF SERVICE TO CHICAGO'S
NORTHWEST SIDE COMMUNITY.*

WHEREAS, Larson's Restaurant, 6000 West Gunnison Street on Chicago's great northwest side, has closed its doors after some three decades as an outstanding business in its community; and

WHEREAS, A family-operated business which was a gathering place for many satisfied customers, Larson's enjoyed an uncommon and well-deserved popularity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of March, 1990, A.D., do hereby congratulate the owners and staff of Larson's Restaurant and wish them great success in their pursuits of the future.

Presented By

ALDERMAN M. SMITH (48th Ward):

*CONGRATULATIONS EXTENDED TO MR. PATRICK JAMES DURKIN,
PRINCIPAL OF GOUDY ELEMENTARY SCHOOL, FOR
HIS COMMITMENT AND DEDICATION TO
SAFETY AND FREEDOM OF
ALL CHICAGOANS.*

WHEREAS, Patrick James Durkin served as a Chicago Firefighter for ten years and retired as a Captain when he entered the field of education and was named Principal of Goudy Elementary School which is located at 5120 North Winthrop Avenue in Chicago's 48th Ward, shortly after it was targeted by local and national media as the "worst school in the City"; and

WHEREAS, Patrick James Durkin has made profound changes during his short tenure at Goudy; maintaining a professional educational environment, a safe campus that is free of gang colors and graffiti, and a facility that is scrubbed clean daily; and

WHEREAS, Patrick James Durkin has provided leadership to his students, faculty and community through his dedication and protection of the rights of others and for his intolerance of persecution based on one's race, color, creed, nationality, ethnicity, sexual orientation, physical or mental handicap, or any other criterion; and

WHEREAS, Patrick James Durkin acted on his principles when he confronted an armed gang of five youths, who had threatened his students, and chased them down an alley until the police arrived and secured an arrest; and

WHEREAS, Patrick James Durkin again confronted personal danger when he observed three men assaulting and shouting racial slurs at a fourth and interceded by detaining the assailants until Officer Charlie Wood of the 20th Police District arrived to place the suspects under arrest; and

WHEREAS, Patrick James Durkin signed a disorderly conduct complaint against the three assailants and by offering support and working with an interpreter, Durkin convinced the fearful Asian victim to file charges against the perpetrators; and

WHEREAS, Patrick James Durkin was assisted in his efforts by 20th Police District Neighborhood Relations Officer Robert Johnson whose keen understanding of ethnic populations and their rights under the law, elevated the charges to include "Ethnic Intimidation"; and

WHEREAS, Patrick James Durkin testified against the assailants in court on 20 February, 1990, with the victim and attorneys from the Chicago Lawyer's Committee for Civil Rights Under the Law; and

WHEREAS, Patrick James Durkin is the catalyst for the prosecution of an incident which has demonstrated the degree of commitment that the Chicago Public Schools and Chicago Police Department have to the rights of minorities and refugees and has been a great help in sending those communities the important message that persecution and bigotry of those groups will not be tolerated by the people or the leaders of Chicago and the 48th Ward; now, therefore,

Be It Resolved, That we, Mayor Richard M. Daley and the members of the City Council of the City of Chicago, gathered this 21st day of March, 1990, A.D., do hereby honor and congratulate Patrick James Durkin, his wife of twenty-five years and his eight children for his bravery, unselfish behavior, and dedication to the freedom and safety of all people.

At this point in the proceedings, Alderman Burke moved to *Go Out of the Regular Order of Business* for the purpose of taking up for consideration the Unfinished Business portion of the meeting. The motion *Prevailed* by a viva voce vote.

UNFINISHED BUSINESS.

AMENDMENT OF MUNICIPAL CODE CHAPTERS 21, 198.7B AND 199
BY SUBSUMING RESPONSIBILITIES AND AUTHORITY OF
VARIOUS COMMISSIONS UNDER COMMISSION ON
HUMAN RELATIONS 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 the 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 February 28, 1990, pages 12596 through 12605, recommending that the City Council pass a proposed ordinance, as amended, authorizing the amendment of Municipal Code Chapters 21, 198.7B and 199 by subsuming the responsibilities and authority of various commissions under the Commission on Human Relations and by changing the name of the filing agency to conform with the current State of Illinois reclassification.

Alderman Bloom presented the following amendment:

"WHEREAS, The United States recently enacted the Federal Fair Housing Amendments Act of 1988 (ACT) on September 13, 1988; and

WHEREAS, Such Act expanded the number of protected classes, thus affording access in housing to the handicapped and families with children; and

WHEREAS, Such Act allows states and localities to pass local fair housing laws which can be certified by the United States Department of Housing and Urban Development (H.U.D.) as "substantially equivalent" to the Act; and

WHEREAS, Upon receiving certification from H.U.D. as "substantially equivalent" such states and localities become eligible for Fair Housing Assistance Program (F.H.A.P.) grants to enhance and support the local fair housing enforcement efforts; and

WHEREAS, The proposed ordinance to reorganize the Commission on Human Relations does include changes to the Chicago Fair Housing Ordinance; and

WHEREAS, Such changes will not be sufficient to enable Chicago's Fair Housing Ordinance to be certified by H.U.D. as "substantially equivalent"; and

WHEREAS, Various individuals and groups have suffered from acts of prejudice and discrimination in housing because of their race, color, religion, sex, familial status, national origin and handicap; and

WHEREAS, It is desirable to ensure the strength and enforcement of Chicago's Fair Housing Ordinance to eliminate unlawful discrimination based on race, color, religion, sex, familial status, national origin and handicap; and

WHEREAS, Passage of a Chicago Fair Housing Ordinance certifiable by H.U.D. as "substantially equivalent" is the strongest law which can be enacted to eliminate discrimination based on race, color, religion, sex, familial status, national origin and handicap; and

WHEREAS, The drafting of such ordinance requires professional expertise and consultation; and

WHEREAS, Sufficient time has not been given to create a Chicago Fair Housing Ordinance which will be certified by H.U.D. as "substantially equivalent"; and

WHEREAS, Any change in Chicago's fair housing enforcement agency prior to passage of a "substantially equivalent" fair housing ordinance will significantly impair Chicago's ability to provide needed citizen protection in enforcement of fair housing complaints; now, therefore,

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

SECTION 1. That the proposed ordinance to reorganize the Commission on Human Relations which was introduced on November 29, 1989 and deferred and published on February 28, 1990 be amended to add the language in italics and delete the language in brackets as follows:

Section 2.

21-51(a) to assist the Commission on Human Relations in designing educational and enforcement programs for the implementation of the policies embodied in Chapter[s 198.7B and] 199 of the Municipal Code;

21-52(e) to initiate, receive and investigate complaints of alleged violations of Chapter 199 [and Chapter 198.7B] of the Municipal Code.

21-52(f) to investigate complaints in order to determine whether there is substantial evidence that a violation of Chapter 199 [or Chapter 198.7B] has occurred.

21-52(l) ... These remedies shall be cumulative, and in addition to any fines imposed for violation of provisions of Chapter 199 [and Chapter 198.7B].

[Section 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting Sections 198.7B-6, 198.7B-7, 198.7B-8, 198.7B-9 and 198.7B-10 in their entirety, and by inserting a new Section 198.7B-6, as follows:

198.7B-6 Any person aggrieved in any manner by any violation of this chapter may file a written complaint with the Commission on Human Relations. The complaint shall include the name and address of the complainant and of every person against whom the complaint is made, and shall set out the facts giving rise to the complaint. No person shall refuse or fail to comply with any subpoena, order or decision issued in the course of or as a result of an investigation of a complaint.]

Section 5.

198.7B-13 The Corporation Counsel shall file with the Department of Professional Regulation of the State of Illinois a notice of the conviction of any licensed real estate broker or salesperson found guilty of violating this [chapter] ordinance.

Alderman Burke moved to *Lay on the Table* the foregoing amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Henry, Soliz, Gutierrez, Butler, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 28.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Carter, Jones, J. Evans, Garcia, E. Smith, Davis, Figueroa, Giles, Orr -- 16.

Alderman T. Evans then moved to re-refer the said proposed ordinance 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 was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Carter, Garcia, E. Smith, Davis, Figueroa, Mell, Giles, Eisendrath Shiller, Orr -- 17.

Nays -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, Bialczak, Gabinski, Austin, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Levar, Schulter, M. Smith, Stone -- 28.

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

Yeas -- Aldermen Roti, Beavers, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Bialczak, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Levar, Schulter, M. Smith, Stone -- 32.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Carter, Garcia, Davis, Figueroa, Mell, Shiller, Orr -- 13.

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

The following is said ordinance as passed:

WHEREAS, Various individuals and groups have suffered similar acts of prejudice and discrimination because of their race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income; and

WHEREAS, The common experience of such prejudice and discrimination unites its victims, giving them a common interest in eliminating prejudice and discrimination and in securing the rights of all members of society; and

WHEREAS, It is necessary and beneficial to the City of Chicago to establish an agency representative of the entire City, that can address both the common and the unique issues faced by various racial, ethnic, cultural, religious and other identifiable groups; and

WHEREAS, It is beneficial to the City of Chicago to maintain representative advisory councils that can identify with and focus upon the unique concerns faced by various racial, ethnic, cultural, religious and other specified groups; and

WHEREAS, It is desirable to strengthen the enforcement of ordinances designed to eliminate unlawful discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income by providing additional remedies against such unlawful practices; and

WHEREAS, The enforcement of these ordinances can be enhanced further by coordinating the efforts of City agencies and personnel in the area of human relations, in order to avoid duplication of effort and to maximize the use of City resources; now, therefore,

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

SECTION 1. The Commission on Human Relations existing on the date of introduction of this ordinance is hereby abolished.

SECTION 2. Chapter 21 of the Municipal Code of Chicago is hereby amended by deleting existing Sections 21-49 through 21-52, inclusive, and by inserting new Sections 21-49 through 21-53, as follows:

21-49. The City Council finds that prejudice and the practice of discrimination against any individual or group because of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income menace peace and public welfare. The City Council further finds that it is necessary to promote peace and good order and to eliminate such prejudice and discrimination by establishing an agency that will investigate complaints of discrimination, enforce civil rights ordinances, and promote harmony and understanding among various segments of society by gathering information on matters of human relations and providing education and counseling thereon to the various agencies of city government and to interested groups and individuals. The City Council further finds that the function of such an agency can be enhanced by the creation of Advisory Councils on matters of special concern to groups that historically have been the subject of discrimination and bias, and provide a point of contact between such groups and the city government.

21-50. A Commission on Human Relations is hereby established. The Commission shall consist of the chairs of the Advisory Councils described in Section 21-51, and 15 additional members appointed by the Mayor with approval of the City Council. One-third of the initial appointees shall be appointed for terms expiring on July 1 of the year following their appointment, one-third shall be appointed for terms expiring on July 1 of the second year following their appointment, and one-third shall be appointed for terms ending on July 1 of the third year following their appointment. Thereafter members shall be appointed for three year terms. The Mayor shall designate one member to serve as chairperson at the pleasure of the Mayor. Members other than the chairperson shall serve without compensation, but may be reimbursed for their reasonable expenses incurred in the performance of their duties. The chairperson shall be compensated and shall appoint such assistants as are provided in the annual appropriation ordinance, and shall be responsible for the day to day operation of the Commission and its staff. A majority of the members of the Commission shall constitute a quorum for the purpose of transacting business.

21-51. The following Advisory Councils of the Commission on Human Relations are hereby established:

- (a) Advisory Council on Women;*
- (b) Advisory Council on Latino Affairs;*
- (c) Advisory Council on Asian Affairs;*
- (d) Advisory Council on Arab Affairs;*
- (e) Advisory Council on African Affairs;*

- (f) *Advisory Council on Gay and Lesbian Issues;*
- (g) *Advisory Council on Veterans' Affairs;*
- (h) *Advisory Council on Immigrant and Refugee Affairs.*

The Mayor shall appoint 21 members to each Advisory Council, subject to approval of the City Council. Of the initial appointments to each Advisory Council, one-third shall be appointed for a term of one year, one-third shall be appointed for terms of two years, and one-third shall be appointed for terms of three years, subject to the following exceptions: the members, as of the effective date of this section, of the Chicago Commission on Women, the Commission on Latino Affairs, the Commission on Asian-American Affairs and the Commission on Arab-American Affairs existing under prior ordinances shall serve as the initial members of the Advisory Council on Women, the Advisory Council on Latino Affairs, the Advisory Council on Asian Affairs and the Advisory Council on Arab Affairs, respectively, for the remainder of their individual terms under prior ordinances; and members, as of the effective date of this section, of the Mayor's Committee on Gay and Lesbian Issues, the Mayor's Advisory Committee on Veterans' Affairs, and the Mayor's Advisory Committee on Refugee and Immigrant Affairs, existing under the prior Commission on Human Relations by mayoral appointment, shall serve as the initial members of the Advisory Council on Gay and Lesbian Issues, the Advisory Council on Veterans' Affairs, and the Advisory Council on Refugee and Immigrant Affairs, for the remainder of their terms under such appointment. Succeeding appointments to these Advisory Councils shall be for terms of three years. The Mayor shall designate a member of each Advisory Council to serve as its chairperson. The chairperson of each Advisory Council shall be a member ex officio of the Commission on Human Relations. The Mayor shall also appoint a director for each Advisory Council. Each director must be a member of the respective Advisory Council's affected community and shall receive such compensation as provided by the annual appropriation ordinance.

From time to time the Commission may create additional Advisory Councils on matters of special concern to other racial, ethnic, cultural or social groups that have been or are subjected to discrimination as a result of membership in such a group.

Each Advisory Council shall have the following powers and duties, relating specifically to the segment of the population of Chicago described in the Council's name:

- (a) *To assist the Commission on Human Relations in designing educational and enforcement programs for the implementation of the policies embodied in Chapters 198.7B and 199 of the Municipal Code;*
- (b) *To act as a liaison between the city government and community organizations, in order to promote cooperation between the government and these organizations and among these organizations in order to enhance services to the population of Chicago;*

(c) *To cooperate, through the Commission on Human Relations, with the other Advisory Councils in the identification of practices and actions having a common discriminatory impact on the Advisory Council's target population and other segments of society, and in the design of programs for the elimination of such practices and actions;*

(d) *To develop a procedure, primarily through solicitation of advice from members of the affected community, for recommending appointments of successor members to their respective Advisory Council to the Mayor;*

(e) *To devise rules of procedure for its meetings, subject to the approval of the Commission on Human Relations; and*

(f) *To assist the Commission on Human Relations by recommending policies and programs, reviewing existing programs, conducting legislative research and reporting to the Commission on its findings with regard to the specific needs of its community.*

21-52. The Commission shall have the following powers and duties, in addition to those assigned by other provisions of the Municipal Code:

(a) *To advise and consult with the Mayor and the City Council on all matters involving prejudice or discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, source of income or professional training or education from an accredited institution and recommend such legislative action as it may deem appropriate to effectuate the policy of this ordinance.*

(b) *To cooperate with the Mayor, the City Council, officials, departments and agencies of the city government in securing equality of services to all citizens, and where the need is greater, in meeting that need with additional services.*

(c) *To develop and implement programs to train city employees in methods of dealing with intergroup relations, in order to develop respect for equal rights and to achieve equality of treatment regardless of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income.*

(d) *To require the assistance of the various departments and agencies of the city government in identifying and eliminating discriminatory activities. The head of every city department and agency shall provide to the Commission, at its request, information under control of the department or agency and relating to a pending complaint or matter under review by the Commission. Upon receipt of a recommendation from the Commission, the head of every*

department or agency shall submit to the Commission a written report indicating action on and disposition of the recommendation.

- (e) To initiate, receive and investigate complaints of alleged violations of Chapter 199 and Chapter 198.7B of the Municipal Code. A complaint must be filed no later than 180 days after the alleged violation. The person against whom a complaint is made shall be given a copy thereof within 10 days after it is filed, and shall be allowed to be present and offer a defense at any hearing thereon. Any person who files a complaint or against whom a complaint is made may be represented by counsel at any stage of conciliation, investigation or hearing on the complaint. The filing of a complaint pursuant to this section does not bar any person from seeking any other remedy that may be provided by law.*
- (f) To investigate complaints in order to determine whether there is substantial evidence that a violation of Chapter 199 or Chapter 198.7B has occurred. The investigation shall be completed within 180 days after receipt of the complaint, unless it is impractical to do so within that time. Within 30 days after completion of the investigation, the Commission shall issue a written determination whether there is substantial evidence that a violation has occurred. If the Commission determines that there is not substantial evidence, it shall give written notification of the determination to the charging party and the person against whom the complaint was made. Neither the Commission nor its staff shall disclose, other than at a hearing as provided in subsection (g) any information obtained in the course of investigation or conciliation.*
- (g) To conduct hearings on complaints under subsection (e) of this section, if the Commission determines that there is substantial evidence that a violation has occurred. Hearings may be conducted by the Commission, a member thereof, or a hearing officer appointed for that purpose. A hearing must be commenced within 90 days after the determination of substantial evidence that a violation has occurred. All testimony shall be under oath, and shall be either recorded or transcribed.*
- (h) To appoint one or more hearing officers to conduct hearings authorized by subsection (g) of this section.*
- (i) To expedite proceedings under this section under the following circumstances. The Commission at the request of the complainant may at any time consider a request for expedited proceedings. If the Commission determines that the complainant is likely to die before the termination of the proceedings established in this section, it may order the proceedings expedited. When an order for expedited proceedings is issued, the processing of the complainant's charge by the Commission shall take precedence over all matters except other matters of the same expedited character. Where such order is issued, the Commission, or any hearing officer shall be authorized to shorten any time period, other than the 180 day charge filing period set by this Act or by rule.*

- (j) *To attempt to settle or adjust any complaint by conciliation at any time that the complaint is pending.*
- (k) *To issue subpoena for the appearance of witnesses, the production of evidence, or both, in the course of investigations and hearings authorized under this section, if there is reason to believe that a violation has occurred and the testimony of the witness or the documents or items sought by the subpoena are relevant to the investigation. A subpoena shall be served in the same manner as subpoenas issued under the Rules of the Illinois Supreme Court to compel appearance of a deponent, and subject to the same witness and mileage fees fixed by law for such subpoenas. A subpoena issued under this section shall identify the person to whom it is directed and the documents or other items sought thereby, if any, and the date, time and place for the appearance of the witness and production of the documents or other items described in the subpoena. In no event shall the date for examination or production be less than seven days after service of the subpoena. No later than the time for appearance or production required by the subpoena, the person to whom the subpoena is directed may object to the subpoena, in whole or in part. The objection shall be in writing, delivered to the Commission, and shall specify the grounds for the objection. For seven days after receipt of a timely objection to a subpoena, the Commission shall take no action to enforce the subpoena or to initiate prosecution of the person to whom the subpoena is directed. During this seven day period the Commission, or the member or hearing officer conducting the hearing or investigation, shall consider the grounds for the objection and may attempt to resolve the objection through negotiation with the person to whom the subpoena is directed. The seven day period may be extended by the Commission, the member or hearing officer conducting the hearing or investigation, in order to allow completion of any negotiations. The extension shall be in writing addressed to the person to whom the subpoena is directed, and shall specify the date on which the negotiation period will end. Negotiations may include such matters as the scope of the subpoena and the time, place and manner of response thereto. The filing of an objection to a subpoena, and negotiations pursuant to an objection, shall not constitute refusal to comply with the subpoena, or interference with or obstruction of an investigation. Notwithstanding anything to the contrary contained herein, the Commission on Human Relations shall have no power or authority over any member of the City Council, any employee or staff person of any member of the City Council or any employee or staff person of any City Council committee, including, but not limited to the power of subpoena.*
- (l) *To render a decision upon the conclusion of a hearing, or upon receipt of a hearing officer's recommendation at the conclusion of a hearing, including findings of fact relating to the complaint, and to order such relief as may be appropriate under the circumstances determined in the hearing. Relief may include but is not limited to an order: to cease the illegal conduct complained of; to pay actual damages, as reasonably determined by the*

Commission, for injury or loss suffered by the complainant; to hire, reinstate or upgrade the complainant with or without back pay or provide such fringe benefits as the complainant may have been denied; to admit the complainant to a public accommodation; to extend to the complainant the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the respondent; to pay to the complainant all or a portion of the costs, including reasonable attorney fees, expert witness fees, witness fees, and duplicating costs, incurred in pursuing the complaint before the Commission or at any stage of judicial review; to take such action as may be necessary to make the individual complainant whole, including, but not limited to, awards of interest on the complainant's actual damages and backpay from the date of the civil rights violation. These remedies shall be cumulative, and in addition to any fines imposed for violation of provisions of Chapter 199 and Chapter 198.7B. If the hearing was conducted by a member of the Commission or by a hearing officer, the member or hearing officer shall submit written recommendations to the Commission, including recommended findings of fact and recommended relief. The Commission may adopt, reject or modify the recommendations, in whole or in part, or may remand for additional hearing on some or all of the issues presented. The Commission shall adopt the findings of fact recommended by a hearing officer or Commission member if the recommended findings are not contrary to the evidence presented at the hearing. Decisions of the Commission shall be in writing, and must be approved by a majority of a quorum of the Commission. Decisions of the Commission shall be subject to review in accordance with applicable law.

- (m) To seek judicial enforcement of its subpoenas, orders and decisions.*
- (n) To render an annual report of the activities of the Commission and its Advisory Councils and make recommendations to the Mayor and City Council. The report shall be published.*
- (o) To assist and advise the Advisory Councils in preparation of their respective rules of procedure for their meetings. Such procedural rules of the Advisory Councils shall be uniform to the extent practicable.*
- (p) To issue such other rules and regulations as may be necessary to implement its powers, including rules for briefing and oral argument in conjunction with hearings, defaulting of parties and dismissal of complaints for failure of a party to cooperate with the Commission.*

21-53. The Commission may also conduct research, public forums and educational programs on tensions between various groups within society, practices of discrimination based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or lawful source of income; conduct public hearings to ascertain the status and treatment of various racial, ethnic, religious, cultural and social groups within society; means of alleviating

discrimination and bias, and of improving human relations within the city; and issue such publications as may assist in the performance of its function.

SECTION 3. Chapter 199, Section 199-9 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

199-9. The Chicago Commission on Human Relations shall receive and [review charges] *investigate complaints* of violations of this chapter, and shall prepare and provide necessary forms for such [charges. The Commission shall refer charges to the Corporation Counsel for prosecution.] *complaints. No person shall refuse or fail to comply with any subpoena, order or decision issued in the course of or as a result of an investigation.*

SECTION 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting Sections 198.7B-6, 198.7B-7, 198.7B-8, 198.7B-9 and 198.7B-10 in their entirety, and by inserting a new Section 198.7B-6, as follows:

198.7B-6. Any person aggrieved in any manner by any violation of this chapter may file a written complaint with the Commission on Human Relations. The complaint shall include the name and address of the complainant and of every person against whom the complaint is made, and shall set out the facts giving rise to the complaint. No person shall refuse or fail to comply with any subpoena, order or decision issued in the course of or as a result of an investigation of a complaint.

SECTION 5. Chapter 198.7B, Section 198.7B-13 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

198.7B-13. The Corporation Counsel shall file with the Department of [Registration and Education] *Professional Regulation* of the State of Illinois a notice of the conviction of any licensed real estate broker or salesperson found guilty of violating this [ordinance.] *chapter.*

SECTION 6. Chapter 21 of the Municipal Code of Chicago is hereby amended by deleting Sections 21-5 through 21-8, inclusive; Sections 21-13 through 21-18, inclusive; Sections 21-32 through 21-35, inclusive; and the ordinance establishing the Mayor's Advisory Commission on Arab-American Affairs, passed March 29, 1989, and published at pages 26323 -- 26325 of the Journal of Proceedings of the City Council of said date and corrected June 14, 1989, and published at page 2224 of the Journal of Proceedings of the City Council of said date.

SECTION 7. This ordinance shall take effect 30 days after its passage and publication.

CORRECTIONS AND REVISIONS TO 1990 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED, NECESSARY FOR COMMISSION
ON HUMAN RELATIONS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on the Budget and Government Operations, deferred and published in the Journal of the Proceedings of February 7, 1990, pages 11128 through 11140 and page 11789, recommending that the City Council pass a proposed ordinance authorizing corrections and revisions to the 1990 Annual Appropriation Ordinance, as amended, necessary for the Commission on Human Relations.

Alderman Austin presented the following amendment:

"I move to amend the ordinance, Exhibit "A" printed in the Journal of Proceedings of February 7, 1990, page 11140, to correct the account number .0042 by changing the figure \$102,598,052 in the strike column to read \$102,948,052; and by changing the figure \$102,222,064 in the insert column to read \$102,572,064."

On motion of Alderman Austin, the foregoing amendment was *Adopted* by a viva voce vote.

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

Yeas -- Aldermen Roti, Beavers, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Bialczak, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Levar, Schulter, M. Smith, Stone -- 32.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Carter, Garcia, Davis, Figueroa, Mell, Hansen, Schiller, Orr -- 14.

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 as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 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 Ordinance.

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
	.0149	For the Purchase, Licensing, and Maintenance of Software Products	1,485	2,885

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
	.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
	.0350	Stationary and Office Supplies		4,000		14,700
	.0424	Furniture and Furnishings		0		25,400
	.0700	Contingencies		22,000		22,250

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
		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 Services			1	31,968
	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

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	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
	9650	Director		1 48,588
		Advisory Council On Asian Affairs -- 3020		
	0809	Executive Secretary I		1 \$18,708
	9650	Director		1 48,588

3/21/90

UNFINISHED BUSINESS

13539

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		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
	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

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		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	
	.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	

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
	.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		
		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		

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
	.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		
	.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		

Page	Code	Department And Item	Strike No.	Amount	Insert No.	Amount
	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		
	.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		

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
	.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		
		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		
	0810	Executive Secretary II	1	26,292		
	0308	Staff Assistant	1	23,832		

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Finance General -- 99-2005		
	.0042	Cost of Claims for Medical Care	\$102,948,052	\$102,572,064

AMENDMENT OF MUNICIPAL CODE CHAPTER 9, SECTION 9-1(c)
BY FURTHER DEFINING QUALIFICATIONS OF
COMMISSIONER OF HEALTH.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Health, deferred and published in the Journal of the Proceedings of February 28, 1990, pages 12056 and 12057, recommending that the City Council pass a proposed ordinance amending Chapter 9, Section 9-1(c) of the Municipal Code to further define the qualifications of the Commissioner of Health.

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

Yeas -- Aldermen Roti, Bloom, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Jones, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Hansen, Levar, Schulter, M. Smith, Orr, Stone -- 33.

Nays -- Aldermen Rush, Tillman, T. Evans, Beavers, Shaw -- 5.

Alderman Hansen 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 9, Section 9-1(c) of the Municipal Code of Chicago is hereby amended by inserting the language in italics and by deleting the language bracketed, as follows:

9-1(c). All matters pertaining to the administration of the staff of the Board of Health and the proper protection and promotion of public health shall be in charge of a Commissioner of Health, who shall *either be a physician, duly licensed in [Illinois.] Illinois, or have an advanced degree in a field related to public health and professional experience in public health administration or hospital administration.* If the commissioner is not a physician, at least one deputy commissioner of the Department of Health shall be a physician, duly licensed to practice in Illinois. [Said] The commissioner, and one or more [assistant] deputy commissioners, shall be appointed by the Mayor. The Commissioner of Health, the [assistant] deputy commissioners of health, and the staff under their direction shall be an executive department, which shall be known as the Department of Health of the City of Chicago and shall function under the direction of and be responsible to the Mayor of the City of Chicago.

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

Action Deferred -- PROHIBITION OF PEDDLING AT ALL
TIMES WITHIN FORTY-FOURTH WARD.

On motion of Alderman Hansen, the City Council took up for consideration the report of the Committee on Streets and Alleys, deferred and published in the Journal of the Proceedings of February 7, 1990, pages 11523 and 11524, recommending that the City Council pass a proposed ordinance authorizing the prohibition of peddling at all times within the 44th Ward.

Alderman Shiller presented the following amendment:

"Add language in italics:

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 *except for the 1,000 feet surrounding Wrigley Field* as said ward is defined on the effective date of this ordinance."

Alderman Hansen moved to *Lay on the Table* the foregoing amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Jones, Krystyniak, Soliz, Butler, Bialczak, Gabinski, Mell, Austin, Banks, Cullerton, Laurino, Pucinski, Natarus, Hansen, Levar, Schulter, Stone -- 24.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Carter, E. Smith, Davis Figueroa, Giles, Shiller, M. Smith, Orr -- 12.

Alderman Hansen then moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Krystyniak, Soliz, Butler, Bialczak, Gabinski, Mell, Banks, Cullerton, Laurino, Pucinski, Natarus, Hansen, Levar, Schulter, Stone -- 22.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Shaw, Carter, E. Smith, Figueroa, Shiller, M. Smith, Orr -- 11.

Alderman Hansen then moved to *Reconsider* the foregoing vote. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Burke and Alderman Hansen, the said proposed ordinance was *Deferred* and ordered published.

The said proposed ordinance reads as follows:

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.

SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR SOUTHEAST
SIDE AIRPORT MASTER PLAN STUDY.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of February 28, 1990, pages 11937 through 11944, recommending that the City Council authorize the submission of a grant application to the Federal Aviation Administration for a southeast side airport master plan study.

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

Yeas -- Aldermen Roti, Rush, Beavers, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Jones, Krystyniak, Soliz, Butler, Bialczak, Figueroa, Gabinski, Mell, Austin, Banks, Cullerton, Laurino, Pucinski, Levar, Schulter, M. Smith, Stone -- 27.

Nays -- Aldermen Tillman, T. Evans, Bloom, Vrdolyak, Davis, Shiller, Orr -- 7.

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 Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an Application for Federal Assistance, said Application to be substantially in the form as attached.

SECTION 2. The Mayor of the City of Chicago is authorized in making of said Application to commit a local contribution for the aforesaid program amounting to \$571,640.

SECTION 3. The Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said Application.

SECTION 4. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel.

SECTION 5. This ordinance shall become effective immediately upon its passage.

[Application forms attached to this ordinance printed
on pages 13549 through 13560
of this Journal.]

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFICATION NUMBER	3. STATE APPLICATION IDENTIFICATION NUMBER
1. TYPE OF SUBMISSION <input type="checkbox"/> NOTICE OF INTENT (OPTIONAL) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION		a. NUMBER b. DATE Year month day 19 90 01 29	a. NUMBER b. DATE ASSIGNED Year month day 19
4. LEGAL APPLICANT/RECIPIENT a. Applicant Name City of Chicago b. Organization Unit Department of Aviation c. Street/P.O. Box 20 N. Clark St. Room 3000 d. City Chicago e. State Illinois f. Contact Person (Name & Telephone No.) Kitty Freidheim 312-744-4151		5. EMPLOYER IDENTIFICATION NUMBER (EIN) a. PRO. GRAM b. NUMBER 20-110 c. TITLE Airport Improvement Program	
7. TITLE OF APPLICANT'S PROJECT (Use section IV of the form to provide a summary description of the project) Master Plan Study Lake Calumet Airport		8. TYPE OF APPLICANT/RECIPIENT <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Trust <input type="checkbox"/> Other	
9. AREA OF PROJECT IMPACT (Name of area, address, zone, etc.) Chicago Metropolitan Area		10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000.	11. TYPE OF ASSISTANCE <input type="checkbox"/> Construction <input type="checkbox"/> Acquisition <input type="checkbox"/> Other
12. PROPOSED FUNDS a. FEDERAL \$ 166,760.00 b. APPLICANT 285,820.00 c. STATE 285,820.00 d. LOCAL .00 e. OTHER .00 Total \$ 5,716,400.00		13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT City-wide b. PROJECT City-wide	14. TYPE OF APPLICATION <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Other
15. PROJECT START DATE Year month day 19 90 7 1		16. PROJECT DURATION 24 Months	17. TYPE OF CHANGE (If No or Not Applicable) <input type="checkbox"/> Extension <input type="checkbox"/> Amendment <input type="checkbox"/> Other
18. FEDERAL AGENCY TO RECEIVE REQUEST a. ORGANIZATIONAL UNIT (If Appropriate) Department of Transportation b. ADMINISTRATIVE CONTACT (If Known) Robert DeRoach c. ADDRESS 2300 E. Devon Avenue, Des Plaines, IL 60018		19. ESTIMATED FEDERAL GRANT IDENTIFICATION NUMBER	
20. REMARKS ADDED <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		21. YES THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE _____ <input type="checkbox"/> NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, and on the information furnished to me, the information on this application has been duly authorized by the governing body of the applicant and the applicant will comply with the attached conditions if the assistance is approved.		23. TYPED NAME AND TITLE Jay E. Franke Commissioner of Aviation	
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER 26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDS a. FEDERAL \$ b. APPLICANT c. STATE d. LOCAL e. OTHER f. TOTAL \$	29. ACTION DATED 19 Year month day 30. STARTING DATE 19 Year month day 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) 32. ENDING DATE 19 Year month day 33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No

Department Of Transportation -- Federal Aviation Administration.

Preapplication For Federal Assistance.

Part II.

1. Does this assistance request require State, local, regional or other priority rating?
_____ Yes No
2. Does this assistance require State or local advisory, educational or health clearance?
_____ Yes No
3. Does this assistance request require Clearinghouse review?
 Yes _____ No
4. Does this assistance request require State, local regional or other planning approval?
_____ Yes No
5. Is the proposed project covered by an approved comprehensive plan?
_____ Yes No
6. Will the assistance requested serve a Federal installation?
_____ Yes No
7. Will the assistance requested be on Federal land or installation?
_____ Yes No
8. Will the assistance requested have an effect on the environment?
_____ Yes No
9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

_____ Yes X No

10. Is there other related assistance for this project previous, pending, or anticipated?

_____ Yes X No

Part III -- Project Budget.

Federal Catalog Number (a)	Type Of Assistance Loan, Grant, Etc. (b)	First Budget Period (c)	Balance Of Project (d)	Total (e)
1. 20.106	Grant			\$5,144,760.00
2.				
3.				
4.				
5.				
6. Total Federal Contribution		\$	\$	\$5,144,760.00
7. State Contribution				285,820.00
8. Applicant Contribution				285,820.00
9. Other Contributions				
10. Totals		\$	\$	\$5,716,400.00

Part IV -- Program Narrative Statement.

(Attach per instruction)

Department Of Transportation -- Federal Aviation Administration.

Part II.

Project Approval Information

Section A.

Item 1.

Does this assistance request require State, local, regional, or other priority rating?

Yes No

Name of Governing Body: _____

Priority Rating: _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances?

Yes No

Name of Agency or Board: _____

(attach documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?

(attach comments)

Yes No

Item 4.

Does this assistance request require State, local, regional or other planning approval?

Name of Approving Agency: _____

Date: _____

Yes No

Item 5.

Is the proposed project covered by an approved comprehensive plan?

Check on: State []

Local []

Regional []

Yes No

Location of plan: _____

Item 6.

Will the assistance requested serve a Federal installation?

Name of Federal Installation: _____

Yes No

Federal Population benefiting from Project: _____

Item 7.

Will the assistance requested be on Federal land or installation?

Name of Federal Installation: _____

Yes No

Location of Federal Land: _____

Percent of Project: _____

Item 8.

Will the assistance requested have an impact or effect on the environment?

See instruction for additional information to be provided.

_____ Yes X No

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms?

Number of:

Individuals: _____

_____ Yes X No

Families: _____

Businesses: _____

Farms: _____

Item 10.

Is there other related Federal assistance on this project previous, pending or anticipated?

See instructions for additional information to be provided.

_____ Yes X No

Section B.

11. Sites and Improvements:

X Not required

_____ Attached as exhibits.

Applicant intends to acquire the site through:

- _____ Eminent domain
- _____ Negotiated purchase
- _____ Other means (specify).

12. Title or Other Interest in the Site is or will be vested in:

- _____ Applicant
- _____ Agency or institution operating the facility
- _____ Other (specify).

13. Indicate whether Applicant/Operator has:

- _____ Fee simple title
- _____ Leasehold interest
- X Other (specify). To be determined

14. If Applicant/Operator has Leasehold Interest, give the following information:

- a. Length of lease or other estate interest _____, and number of years to run _____.
- b. Is lease renewable?: _____ Yes _____ No.
- c. Current appraised value of land: \$ _____.
- d. Annual rental rates: \$ _____.

15. Attach an Opinion from Acceptable Title Counsel describing the Interest Applicant/Operator has in the Site and certifying that the Estate or Interest is legal and valid.

16. Where applicable, attach Site Survey, Soil Investigation Reports and Copies of Land Appraisals.

17. Where applicable, attach Certification from architect on the feasibility of improving existing Site Topography.

18. Attach Plot Plan.

19. Construction Schedule Estimates:

- _____ Not required
- _____ Being prepared
- _____ Attached as exhibits.

Percentage of completion of drawings and specifications at application date:

- Schematics _____ %
- Preliminary _____ %
- Final _____ %

20. Target Dates for:

- Bid Advertisement: _____
- Contract Award: _____
- Construction Completion: _____
- Occupancy: _____

21. Description of Facility:

- _____ Not required
- _____ Attached as exhibits.

Drawings -- Attach any drawings which will assist in describing the project.

Specifications -- Attach copies of completed outline specifications.

(If drawings and specifications have not been fully completed, please attach copies or working drawings that have been completed.)

Part III -- Budget Information -- Construction.

Section A -- General.

1. Federal Domestic Assistance Catalog No. 20,106
2. Functional or Other Breakout _____

Section B -- Calculation Of Federal Grant.

Cost Classification	Use Only For Revisions		Total Amount Required
	Latest Approved Amounts	Adjustment + or (-)	
1. Administration Expense	\$	\$	\$
2. Preliminary Expense			
3. Land, Structures, Right-of-Way			
4. Architectural Engineering Basic Fees -- Planning Study			5,716,400
5. Other Architectural Engineering Fees			
6. Project Inspection Fees			
7. Land Development			

Cost Classification	Use Only For Revisions		Total Amount Required
	Latest Approved Amounts	Adjustment + or (-)	
8. Relocation Expense			
9. Relocation Payments to Individuals and Businesses			
10. Demolition and Removal			
11. Construction and Project Improvement			
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			\$5,716,400
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			5,716,400
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amount (excluding Rehabilitation Grants)			5,716,400
20. Federal Share requested of Line 19			5,144,760
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal Grant Requested (Lines 20 and 21)			5,144,760
23. Grantee Share			285,320

3/21/90

UNFINISHED BUSINESS

13559

Cost Classification	Use Only For Revisions		Total Amount Required
	Latest Approved Amounts	Adjustment + or (-)	
24. Other Shares			285,320
25. Total Project (Lines 22, 23 and 24)	\$	\$	\$5,716,400

Section C -- Exclusions.

Classification	Ineligible For Participation (1)	Excluded From Contingency Provisions (2)
26.		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g.		
TOTALS	\$	\$

Section D -- Proposed Method Of Financing Non-Federal Share.

27. Grantee Share	\$
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain) -- Land Support Funds	285,820.00
h. TOTAL -- Grantee Share	285,820.00
28. Other Shares	
a. State	285,820.00
b. Other	
c. Total Other Shares	285,820.00
29. TOTAL	\$571,640.00

Section E -- Remarks.

(See Attached)

Part IV -- Program Narrative (Attach -- See Instructions).

AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW CHAPTER 27.1
ENTITLED "ADMINISTRATIVE ADJUDICATION OF PARKING VIOLATIONS"
AND REVISION OF EXISTING CHAPTER 27 REGULATING
ADMINISTRATIVE ADJUDICATION AND
ENFORCEMENT OF PARKING
ORDINANCES.

On motion of Alderman Burke, the City Council took up for consideration the report of the Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Traffic Control and Safety, deferred and published in the Journal of the Proceedings of February 28, 1990, pages 12578 and 12580 through 12605, recommending that the City Council pass a proposed substitute ordinance amending the Municipal Code by the addition of a new Chapter 27.1 entitled "Administrative Adjudication of Parking Violations" and the revision of existing Chapter 27 regulating the administrative adjudication and enforcement of parking ordinances.

On motion of Alderman Burke, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding in proper numerical sequence a new Chapter 27.1, entitled "Administrative Adjudication Of Parking Violations", as follows:

27.1-1. (a) The purpose of this chapter is to provide for the administrative adjudication of violations of ordinances regulating vehicular standing and parking within the city and to establish a fair and efficient system for the enforcement of such regulations.

(b) The administrative adjudication system, established pursuant to Section 11-208.3 of the Illinois Vehicle Code, shall be operated under the supervision of the City Parking Administrator who is authorized to adopt, distribute, and process parking violation notices and additional notices, collect money paid as fines and penalties for violations of

parking ordinances, and establish procedures necessary for the prompt, fair and efficient operation of the administrative adjudication system.

(c) The City Parking Administrator is further authorized to adopt rules and regulations pertaining to: the hearing process, the selection and appointment of hearing officers, the content of forms and procedures, and the daily operation of the administrative adjudication of parking violations program.

27.1-2. (a) The violation of any provision of Chapter 27 prohibiting or restricting vehicular standing or parking shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in this chapter, shall be imposed.

(b) The fines listed below shall be imposed for a violation of the following sections of Chapter 27 of the Municipal Code:

27-305	\$ 15.00
27-306(a) and (b)	15.00
27-307	15.00
27-308(d)	50.00
27-311(a) (1)-(6) and (8)-(20)	25.00
27-311(a) (7)	50.00
27-312(b) and (c)	100.00
27-313	15.00
27-314(b)	15.00
27-315	15.00
27-316	25.00
27-317	15.00
27-317.1	50.00
27-318	25.00
27-319	15.00
27-320	25.00
27-321	25.00

27-322	\$25.00
27-323	15.00
27-324	15.00
27-325	15.00
27-326	25.00
27-329(a)	10.00
27-329(b)	20.00
27-372	25.00
27-411.2	50.00

All other violations of any provision of Chapter 27 prohibiting or restricting vehicular standing or parking not specified in this schedule \$15.00

27.1-3. (a) *Whenever any vehicle shall have been parked in violation of any provision of Chapter 27 prohibiting or restricting vehicular standing or parking, the person in whose name the vehicle is registered with the Secretary of State of Illinois or such other State's registry of motor vehicles shall be prima facie responsible for the violation and subject to the penalty therefor.*

(b) *Whenever any vehicle is parked in violation of any provision of Chapter 27 prohibiting or restricting vehicular parking or standing, any police officer, other designated member of the police department, parking enforcement aide or other person designated by the City Parking Administrator observing such violation may issue a parking violation notice, as provided for in Section 27.1-4 and serve the notice on the owner of the vehicle by handing it to the operator of the vehicle, if he is present, or by affixing it to the vehicle in a conspicuous place. The issuer of the notice shall specify on the notice his identification number, the particular parking regulation allegedly violated, the make and state registration number of the cited vehicle, and the place, date, time and nature of the alleged violation and shall certify the correctness of the specified information by signing his name to the notice.*

(c) *It shall be unlawful for any person, other than the owner of the vehicle or his designee, to remove from a vehicle a parking violation notice affixed pursuant to this chapter.*

27.1-4. (a) *The parking violation notice shall contain the information required under Section 27.1-3. In addition, the notices shall state the applicable fine as provided in Section 27.1-2, the monetary penalty which shall be automatically assessed for late payment, that vehicle immobilization and driver's license suspension may be imposed if fines and penalties are not paid in full, that payment of the indicated fine, and of any applicable penalty for late payment, shall operate as a final disposition of the violation, and information as to the availability of an administrative hearing in which the violation may be contested on its merits and the time and manner in which such hearing may be had.*

(b) *The City Parking Administrator shall distribute parking violation notices to parking enforcement aides, other persons authorized to issue parking violation notices, and the Department of Police for issuance pursuant to Section 27.1-3. The Superintendent of Police shall be responsible for the distribution of the notice forms within the Department of Police, shall maintain a record of each set of notices issued to individual members of the department and shall retain a receipt for every set so issued.*

(c) *The City Parking Administrator shall compile and maintain complete and accurate records relating to all parking violation notices issued pursuant to Section 27.1-3 and the dispositions thereof. In addition, the City Parking Administrator shall make certified reports to the Secretary of State pursuant to Section 6-306.5 of the Illinois Vehicle Code.*

27.1-5. (a) *A person on whom a parking violation notice has been served pursuant to Section 27.1-3 shall within 7 days from the date of the notice: (1) pay the indicated fine; or, in the manner indicated on the notice, either (2) submit the materials set forth in Section 27.1-7 to obtain an adjudication by mail; or (3) request an administrative hearing as set forth in Section 27.1-8 to contest the charged violation. A response by mail shall be deemed timely if postmarked within 7 days of the issuance of the notice of violation.*

(b) *If the respondent submits documentary evidence to obtain an adjudication by mail pursuant to Section 27.1-7, the City Parking Administrator shall send the respondent a copy of the hearing officer's determination in accordance with subsection (f) herein.*

(c) *If the respondent requests an administrative hearing to contest the cited violation pursuant to Section 27.1-8, the City Parking Administrator shall notify the respondent in writing of the location and time available for a hearing in accordance with subsection (f) herein.*

Where a respondent who has requested an administrative hearing either fails to pay the indicated fine prior to the hearing or appear at a hearing, a determination of parking violation liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of a hearing officer's determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) herein. Upon the occurrence of a final determination of parking violation liability, any unpaid fine or penalty will constitute a debt due and owing the city. The City Parking Administrator will cause a notice of hearing providing this information to be sent to the respondent in accordance with subsection (f) herein.

(d) If no response is made in accordance with subsection (a) of this section, the City Parking Administrator shall cause a second notice of violation to be sent to the respondent in accordance with subsection (f) herein. The notice shall specify the date and location of the violation, the make and state registration number of the cited vehicle, the code provision violated, the applicable fine, and the time and manner in which the respondent may obtain an adjudication by mail or request a hearing to contest the violation. If the respondent requests an administrative hearing to contest the cited violation, the City Parking Administrator will cause a notice of hearing to be sent to the respondent as provided in subsection (c) herein.

If the respondent fails to pay the indicated fine, submit documentary evidence to obtain an adjudication by mail, or request a hearing to contest the charged violation within 14 days from the date of such notice, a determination of parking violation liability shall be entered in the amount of the fine indicated on the notice of violation. Failure to pay the fine within 21 days of issuance of the determination of liability will result in the imposition of a late payment penalty pursuant to subsection (e) hereon. Upon the occurrence of a final determination of parking violation liability, any unpaid fine or penalty will constitute a debt due and owing the city. The second notice of violation shall provide the above information.

(e) Failure by any respondent to pay or mail payment of the fine for a parking violation within 21 days of the issuance of the determination of liability will automatically subject the respondent to a penalty for late payment. The penalty for late payment shall be an amount equal to the amount of the fine for the relevant parking violation.

(f) The City Parking Administrator shall serve the notice of hearing, the second notice of violation, the hearing officer's determination, the notice of final determination of parking violation liability, the notice of impending vehicle immobilization and the notice of impending driver's license suspension, where applicable, by first class mail, postage prepaid, to the address of the registered owner of the cited vehicle as recorded with the Secretary of State of Illinois. If the vehicle is registered in a state other than Illinois, the City Parking Administrator shall send the appropriate notice to the address of the registered owner as recorded in such other state's registry of motor vehicles.

27.1-6. A person charged with a parking violation may contest the charge through an adjudication by mail or at an administrative hearing limited to one or more of the following grounds with appropriate evidence to support:

- (1) That the respondent was not the owner or lessee of the cited vehicle at the time of the violation;*
- (2) That the cited vehicle or its state registration plates were stolen at the time the violation occurred;*
- (3) That the relevant signs prohibiting or restricting parking were missing or obscured;*

- (4) *That the relevant parking meter was inoperable or malfunctioned through no fault of the respondent;*
- (5) *That the facts alleged in the parking violation notice are inconsistent or do not support a finding that the specified regulation was violated.*

27.1-7. (a) Administrative hearings to review materials submitted for the adjudication by mail of parking violations cited pursuant to Section 27.1-3 shall be held by a hearing officer appointed by the City Parking Administrator and conducted in accordance with this section.

(b) The respondent may contest a parking violation based on one or more of the grounds provided in Section 27.1-6, by mailing to the Bureau of Parking Enforcement the following materials and information: the notice of violation, the full name, address and telephone number(s) of the respondent; the make, model and year of the vehicle; any documentary evidence that rebuts the charge; and a written statement signed by the respondent setting forth facts relevant to establishing a defense to the charge. A photocopy of any documentary evidence submitted by any party shall be accepted as the equivalent of the original document.

(c) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking violation notice, or a copy thereof, issued in accordance with Section 27.1-3 shall be prima facie evidence of the correctness of the facts specified therein.

(d) Upon review of the materials submitted in accordance with subsection (b) herein, the hearing officer shall enter a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in Section 27.1-2. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

27.1-8. (a) Administrative hearings for the adjudication of parking violations issued pursuant to Section 27.1-3 shall be held before a hearing officer appointed by the City Parking Administrator and conducted in accordance with this section.

(b) The respondent may appear pro se or, at his own expense, by an attorney. An attorney who appears on behalf of any person shall file with the hearing officer a written appearance on a form provided by the City Parking Administrator for such purpose.

(c) The formal and technical rules of evidence shall not apply in the conduct of the hearing.

(d) All testimony shall be given under oath or affirmation, which shall be administered by the hearing officer. The hearing officer may issue subpoenas to secure the attendance and testimony of witnesses and the production of relevant documents; provided, however, that a respondent who appears by an attorney shall not be compelled to attend the hearing and may submit his testimony, if any, by affidavit. In addition,

witnesses who have not been subpoenaed to attend the hearing may submit their testimony, if any, by affidavit.

(e) No violation may be established except upon proof by a preponderance of the evidence; provided, however, that a parking violation notice, or a copy thereof, issued and signed in accordance with Section 27.1-3 shall be prima facie evidence of the correctness of the facts specified therein.

(f) The hearing officer may, on a showing of good cause, grant one continuance to a date certain.

(g) The City Parking Administrator shall cause a record to be made of each hearing, and recording devices may be used for such purpose.

27.1-9. (a) Upon conclusion of a hearing under Section 27.1-8, the hearing officer shall issue a determination of no liability or of liability in the amount of the fine for the relevant violation as provided in Section 27.1-2. Upon issuance, such determination shall constitute a final determination for purposes of judicial review under the Administrative Review Law of Illinois.

(b) If a person fails to respond to the parking violation notice and the second notice of violation, a determination of liability shall be entered against the respondent pursuant to Section 27.1-5(d) and shall be served upon the respondent in accordance with Section 27.1-5(f). Such determination shall become final for purposes of judicial review under the Administrative Review Law of Illinois upon the denial of, or the expiration of the time in which to file, a timely petition to set aside the determination as provided in subsection (c) of this section.

(c) Within 21 days from the issuance of a determination of liability pursuant to subsection (b) herein, the person against whom the determination was entered may petition the City Parking Administrator by appearing in person, at the location specified in the hearing officer's determination, to set aside the determination; provided, however, the grounds for the petition shall be limited to: (1) the person not having been the owner or lessee of the cited vehicle on the date the parking violation notice was first issued; (2) the person having already paid the fine or penalty for the parking violation in question; or (3) excusable failure, based upon criteria established by the City Parking Administrator, to appear at or request a new date for a hearing. The petitioner shall appear with appropriate evidence, pursuant to Section 27.1-6, so that if the petition is granted, he is prepared to proceed immediately with a hearing on the merits.

27.1-10. (a) If any fine or penalty is owing and unpaid after a determination of liability has become final and the respondent has exhausted or failed to exhaust judicial procedures for review, the City Parking Administrator shall cause a notice of final determination of parking violation liability to be sent to the respondent in accordance with Section 27.1-5(f).

(b) Any fine and penalty, if applicable, remaining unpaid after the notice of final determination of parking violation liability is sent shall constitute a debt due and owing the city. Failure of the respondent to pay such fine or penalty within 14 days of the date of

the notice may result in the city's filing of a petition in the Circuit Court of Cook County to have reduced to judgment any unpaid fine or penalty with costs, and, if applicable: (1) the immobilization of the person's vehicle for failure to pay fines or penalties for five or more parking violations and (2) the suspension of the person's driver's license for failure to pay fines or penalties for ten or more parking violations.

27.1-11. Where the registered owner of a vehicle served with a parking violation notice is the City of Chicago, the City Parking Administrator shall notify the department, agency or office to which the vehicle is assigned. Officers and employees of the City of Chicago shall be held personally liable for parking violation notices served upon city vehicles assigned to their possession or use unless the fine for such violation is paid by the respective city department, agency or office.

27.1-12. (a) The City Parking Administrator is hereby authorized to direct and supervise a program of vehicle immobilization for the purpose of enforcing the parking regulations of this chapter. The program of vehicle immobilization shall provide for immobilizing any eligible vehicle located upon the public way or any city-owned property by placement of a restraint in such a manner as to prevent its operation or if the eligible vehicle is parked or left in violation of any provision of this chapter concerning obstruction of traffic, access or egress from any driveways, alleys, firelanes, hydrants or stations, or in any place where it constitutes an obstruction or a hazard, or where it impedes city workers during such operations as snow removal, the City Parking Administrator may cause the eligible vehicle to be towed to a city vehicle pound or relocated to a legal parking place and there restrained.

(b) When the registered owner of a vehicle has accumulated five or more final determinations of parking violation liability for which the fines and penalties, if applicable, have not been paid in full, the City Parking Administrator shall cause a notice of impending vehicle immobilization to be sent, in accordance with Section 27.1-5(f). The notice of impending vehicle immobilization shall state the name and address of the registered owner, the state registration number of the vehicle or vehicles registered to such owner, and the serial numbers of parking violation notices which have resulted in final determinations of liability for which the fines or penalties remain unpaid. Failure to pay the fines and penalties owed within 21 days from the date of the notice will result in the inclusion of the state registration number of the vehicle or vehicles of such owner on an immobilization list. A person may challenge the validity of the notice of impending vehicle immobilization by requesting a hearing and appearing in person to submit evidence which would conclusively disprove liability within 21 days of the date of the notice. Documentary evidence which would conclusively disprove liability shall be based on the following grounds:

- (1) That all fines and penalties for the parking violations cited in the notice have been paid in full; or*
- (2) That the registered owner has not accumulated five or more final determinations of parking violation liability which were unpaid at the time the notice of impending vehicle immobilization was issued.*

(c) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice shall also provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing. If the restraint has not been released within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded.

(d) The owner of an immobilized vehicle or other authorized person may secure the release of the vehicle by paying the immobilization, towing and storage fees provided in subsection (g) herein, and all fines and penalties remaining due on each final determination of parking violation liability issued to such person.

(e) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous, if the owner files a written request for a hearing with the City Parking Administrator within 14 days after immobilization or 14 days of the date of the notice sent pursuant to subsection (f) herein, whichever is later. Hearings requested pursuant to this subsection shall be conducted by a hearing officer upon receipt of a written request for a hearing. The determination of the hearing officer regarding the validity of the immobilization shall become final for the purpose of judicial review under the Administrative Review Law of Illinois upon issuance.

(f) Within 10 days after a vehicle has been impounded, a notice of impoundment shall be sent by certified mail, return receipt requested, to the address of the registered owner as listed with the Secretary of State. The notice shall state that the owner has the right to request a post-immobilization and post-towing hearing as provided in subsection (e) herein, and that if the vehicle is not claimed within 30 days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with Section 4-208 of the Illinois Vehicle Code.

(g) The fee for immobilization shall be \$60.00, the fee for towing subsequent to immobilization shall be \$100.00 and the storage fee shall be \$5.00 per day, or \$15.00 per day if the vehicle has a gross weight of 8,000 pounds or more; provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous.

(h) It shall be unlawful to relocate or tow any vehicle restrained by an immobilizing device without the approval of the City Parking Administrator. The unauthorized removal of an immobilized vehicle shall be subject to a penalty of no less than \$500.

27.1-13. (a) When a person has failed to pay any fine or penalty due and owing pursuant to this chapter on ten or more parking violations, the City Parking Administrator shall cause a notice of impending driver's license suspension to be sent, in accordance with Section 27.1-5(f). The notice shall state that failure to pay the amount owing within 45 days of the date of the notice will result in the city's notifying the

Secretary of State that the person is eligible for initiation of suspension proceedings pursuant to Section 6-306.5 of the Illinois Vehicle Code.

(b) If a person sent a notice pursuant to subsection (a) fails to pay the amount owing within the time stated on the notice, the City Parking Administrator may file with the Secretary of State a certified report, in accordance with Section 6-306.5(c) of the Illinois Vehicle Code, that the person is eligible for initiation of suspension proceedings. The City Parking Administrator shall assess a \$20.00 filing fee against the person named in the certified report to reimburse the city for the expense of preparing and filing the certified report with the Secretary of State.

(c) A person named in a certified report filed pursuant to subsection (b) may, within 21 days of the date of the notice sent by the Secretary of State pursuant to Section 6-306.5(b) of the Illinois Vehicle Code, file with the City Parking Administrator a written statement and supporting documentation to challenge the report; provided, however, the grounds for such challenge shall be limited to (1) the person not having been the owner or lessee of the vehicle or vehicles receiving ten or more parking violations notices on the date or dates such notices were issued or (2) the person having already paid the fine and penalty for the ten or more violations indicated on the report. The City Parking Administrator shall send notice of the decision on the challenge of the report after receipt thereof.

(d) If a person named in a certified report has paid the previously reported fine or penalty or if the report is determined by the City Parking Administrator to be in error, the City Parking Administrator shall notify the Secretary of State in accordance with Section 6-306.5(d) of the Illinois Vehicle Code. A certified copy of such notification shall be given, upon request and at no charge, to the person named therein.

27.1-14. (a) In accordance with Section 11-1306 of the Illinois Vehicle Code, no person who is the lessor of a vehicle pursuant to a written lease agreement shall be liable for a violation of any standing or parking regulation of this chapter involving such vehicle during the period of the lease if upon receipt of a notice of violation sent within 120 days of the violation he shall, within 60 days thereafter, provide to the City Parking Administrator the name and address of the lessee.

(b) Upon receipt of a lessor's notification of the name and address of his lessee, provided pursuant to Section 11-1305 or 11-1306 of the Illinois Vehicle Code, the City Parking Administrator shall cause a notice of violation to be sent to the lessee as provided for in Section 27.1-5(d).

SECTION 2. Chapter 27, Section 27-200 of the Municipal Code of Chicago is hereby amended by adding the following italicized definitions, in proper alphabetical sequence and by amending the definitions of "parking" and "standing" as follows:

27-200. Whenever in this chapter and Chapter 27.1, the following words and phrases are used, they shall have the meanings respectively ascribed to them in this section:

Adjudication by mail. An administrative process by which a registered owner of a vehicle or his attorney may submit documentary evidence by mail to a hearing officer in order to contest liability for a parking violation.

Administrative hearing. A hearing in person before a hearing officer at which a registered owner of a vehicle or his attorney may contest liability for a parking violation.

Determination of parking violation liability or nonliability. The finding of liability or nonliability for a parking violation reached by a hearing officer after consideration of documentary evidence submitted for adjudication by mail, after an administrative hearing at which the registered owner or his attorney appears to contest liability for a parking violation, or after the registered owner has failed to appear at a requested administrative hearing or respond to a second notice of violation.

Final determination of parking violation liability. A hearing officer's determination becomes a final determination for purposes of the Administrative Review Law of Illinois upon the exhaustion or failure to exhaust procedures for administrative or judicial review.

Outstanding parking violation. A parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint or a notice of parking violation which has resulted in a final determination of parking violation liability for which payment in full has not been made.

Parking (to park). The standing of [a vehicle whether occupied or not, upon a roadway, for a period of time greater than reasonably necessary either for loading or unloading or in obedience to traffic regulations or official traffic signs or signals] an unoccupied vehicle otherwise than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

Parking violation complaint. A parking ticket summons and complaint, placed on a vehicle parked or standing in violation of this chapter or given to the driver of the vehicle and returnable to the Circuit Court of Cook County.

Parking violation notice. A handwritten or computer-generated notice placed on a vehicle parked or standing in violation of this chapter or given to the driver of the vehicle, which may be challenged and enforced in accordance with the process of administrative adjudication.

Parking violation notice copy. Any duplicate, photocopy or reproduction, including any computer-stored or computer-generated representation of the parking violation notice.

Second notice of parking violation. The notice, mailed to the address supplied to the Secretary of State by the registered owner of a vehicle, sent after the registered owner has failed to respond within the time allotted by ordinance to a parking violation notice placed on or given to the driver of such vehicle.

[Stop, Stopping, or] Standing (*to stand*). [When prohibited, means any stopping or standing] *The halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers, provided that, an operator is either in the vehicle or in the immediate vicinity, so as to be capable of immediately moving the vehicle at the direction of a police officer or traffic control aide.* [Except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control sign or signal.]

SECTION 3. Chapter 27 of the Municipal Code of Chicago is hereby amended in subsection 27-308(d) by adding the language in italics and deleting the language in brackets as follows:

27-308.

* * *

(d) It shall be unlawful to park any vehicle on any street during the period for which temporary street cleaning signs have been posted *unless such street cleaning operation has been completed.* The [Commissioner of Public Works] *Department of Streets and Sanitation* has the authority to tow vehicles in violation of this section to the nearest lawful parking space or to temporarily move such vehicle during street cleaning operations. *The owner of a vehicle parked in violation of this subsection* [Any person found parking a vehicle in violation of street cleaning signs posted pursuant to subparagraph (b) above] shall be subject to a fine of Fifty Dollars (\$50.00).

SECTION 4. Chapter 27 of the Municipal Code of Chicago is hereby amended in Section 27-309 by adding the language in italics and deleting the language in brackets as follows:

27-309. The provisions of *this chapter* [any ordinance] prohibiting the stopping, standing or parking of vehicles shall apply at all times or at those times therein specified or as indicated on official signs except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

Notwithstanding any other provisions of this *chapter* [code], any motor vehicle bearing *handicapped (WC) or disabled veterans (D) state registration plates or a handicapped parking decal or device issued pursuant to Section 3-616 or 11-1301.2* [registration plates issued to physically handicapped persons or disabled veterans pursuant to the provisions] of the Illinois Vehicle Code is hereby *exempt from the payment of parking meter fees and exempt from any ordinance or regulation which imposes time limitations for parking, provided, however, that this exemption shall not be construed to authorize the parking of any vehicle in any areas which prohibit parking in "no stopping" and "no standing" zones, in front of or near fire hydrants, driveways, public building entrances and exits, bus stops and loading areas, and is prohibited from parking in any area designated as a "tow-away" zone or "snow route" or where the motor*

vehicle constitutes a traffic hazard and the motor vehicle must be moved at the instruction and request of a law enforcement officer to a location designated by such officer. Any exemption granted under this section shall apply *only* to motor vehicles operated by or under the personal direction of the person for whom such handicapped or disabled veteran registration plates *or handicapped parking decal or device* were issued.

SECTION 5. Chapter 27 of the Municipal Code of Chicago is hereby amended in subsection 27-317(c) by adding the language in italics and deleting the language in brackets as follows:

27-317.

* * *

(c) Upon application and payment of the required fee the [City Clerk] *Bureau of Parking Management* shall issue annual or [half-year] *six month* "Residential Parking Permit" decals to residents of the district for use on each car owned and registered within any residential parking district [and], displaying a current city vehicle sticker *and free of outstanding parking violations*. Such a "Residential Parking Permit" sticker shall be affixed in accordance with the instructions printed thereon [which are made a part hereof,] and without the use of supplemental adhesives, at the lower right hand corner of the inside of the glass portion of the windshield of such motor vehicle, directly above the City of Chicago vehicle tax sticker. This permit sticker shall not guarantee or reserve any parking space, nor shall it exempt the holder from the observance of any traffic or parking regulation.

SECTION 6. Chapter 27 of the Municipal Code of Chicago is hereby amended in Section 27-387 by deleting subsection (d) and redesignating subsections (e) and (f) thereunder respectively as (d) and (e) and by amending subsection (e) by adding the language in italics as follows:

27-387.

* * *

[(f)] (e) It shall be unlawful and official misconduct for any police officer or other officer or public employee to dispose of a traffic *or parking* violation notice or copies thereof, a traffic *or parking* violation complaint, or the record of the issuance of a traffic *or parking* violation notice in a manner other than as required in this chapter *or Chapter 27.1*.

SECTION 7. Chapter 27, Section 27-311(a) of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

27-311. (a) It shall be unlawful for the operator of any vehicle to stop, stand or park such vehicle in any of the following places, except when necessary to avoid conflict with traffic or in compliance with directions of a police officer or official traffic sign or signal:

* * * * *

(9) at any place where the standing of a vehicle will block vehicular access to or use of any driveway or firelane;

* * * * *

(20) at any place where the standing of a vehicle will block the use of a curb cut access for handicapped pedestrians.

SECTION 8. Chapter 27 of the Municipal Code of Chicago is hereby amended by repealing existing Section 27-435 in its entirety and substituting therefor, a new Section 27-435 as follows:

27-435. (a) *The City Parking Administrator is hereby authorized to direct and supervise a program of vehicle immobilization as provided in this section. The program of vehicle immobilization shall provide for immobilizing any eligible vehicle upon the public way by placement of a restraint in such a manner as to prevent its operation or if the eligible vehicle is parked or left in violation of any provision of this chapter concerning obstruction of traffic, access or egress from driveways, alleys, firelanes, hydrants or stations, or in any place where it constitutes an obstruction or a hazard, or where it impedes city workers during such operations as snow removal, the City Parking Administrator may cause the eligible vehicle to be towed to a city vehicle pound or relocated to a legal parking place and there restrained.*

(b) *A vehicle shall be eligible for immobilization as provided herein any time after inclusion of its state registration number on an immobilization list. A vehicle's state registration number shall be included on an immobilization list only if:*

- (1) *The registered owner of the vehicle has accumulated ten or more parking violation complaints in the Circuit Court of Cook County on which no payment has been made or appearance filed within the time specified by the complaints;*
- (2) *At least 21 days prior to placing the registration plate number of the vehicle on the immobilization eligibility list, notice of impending vehicle immobilization has been sent to the registered owner, first class mail, postage prepaid, at the address of the registered owner recorded with the Secretary of State or, in the*

case of a vehicle bearing a registration number of a state other than Illinois, at the address of the registered owner recorded in that state's registry of motor vehicles.

(c) The notice required in subsection (b) shall state the name and address of the registered owner, the state registration number of the vehicle, the nature of the ordinances violated and the numbers and issue dates of the outstanding complaints. The notice shall also advise that a person may challenge the validity of notice of impending vehicle immobilization by appearing in person and submitting evidence which would conclusively disprove liability, such as the following:

- (1) That the person was not the owner or lessee of the vehicle on the date or dates the notices of parking violations were issued; or*
- (2) That the fines or penalties for the violations cited in the report were paid; or*
- (3) That the registered owner has not accumulated ten or more parking violation complaints which are unpaid, not adjudicated or for which no appearance has been filed.*

(d) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage.

The notice shall also state that the unauthorized removal of or damage to the immobilizing restraint is a violation of Sections 16-1 and 21-1 of the Illinois Criminal Code. The notice also shall provide information specifying how release of the immobilizing restraint may be had, and how the registered owner may obtain an immobilization hearing pursuant to this section.

(e) Except where the vehicle is otherwise subject to towing, if the immobilizing restraint has not been released pursuant to subsection (f) within 24 hours of its placement, the restraint shall be released and the vehicle towed and impounded.

(f) Prior to a hearing on the validity of the immobilization as provided in subsection (h), the owner of an immobilized vehicle or other authorized person shall be permitted to secure release of the vehicle by:

- (1) paying the immobilization and towing and storage fees, if applicable, specified in subsection (i); and*
- (2) taking one of the following actions:*

paying all the fines and penalties, if any, on the outstanding complaints specified in the notice of impending vehicle immobilization; or

completing appearance forms on all outstanding parking violation complaints specified in the notice of impending vehicle immobilization and depositing collateral in the amount of 50% of the total fines for the outstanding parking violation complaints specified in the notice of impending vehicle immobilization, or \$500, whichever is less.

(g) Within 10 days after a vehicle has been impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle at the address to which the notice specified in subsection (b)(2) was mailed. The notice shall state that the owner has the right to a post-immobilization and post-towing hearing as provided in subsection (h), and that if the car is not claimed within 30 days from the date of the notice, the vehicle may be sold or otherwise disposed of in accordance with this chapter.

(h) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous or whether the vehicle was properly included on an immobilization list, if the owner files a written demand for a hearing with the City Parking Administrator within 14 days after issuance of the notice specified in subsection (g) or within 14 days of the immobilization, whichever is later. A hearing shall be conducted within 48 hours of receipt of a written demand for hearing, unless otherwise mutually agreed by the parties. Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In event of such failure, any amount deposited pursuant to subsection (f)(1) shall be forfeited. A hearing provided by this section shall not determine the validity of or otherwise adjudicate any citation or notice of parking violation issued relative to the immobilized vehicle.

(i) The fee for immobilization shall be \$60.00, the fee for towing subsequent to immobilization shall be \$100.00 and the storage fee shall be \$5.00 per day, or \$15.00 per day if the vehicle has a gross weight of 8,000 pounds or more, provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous.

(j) It shall be unlawful to relocate or tow any vehicle restrained by an immobilizing device without the approval of the City Parking Administrator. The unauthorized removal of an immobilized vehicle shall be subject to a penalty of no less than \$500.00

SECTION 9. This ordinance shall take effect 10 days after its passage and publication, except that Section 1 of this ordinance shall take effect 180 days after passage.

REGULAR ORDER OF BUSINESS RESUMED.

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
<i>ROTI</i> (1st Ward)	West Chicago Avenue, at 1329 -- 4:00 P.M. to 12:00 Midnight -- no exceptions (valet service);

Alderman

Location, Distance And Time

West Jackson Boulevard (south side) from a point 50 feet west of South Halsted Street, to a point 25 feet west thereof -- at all times -- no exceptions;

LAURINO (39th Ward)

West Lawrence Avenue, at 3810 (extension to loading zone at 3808) -- at all times;

LAURINO for
O'CONNOR (40th Ward)

North Western Avenue, at 4644 -- 4648 (approximately 25 feet) -- at all times;

NATARUS (42nd Ward)

East Grand Avenue (south side) from a point approximately 126 feet east of North State Street, to a point 40 feet east thereof -- at all times -- no exceptions;

HANSEN (44th Ward)

North Southport Avenue, at 3651 -- 10:30 A.M. to 12:00 Midnight -- no exceptions;

LEVAR (45th Ward)

West Leland Avenue, at 5443 (across driveway) -- at all times -- no exceptions;

SHILLER (46th Ward)

North Ashland Avenue, at 3649 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

West Montrose Avenue, at 1461 (25 feet) -- at all times ;

SCHULTER (47th Ward)

North Ashland Avenue, at 3948 (in lieu of existing parking meter) -- 12:00 Noon to 12:00 Midnight -- no exceptions;

ORR (49th Ward)

North Sherwin Avenue, at 1221 -- at all times -- no exceptions.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
LOADING ZONE ON PORTION OF WEST NORTH AVENUE.

Alderman Natarus (42nd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West North Avenue (south side) from a point 84 feet east of North Cleveland Avenue, to a point 46 feet east thereof -- 7:00 A.M. to 7:00 P.M. -- no exceptions", relative to the loading zone on a portion of West North Avenue and inserting in lieu thereof: "West North Avenue (south side) at 451 (approximately 25 feet) -- 7:00 A.M. to 7:00 P.M. -- no exceptions", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF LOADING ZONE AT
4409 NORTH BROADWAY.

Alderman Shiller (46th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the loading zone in effect at all times at 4409 North Broadway, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
CARTER (15th Ward)	South Wood Street, from 5900 to 6700 -- northerly;
MELL (33rd Ward)	North Richmond Street, in the 2600 block -- southerly;

Alderman

Public Way

SCHULTER (47th Ward)

First alley east of North Lincoln Avenue,
from West Lawrence Avenue to West
Leland Avenue -- southerly.

Referred -- INSTALLATION OF PARKING METER AT
449 WEST NORTH AVENUE.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of a parking meter at 449 West North Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER AT
3948 NORTH ASHLAND AVENUE.

Alderman Schulter (47th Ward) presented a proposed order for the removal of a parking meter located at 3948 North Ashland Avenue, to allow for the establishment of a loading zone, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER ISSUANCE OF PARKING PERMITS FOR PORTION
OF NORTH DEARBORN STREET.

Alderman Natarus (42nd Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the issuance of five parking permits for the west side of North Dearborn Street, between West Walton Street and West Oak Street for the hours of 7:30 A.M. to 4:00 P.M., on all schools days, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>SHEAHAN</i> (19th Ward)	West 95th Street, at 1931 -- 1937 -- one-hour parking -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday;
<i>SHILLER</i> (46th Ward)	West Irving Park Road, at 1011 -- two-hour parking -- 9:00 A.M. to 8:00 P.M. -- daily;
	West Montrose Avenue, at 1467 -- two-hour parking -- 9:00 A.M. to 8:00 P.M. -- daily.

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>BEAVERS</i> (7th Ward)	South Phillips Avenue, at 7806 (except for handicapped);
<i>CALDWELL</i> (8th Ward)	East 101st Place, at 618 (except for handicapped);

Alderman

Location And Distance

VRDOLYAK (10th Ward)South Ewing Avenue, at 9620 (except for
handicapped);South Avenue M, at 10227 (except for
handicapped);*HUELS* (11th Ward)South Emerald Avenue, at 4536 (except
for handicapped);West Fuller Street, at 1407 (except for
handicapped);South Keeley Street, at 2818 (except for
handicapped);South Lowe Avenue, at 2615 (except for
handicapped);South Paulina Street, at 3529 (except for
handicapped);*FARY* (12th Ward)South Karlov Avenue, at 4340 (except for
handicapped);South Montgomery Avenue, at 4052
(except for handicapped);South Whipple Street, at 4629 (except for
handicapped);West 38th Street, at 2906 (except for
handicapped);*BURKE* (14th Ward)South Rockwell Street, at 5114 (except
for handicapped);South Talman Avenue, at 6017 (except
for handicapped);*CARTER* (15th Ward)South Artesian Avenue, at 6746 (except
for handicapped);

Alderman	Location And Distance
<i>LANGFORD</i> (16th Ward)	South Bishop Street, at 6940;
<i>STREETER</i> (17th Ward)	South Lafayette Avenue, at 7134 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Green Street, at 8450 -- 8452 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Avers Avenue, at 2501, alongside of West 25th Street (except for handicapped); South Kildare Avenue, at 2840 (except for handicapped); South Ridgeway Avenue, at 3204 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Mayfield Avenue, at 6215 (except for handicapped); South Natchez Avenue, at 5720 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	West Cullerton Avenue, at 2632 (except for handicapped); South Damen Avenue, at 2333 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	West Wabansia Avenue, at 5022 (except for handicapped);
<i>GABINSKI</i> (32nd Ward)	North Greenview Avenue, at 1426 (except for handicapped);
<i>MELL</i> (33rd Ward)	North Sacramento Avenue, at 2708 (except for handicapped);

Alderman	Location And Distance
	North Talman Avenue, at 2163 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North St. Louis Avenue, at 4048 (except for handicapped);
<i>GILES</i> (37th Ward)	North Lockwood Avenue, at 1404 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Waveland Avenue, at 5255 (except for handicapped);
<i>LAURINO</i> (39th Ward)	West Eastwood Avenue, at 3329 (except for handicapped); North Keeler Avenue, at 4844 (except for handicapped); North Kentucky Avenue, at 4925 (except for handicapped);
<i>LAURINO</i> for <i>O'CONNOR</i> (40th Ward)	North Whipple Street, at 5827 (except for handicapped);
<i>M. SMITH</i> (48th Ward)	West Edgewater Avenue, at 1507 (except for handicapped);
<i>ORR</i> (49th Ward)	West Greenleaf Avenue, at 1423 (except for handicapped);
<i>STONE</i> (50th Ward)	North Kedzie Avenue, at 6315 (except for handicapped); North Ridge Boulevard (west side) from West Granville Avenue to West Hood Avenue.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF WEST 37TH STREET.

Alderman Huels (11th Ward) presented a proposed ordinance prohibiting the parking of vehicles on both sides of West 37th Street, from South Wells Street to South Princeton Avenue, during the hours of 7:30 A.M. to 4:00 P.M., on all school days, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT ALL TIMES ON PORTION OF SOUTH
MONITOR AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times at 5747 South Monitor Avenue (except for Handicapped Permit No. 4239), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
DURING SPECIFIED HOURS ON PORTION OF
WEST 110TH PLACE.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect from 8:00 A.M. to 10:00 A.M., Monday through Friday on West 110th Place, from South Hoyne Avenue to South Longwood Drive, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance And Time

T. EVANS (4th Ward)

South Blackstone Avenue (both sides)
from East 54th Street to East 54th Place
-- at all times;

KRYSTYNIAK (23rd Ward)

South Kilpatrick Avenue (both sides)
from the first alley south of South Archer
Avenue to West 53rd Street -- 6:30 A.M.
to 7:30 P.M. -- Monday through Saturday.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT
PARKING ZONES ON PORTIONS OF SOUTH
MOZART STREET.

Alderman Burke (14th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zones in effect at all times on the west side of South Mozart Street, from West 55th Street to West 56th Street; and on the east side of South Mozart Street, from the first alley south of West 55th Street to West 56th Street (Zone 186), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO CONSIDER EXTENSION OF RESIDENTIAL PERMIT
PARKING ZONE SEVENTY-SEVEN ON PORTION
OF WEST 80TH STREET.

Alderman Streeter (17th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to extending Residential Permit Parking Zone 77 located on both sides of West 80th Street by adding thereto the area from South Green Street to the first alley east thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DESIGNATION OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
MADRZYK (13th Ward)	West 70th Street (south side) from South Pulaski Road to the first alley east thereof;
GARCIA (22nd Ward)	South Kildare Avenue (east side) from West 26th Street to the first alley south thereof.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTION OF SOUTH SPAULDING AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour on South Spaulding Avenue, in the 5700 block, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT
DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, 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)

West Lake Street (south side) from a point 5 feet east of the driveway located approximately 80 feet east of North LaSalle Street, to a point 100 feet east thereof -- at all times -- no exceptions -- (except commercial vehicles);

CALDWELL (8th Ward)

South Rhodes Avenue, at 10159 (driveway) -- at all times -- no exceptions;

HUELS (11th Ward)

South Normal Avenue (both sides) from West 33rd Street to the cul-de-sac -- (during baseball games);

South Princeton Avenue (west side) from West 37th Street to West 38th Street -- (during baseball games);

South Wells Street (east side) from West 33rd Street to West 34th Street -- (during baseball games);

West 33rd Street (south side) from South Wells Street to South Wentworth Avenue -- (during baseball games);

West 34th Street (both sides) from South Shields Avenue to South Wells Street -- (during baseball games);

KRYSTYNIAK (23rd Ward)

South Archer Avenue (south side) from South Pulaski Road to South Avers Avenue -- at all times -- no exceptions;

NATARUS (42nd Ward)

West Oak Street (north side) from the west end of the first driveway west to North LaSalle Drive -- at all times -- no exceptions;

Alderman

Location, Distance And Time

West Institute Place (both sides) between North Orleans Street and the west end of the building at 820, and on North Orleans Street, from West Institute Place to the first alley south thereof -- at all times -- no exceptions;

EISENDRATH (43rd Ward)

North Sheffield Avenue (both sides) approximately 10 feet north and 10 feet south of the first east-west alley south of West Webster Avenue -- at all times -- no exceptions.

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

BLOOM (5th Ward)

East 56th Street and South Woodlawn Avenue -- "Four-Way Stop";

CALDWELL (8th Ward)

East 92nd Street and South Greenwood Avenue -- "Four-Way Stop";

VRDOLYAK (10th Ward)

East 100th Street and South Van Vlissingen Road -- "Four-Way Stop";

MADRZYK (13th Ward)

South Spaulding Avenue, at 5700 -- "Stop";

Alderman

Location And Type Of Sign

South Springfield Avenue, at 7700 --
"All-Way Stop";

West 61st Street and South Central Park
Avenue -- "Stop";

CARTER (15th Ward) West 72nd Street, at South Leavitt Street
-- "Stop";

SHEAHAN (19th Ward) South Trumbull Avenue, between South
106th Street and South 107th Street --
"Slow -- Children Playing";

JONES (20th Ward) East 70th Street and South Vernon
Avenue - "Stop";

KRYSTYNIAK (23rd Ward) West 52nd Street and South Avers
Avenue -- Three-Way Stop";

BIALCZAK (30th Ward) West George Street and South Kilpatrick
Avenue -- "Three-Way Stop";

West Wellington Avenue and North
Kenneth Avenue -- "Four-Way Stop";

MELL (33rd Ward) West Schubert Avenue, at North
Richmond Street - "Stop";

LAURINO (39th Ward) North Monticello Avenue, at West
Ainslie Street -- "Stop";

LAURINO for
O'CONNOR (40th Ward) West Summerdale Avenue, at North
Washtenaw Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>PUCINSKI</i> (41st Ward)	West Hayes Avenue and North Newcastle Avenue -- "Stop";
<i>EISENDRATH</i> (43rd Ward)	West Dickens Avenue and North Lakewood Avenue -- "Four-Way Stop";
<i>SHILLER</i> (46th Ward)	West Belle Plaine Avenue, at North Greenview Avenue -- "Stop"; North Marine Drive, at West Buena Avenue -- "Stop"; North Wilton Avenue, at West Waveland Avenue -- "Stop";
<i>STONE</i> (50th Ward)	West Rosemont Avenue and North Leavitt Street -- "Three-Way Stop".

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
FOR VEHICLES ON SPECIFIED STREETS.

Alderman Madrzyk (13th Ward) presented four proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

South LaCrosse Avenue, at West 65th Street (northbound);

South Lamon Avenue, at West 63rd Street (southbound);

South Laporte Avenue, at West 65th Street (northbound); and

South Lavergne Avenue, at West 63rd Street and West 65th Street.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented five proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 402.06 feet south of and parallel to West 33rd Street; South Normal Avenue; a line 427.06 feet south of and parallel to West 33rd Street; and the alley next west of and parallel to South Normal Avenue.

BY ALDERMAN MADRZYK (13th Ward):

To classify as a B2-1 Restricted Retail District instead of a C2-1 General Commercial District the area shown on Map No. 16-L bounded by:

West 63rd Street; South Laporte Avenue; the alley next south of and parallel to West 63rd Street; and a line 82.7 feet west of South Laporte Avenue.

BY ALDERMAN CULLERTON (38th Ward):

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 11-M bounded by:

a line 460.16 feet north of and parallel to West Berteau Avenue; a line 299.50 feet east of and parallel to North Mobile Avenue; a line 380.16 feet north of and parallel to West Berteau Avenue; and North Mobile Avenue.

BY ALDERMAN HANSEN (44th Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by:

West School Street; the alley next west of and parallel to North Racine Avenue; the alley next south of and parallel to West School Street; and a line 98 feet west of the alley next west of and parallel to North Racine Avenue.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B4-2 Restricted Service District instead of a B1-3 Local Retail District the area shown on Map No. 13-H bounded by:

a line 199 feet south of West Ainslie Street; the alley next east of and parallel to North Western Avenue; the alley next south of and parallel to West Ainslie Street; a line 28 feet west of North Claremont Avenue; the alley next north of West Lawrence Avenue; North Claremont Avenue; West Lawrence Avenue; and North Western Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented two hundred sixty-three proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	Green Street Loft Condominium Association;
	Sangamon Loft Condominium Association;

Alderman

Claimant

The Townhomes of Dearborn Park
Condominium Association;

Unit One Townhomes of Dearborn Park
Condominium Association;

899 South Plymouth Court
Condominium Association;

T. EVANS (4th Ward)

Chippewa (5050 East End Avenue);

Draper and Kramer, Incorporated/
Newport Condominium;

Kimbark Crossing Condo Association;

The Narragansett Condominium
Association;

Watergate East;

Winston Court Condominium;

1356 East Hyde Park Boulevard
Condominium Association;

4939 South Dorchester Condominium
Association (2);

5000 South Cornell;

5000 East End Cooperative Apartments;

5201 South University;

5318 -- 5320 Kimbark Condominium
Association;

BLOOM (5th Ward)

Blackstone Court Condominium
Association;

Cornell Common (formerly Burncrest
Condominium Association);

3/21/90

NEW BUSINESS PRESENTED BY ALDERMEN

13595

Alderman

Claimant

Merrill Street Housing Cooperative;

Midway Apartment Building
Corporation;

Parkshore (5530 South Shore Drive);

Promontory (5530 South Shore Drive);

University Commons Condo
Association;

68th and Oglesby Condo Association;

1400 -- 1412 East 56th Street
Condominium Association,
Incorporated;

2024 -- 2034 East 72nd Place Winston
South Condominium Association;

5312 -- 5318 South Hyde Park
Boulevard Condominium,
Incorporated;

5340 Hyde Park Boulevard
Condominium Association;

5401 South Hyde Park;

5435 -- 5437 South Hyde Park
Boulevard Condominium Association;

5458 -- 5460 Hyde Park Condominium
Association;

5514 -- 5526 South Cornell;

5540 -- 5542 Blackstone Condominium
Association;

5715 South Kenwood;

STEELE (6th Ward)

Chatham Park Village Cooperative;

Alderman

Claimant

BEAVERS (7th Ward)

Doral South Condominium Association;

CALDWELL (8th Ward)

Grove Condominium Association;

FARY (12th Ward)

Mr. James Klima;

MADRZYK (13th Ward)

Mr. Tom Hathaway;

Ms. Josephine Salerno;

Saint Nicholas of Tolentine Church;

STREETER (17th Ward)

Lafayette Plaza Housing Cooperative;

KRYSTYNIAK (23rd Ward)

Ms. Marcyanna Bojan;

6632 West 64th Place Corporation;

6638 West 64th Place Corporation;

6642 West 64th Place Corporation;

SOLIZ (25th Ward)

Ms. Nena Elam;

GABINSKI (32nd Ward)

Mr. Martin Sulkowski;

KOTLARZ (35th Ward)

Mr. Julius Krol;

Ms. Helen A. Lata;

Ms. Natividad Santiago;

Sun Villa Condominium;

BANKS (36th Ward)2155 North Harlem Avenue Building
Association;

3/21/90

NEW BUSINESS PRESENTED BY ALDERMEN

13597

Alderman

Claimant

CULLERTON (38th Ward)

Addison Manor Condominium;

Roscoe Woods Condominium;

LAURINO (39th Ward)

Mr. Robert W. Mueller;

O'CONNOR (40th Ward)

Park Manor Condominium Association;

2601 West Foster Avenue Condominium
Association;

PUCINSKI (41st Ward)

Banbury Hill Condominium Association;

Bridgeview Garden Condominium
Association;

Cassiel Condominium Association;

Edison Fountain Place Condominium
Association;

Edison Place Condominium Association;

Evelyn Lane Condominium;

Forest Towers II Condominium
Association;

Fountain Place Condominium
Association;

Friendly Village Number Two
Condominium Association;

Glen Court Condominium Association
(3);

Innisbrook Condo Number 5;

Kathleen Condominium;

Lawrence Place Condominium
Association;

Alderman

Claimant

Niagara North Condominium
Association;

Normandy Condominium;

Norwood Manor Condominium
Association;

Norwood Place Condominium
Association;

Norwood Village Condominium
Association;

Pueblo Commons Condominium
Association;

Raven Place Condominium Association;

Williamsburg Condominium
Association;

6259 -- 6261 North Northwest
Highway Condo Association;

8435 -- 8439 West Bryn Mawr Condo;

NATARUS (42nd Ward)

Cameron Condominium Association;

Hanover Condominium Association;

Marina Towers Condominium
Association;

Streeterville Center Condominium
Association;

Thirty East Elm Condominium
Association;

Two Hundred Nine Lake Shore Drive
Building Corporation;

21 East Chestnut Condominium
Association;

Alderman

Claimant

30 East Division Condominium
Association;

50 East Bellevue Condominium
Association;

100 East Walton Condominium
Association;

247 East Chestnut Condo Association;

368 West Huron Condominium
Association;

535 North Michigan Avenue
Condominium Association;

1000 Condominium Association (2);

The 1150 Condominium Association;

1245 North Dearborn Condominium
Association;

1300 North LaSalle Condominium
Association;

1330 North LaSalle Street
Condominium Association;

1350 North Astor Cooperative
Apartments;

1530 North Dearborn Condo
Association;

EISENDRATH (43rd Ward)

Armitage & Howe Condominium
Association;

Astor Terrace Condominium;

Aztec Condominium Association;

Belgravia Terrace Condo Association;

Alderman

Claimant

The Brighton of Lincoln Park
Condominium Association;

The Brownstone Condominium
Association;

City Commons Condominium
Association;

Commonwealth Condominium
Association;

Concord Lane Condominium
Association;

Conservatory Condominium
Association;

Dayton-Dickens Condominium
Association;

The Dickens Court Condominium
Association;

Dickens Place Condominium
Association;

Mr. David M. Dobin;

Eugenie Park Condominium
Association;

Factory Condominium Association;

The Hampden Court Condominium
Association;

Hawthorne Courts Townhome
Association;

Larrabee Commons Condominium
Association;

The Marlborough Condominium
Association;

3/21/90

NEW BUSINESS PRESENTED BY ALDERMEN

13601

Alderman

Claimant

Mr. James L. McGuire;

Menomonee Lane Condominium
Association;

Orchard Gardens Condominium
Association;

Soda Pop Factory Condominium
Association;

Shakespeare Building Corporation;

Saint Michael's Homeowners
Condominium Association;

Vedado Condominium Association;

Warwick Condominium Association;

Willow-Dayton Townhomes
Condominium Association;

317 West Belden Condominium
Association;

399 Corporation;

512 West Belden Condominium
Association;

549 -- 551 West Belden
Condominium Association;

915 West Montana Street Condo
Association;

916 -- 918 West Fullerton
Condominium Association;

1041 -- 1047 Belden Condo
Association;

1300 Lake Shore Drive
Condominium Association;

Alderman

Claimant

1320 North State Street Apartment,
Incorporated;

1875 Burling Condominium
Association;

2020 Lincoln Park West
Condominium Association;

2318 -- 2326 North Sheffield
Condominium Association;

2430 North Lakeview Cooperative
Apartments;

2440 North Lakeview Cooperative
Apartments;

2450 North Lakeview Cooperative
Apartments;

The 2736 North Hampden Court
Condominium Association;

HANSEN (44th Ward)

Aldine Court Condo Association;

Bel-Harbour Condominium Association;

Eddystone Condominium Homes,
Incorporated;

Fairbanks Condominium Association;

Heather Oaks Condominium
Association;

Kenmore Townhouse Condominium
Association;

MetalWorks Condominium Association;

Pickford Condominium Association;

Waterloo Court Condominium
Association;

Alderman

Claimant

Waveland-Racine Condominium
Association;

Wellington Manor Condominium
Association;

336 Wellington Condominium
Association;

420 Aldine Condominium Association;

431 Oakdale Towers Condominium
Association;

433 Wellington Condominium
Association;

438 -- 448 Surf Condominium;

440 Aldine Condominium Association;

442 Wellington Cooperative Building;

460 West Barry Condominium
Association;

501 West Belmont Condominium
Association;

511 West Melrose Condominium
Association;

515 -- 521 Belmont Condominium
Association;

530 West Barry Condominium
Association;

555 West Aldine Condominium
Association;

560 Roscoe Condominium Association;

607 -- 613 West Melrose Condominium
Association;

Alderman

Claimant

663 West Melrose Condominium
Association;

2828 North Burling Condominium
Association;

2912 Commonwealth Condominium
Association;

3110 North Sheridan Road
Condominium Association;

3150 Condominium Association;

3150 North Sheridan Road
Condominium Association;

LEVAR (45th Ward)

Foster Terrace Condominium
Association;

Higgins Condominium;

Janis Courts Association;

Jeffersonian Condominium Association
(2);

Keystone Courts Condominium
Number 1;

4850 -- 4852/4854 North Linder
Building;

4900 North Lester Condominium
Association;

SHILLER (46th Ward)

Camelot Court Condo Association;

Imperial Towers Condominium
Association;

Lake Park Plaza Condo Association;

Alderman

Claimant

Park Harbor Condominium Association;

Parkside on Clarendon Condominium
Association (2);

527 -- 537 West Brompton
Condominium Association;

534 -- 552 West Brompton
Condominium Association;

555 West Cornelia Condominium
Association;

636 -- 640 West Waveland Courts
Condominium Association;

700 West Bittersweet Condominium
Association;

740 -- 742 Bittersweet Condominium
Association;

743 -- 755 West Brompton
Condominium Association;

744 Gordon Terrace Condominium
Association;

3532 Pine Grove Condominium
Association;

3550 Condominium Association;

3730 -- 3740 Lake Shore Drive
Condominium Association;

3750 Lake Shore Drive, Incorporated;

3825 North Pine Grove Condominium
Association;

3900 Lake Shore Drive Condominium
Association;

Alderman

Claimant

4200 North Marine Drive Condominium
Association;4300 Marine Drive Condominium
Association;*SCHULTER* (47th Ward)Paulina Terrace Condominium
Association;*M. SMITH* (48th Ward)Andersonville Condominium
Association;Argyle Apartment Building
Cooperative (2);Edgewater Beach Apartments
Corporation;First Kenmore Condominium
Association;

Foster Magnolia Condo Association;

Hollywood Terrace Condominium
Association;Hollywood Towers Condominium
Association;Horizon House Condominium
Association;

Malibu Condominium;

Park Edgewater Condominium
Association;Park Tower Condominium
Association;

Renaissance Condominiums (2);

The Statesman Condominium
Association;

3/21/90

NEW BUSINESS PRESENTED BY ALDERMEN

13607

Alderman

Claimant

Thorndale Beach South Condominium;

Tiara Condominium Association;

West Edgewater Condominium
Association;

832 West Gunnison Association;

900 West Ainslie Condominium
Association;

925 -- 929 West Margate Terrace
Condominium Association;

1319 -- 1321 West Ardmore;

1465 -- 1467 Catalpa Condominium
Association;

4900 North Marine Drive Condominium;

5757 North Sheridan Road
Condominium Association;

6118 North Sheridan Condominium
Homeowners Association;

ORR (49th Ward)

Cape Hayes Condominium Association;

Damen Park Condo Corporation;

Dunbar's Estes Court Condominium;

Glen-Albion Condominium Association;

Greenleaf Shores Condo Association;

Newgard Square Condominium
Association;

Sherwin on the Lake Condominium
Association;

Alderman

Claimant

Shoreline Towers Condominium
Association;

Tippany Square Condominium
Association, Incorporated;

1246 -- 1248 West Albion Condominium
Association;

(1629) Greenleaf Condominium
Association;

1629 -- 1631 Fargo Condominium
Association;

2107 West Jarvis Condominium
Association;

6300 North Sheridan Road
Condominium Association;

6625 -- 6627 North Glenwood
Condominium Association;

7120 North Sheridan Road
Condominium Association;

STONE (50th Ward)

Ms. Nancy M. Bellow and A. Sydney
Arfa;

Chesterfield on Touhy Condominium
Association;

Mr. Ghulam Dada;

Emmerson Park Condominium
Association;

Francisco/Rosemont Condominium
Association;

Mr. Seymour Shein;

6114 -- 6116 North Hamilton Avenue
Building Cooperative 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):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Ten 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:

First National Bank of Chicago -- to maintain and use conduits under and along portion of West Monroe Street, near South Dearborn Street;

Hilton Hotels Corporation, doing business as Kitty O'Shea's -- to maintain and use a portion of the public way adjacent to 720 South Michigan Avenue for a sidewalk cafe;

It's Natural, Incorporated, doing business as It's Natural -- to maintain and use a portion of the public way adjacent to 324 North Michigan Avenue for a sidewalk cafe;

K & E Enterprises, Incorporated, doing business as Croissant & Company -- to maintain and use a portion of the public way adjacent to 203 North Wabash Avenue for a sidewalk cafe;

The Lurie Company -- to maintain and use subsurface storage vault under portion of West Calhoun Place, near North LaSalle Street and West Washington Street;

The Lurie Company -- to maintain and use one intake pipe and one discharge water pipe under portion of lower Wacker Drive, near North LaSalle Street and the south bank of the Chicago River;

Nussbaum and Company, Incorporated -- to maintain and use a one-story covered pedestrian bridge over and across the public alley connecting the premises at 2223 South Prairie Avenue with the premises at 2222 South Calumet Avenue;

Salvino's Enterprises, Incorporated, doing business as Chicago Style Pizza -- to maintain and use a portion of the public way adjacent to 120 South Michigan Avenue for a sidewalk cafe;

Yofi Tofi Enterprises, Incorporated, doing business as HA Spuntino -- to maintain and use a portion of the public way adjacent to 600 South Dearborn Street for a sidewalk cafe; and

733 South Dearborn Corporation, doing business as Moonraker -- to maintain and use a portion of the public way adjacent to 733 South Dearborn Street for a sidewalk cafe.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO CARSON PIRIE SCOTT
AND COMPANY.

Also, a proposed ordinance to amend a previously passed ordinance which authorized a grant for sundry privileges to Carson Pirie Scott and Company, by striking the compensation sum for said privileges and inserting in lieu thereof the sum of "Eighty-four Thousand Six Hundred Three and no/100 Dollars (\$84,603.00) per annum", which was *Referred to the Committee on Streets and Alleys*.

Referred -- APPROVAL OF PLAT OF SAINT MARK'S RESUBDIVISION
AT NORTHWEST CORNER OF WEST 15TH STREET AND
SOUTH STATE STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Saint Mark's Resubdivision located at the northwest corner of West 15th Street and South State Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF EAST
ROOSEVELT ROAD FOR MARCH OF DIMES WALKAMERICA.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

the March of Dimes WalkAmerica Logistics Committee to close to traffic that part of East Roosevelt Road, between South Lake Shore Drive and South Columbus Drive, on Sunday, April 29, 1990 in conjunction with the March of Dimes WalkAmerica, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF EAST 13TH STREET FOR PAINTING OF
TEMPORARY HIEROGRAPHIC IMAGES
ON STREET SURFACE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Chris Murray to close to traffic that part of East 13th Street, between South Michigan Avenue and South Wabash Avenue, on Wednesday, April 4, 1990, for the painting of an abstract picture of hierographic type images on the surface of the street pavement, to be removed within a three-day period, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE
ON PORTION OF SOUTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Orchestral Association/Chicago Symphony Orchestra to hold a sidewalk sale in front of the Chicago Symphony Hall at 220 South Michigan Avenue during the period of June 30 and July 1, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, four proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, 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:

American Cancer Society -- to close to traffic that part of South Columbus Drive, between East Roosevelt Road and East Balbo Drive, from 7:00 A.M. to 2:30 P.M. on Sunday, June 3, 1990 for the 18th Annual American Cancer Society Bike-A-Thon;

Greater State Street Council -- to close to traffic that part of State Street, between Lake Street and Jackson Boulevard, from 12:01 A.M. on June 14, 1990 to 12:00 Midnight on June 15, 1990, for the fourth annual "Celebrate On State Street" festival;

National Restaurant Association -- to close to traffic that part of South Columbus Drive, between East Balbo Drive and East Roosevelt Road and that part of East Roosevelt Road, between South Columbus Drive and the southbound lane of South Lake Shore Drive, from 6:30 A.M. to 8:30 A.M. and from 6:30 A.M. to 11:00 A.M. respectively, for the Main Course 10K Race on Sunday, May 20, 1990; and

University Village Association -- to close to traffic that part of West Taylor Street, between South Morgan Street and South Halsted Street, from 3:00 P.M. on June 14, 1990 to 3:00 P.M. on June 18, 1990 for "A Touch of Italy" neighborhood festival.

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES AT SPECIFIED
LOCATIONS.

Also, ten proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Amity Packing Company, Incorporated -- to maintain and use two canopies at 210 -- 220 North Green Street;

Brown's Chicken -- to maintain and use one canopy at 207 West Lake Street;

D'Last Studio, Incorporated -- to maintain and use one canopy at 18 West Jackson Boulevard;

Hufford Furniture Company -- to maintain and use one canopy at 310 West Washington Street;

Stevens, Maloney Office Supplies, Incorporated -- to maintain and use one canopy at 216 West Jackson Boulevard;

Subway -- to construct, maintain and use three canopies at 201 North Clark Street;

Subway -- to maintain and use one canopy at 41 West Congress Parkway;

T B & Z Realty and Management Corporation -- to maintain and use one canopy at 2 North Riverside Plaza;

Wendy's International, Incorporated -- to maintain and use one canopy at 6 South Clark Street; and

Mr. Ralph J. Vaivada -- to maintain and use one canopy at 812 West Van Buren Street.

Referred -- APPROVAL OF PROPERTIES AT 1550 SOUTH STATE STREET AND 1546 SOUTH DEARBORN STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the properties at 1550 South State Street and 1546 South Dearborn Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN T. EVANS (4th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 4440 South University Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 4440 South University Avenue is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

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

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- PERMISSION TO HOLD ART FAIR ON PORTIONS
OF EAST 56TH STREET, EAST 57TH STREET AND
SOUTH KIMBARK AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the 57th Street Art Fair to hold an art fair on portions of East 57th Street, between South Kimbark Avenue and South Dorchester Avenue, on South Kimbark Avenue, between East 56th Street and East 57th Street, and on East 56th Street, between South Kimbark Avenue and South Kenwood Avenue, during the period of June 2 and June 3, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD VELVO BICYCLE CLUB
RACE ON PORTIONS OF SOUTH ELLIS AVENUE
AND SOUTH UNIVERSITY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to

Mr. Thomas Luster of the University of Chicago Velvo Bicycle Club to hold the Velvo Bicycle Club Race on portions of South Ellis Avenue, from East 55th Street to East 57th Street and on South University Avenue, from East 56th Street to East 58th Street, on Sunday, April 15, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 5300 SOUTH SHORE DRIVE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Hampton House Condominium to maintain and use one canopy attached to the building or structure at 5300 South Shore Drive, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
ON NORTHWEST CORNER OF EAST 75TH STREET
AND SOUTH JEFFERY BOULEVARD.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Ms. Debra Smith for the operation of a newsstand on the northwest corner of East 75th Street and South Jeffery Boulevard on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS
AT VARIOUS LOCATIONS.

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, for Aztec Outdoor Advertising, Incorporated, which were *Referred to the Committee on Zoning*, as follows:

South Commercial Avenue and South Chicago Avenue (Railroad); and

East 95th Street and South Commercial Avenue (Railroad).

Presented By

ALDERMAN SHAW (9th Ward):

Referred-- ESTABLISHMENT OF CHICAGO TRANSIT
AUTHORITY POLICE FORCE.

A proposed resolution urging the Committee on Police, Fire and Municipal Institutions to address the proposed establishment of a Chicago Transit Authority Police Force which would operate separate and distinct from the Chicago Police Department, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN SHAW (9th Ward) And OTHERS:

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 156,
BY ADDING NEW SECTION 156-27.5 REGULATING
DISPOSAL OF USED TIRES.

A proposed ordinance, presented by Aldermen Shaw, Roti, Rush, T. Evans, Bloom, Steele, Caldwell, Vrdolyak, Fary, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, Pucinski, Hansen, Levar, Shiller, Schulter, M. Smith, Orr and Stone, to amend Municipal Code Chapter 156 by adding thereto a new section, to be known as Section 156-27.5, which would establish regulatory measures for the disposal of used tires, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH GREEN BAY AVENUE FOR PARISH CARNIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to the Saint Columba Parish School Board to close to traffic that part of South Green Bay Avenue, between East 134th Street and the first alley south thereof, to hold a parish carnival for the period extending May 29 through June 4, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ERECT BUS PASSENGER SHELTER ON SOUTHEAST
CORNER OF SOUTH HALSTED STREET -
AND WEST 48TH STREET.

A proposed order directing the Chicago Transit Authority to consider the erection of a bus passenger shelter on the southeast corner of South Halsted Street and West 48th Street, for northbound passengers, which was *Referred to the Committee on Local Transportation*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT RAILROAD VIADUCT ON WEST 40TH
STREET AND SOUTH ASHLAND
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 the railroad viaduct on West 40th Street and South Ashland Avenue for Aztec Outdoor Advertising, Incorporated, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN
EXISTING CANOPY AT 4330 SOUTH
CALIFORNIA AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Gaidas-Daimid Funeral Directors, Limited, for the maintenance and use of one canopy attached to the building or structure at 4330 South California Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN CARTER (15th Ward):

Referred -- DEPARTMENTS OF HEALTH AND HUMAN SERVICES
AND ILLINOIS CENTER FOR DISEASE CONTROL URGED
TO ESTABLISH SOUTH SIDE HEALTH
CARE FACILITY.

A proposed resolution urging the Department of Health, the Department of Human Services and the Illinois Center for Disease Control to establish a health care facility for the New City, Englewood, West Englewood and Fuller Park areas, which was *Referred to the Committee on Health*.

Presented By

ALDERMAN LANGFORD (16th Ward):

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
AT 6300 SOUTH HARVARD AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to Mr. Frank Hill for the operation of a newsstand at 6300 South Harvard Avenue, six days a week,

in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- EXEMPTION OF MOUNT GREENWOOD LIBRARY FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY.

A proposed order to exempt the Mount Greenwood Library from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 11014 South Kedzie Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 10234 SOUTH WESTERN AVENUE.

Also, 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 10234 South Western Avenue for local businesses, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN JONES (20th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES ON
PORTION OF SOUTH COTTAGE GROVE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Transport Salvage Sale, Incorporated to hold sidewalk sales in front of 6830 -- 6840 South

Cottage Grove Avenue each Friday and Saturday for the period extending April 27 through October 27, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

**ALDERMAN GARCIA (22nd Ward) And
ALDERMAN O'CONNOR (40th Ward):**

Referred -- COMMITTEE ON FINANCE AND DEPARTMENT OF
HEALTH URGED TO DETERMINE ALTERNATE
SITE FOR CHICAGO ADDICTIONS
TREATMENT CENTER.

A proposed resolution urging the Committee on Finance and the Department of Health to determine an alternate site for the Chicago Addictions Treatment Center, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN KRISTYNIK (23rd Ward):

Referred -- APPROVAL OF PLAT OF MARIE SKLODOWSKI CURIE
RESUBDIVISION ON PORTION OF SOUTH
RUTHERFORD AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Marie Sklodowski Curie Resubdivision located on the west side of South Rutherford Avenue, near West 62nd Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission

to the applicants listed below to park pickup trucks and/or vans at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. John N. Caiafa -- to park in front of his residence at 5800 South Moody Avenue; and

Mr. Kurt A. Heimberg -- to park in front of his residence at 5813 South Natchez Avenue.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4830 SOUTH CICERO AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisans Signs for the erection of a sign/signboard at 4830 South Cicero Avenue for G & H Development, which was *Referred to the Committee on Zoning*.

Referred -- APPROVAL OF PROPERTY AT 6200 SOUTH OAK
PARK AVENUE AS CLASS 6(b) AND ELIGIBLE
FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 6200 South Oak Park Avenue as appropriate for Class 6(b) (or in the alternative, Class 6(a)) tax incentives under the Cook County Real Property Assessment Classification Ordinance. Two committees having been called, the Committee on Economic Development and the Committee on Committees, Rules and Ethics, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2023 WEST DIVISION STREET.

A proposed order directing the Commissioner of General Services to issue a permit to

Pollack Electrical & Supply Company to maintain and use one canopy attached to the building or structure at 2023 West Division Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

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:

Jordan-Shepard Funeral Home, Incorporated -- for one canopy at 418 South Cicero Avenue; and

T & G's Car Wash -- for one canopy at 818 South Cicero Avenue.

Presented By

ALDERMAN DAVIS (29th Ward):

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED
LOCATIONS.

Three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

3/21/90.

NEW BUSINESS PRESENTED BY ALDERMEN

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Hair Clinic -- to construct, maintain and use three canopies at 5611 -- 5613 West Chicago Avenue;

Mario's Butcher Shop & Liquors, Incorporated -- to maintain and use one canopy at 5817 -- 5825 West Madison Street; and

Smith & Thomas Funeral Home -- to maintain and use seven canopies at 5708 West Madison Street.

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 4430 WEST NORTH AVENUE.

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 4430 West North Avenue for Aztec Outdoor Advertising, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN GABINSKI (32nd Ward):

DRAFTING OF ORDINANCES FOR VACATION AND
DEDICATION 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 Bounded By West
Cortland Street, North Wilmot Avenue And
North Leavitt Street.*

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 48 feet of the triangular portion of the public alley lying west of the southwardly extension of the west line of the north-south 16-foot public alley and lying northeasterly of the southeastwardly extension of the northeasterly line of the northwesterly-southeasterly 16-foot public alley in the block bounded by West Cortland Street, North Wilmot Avenue and North Leavitt Street for E. John Hoover (No. 31-32-90-1470); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

*Vacation Of Portion Of West School Street And Adjacent Public
Alley; And Dedication Of Surface And Air Rights In
Area Generally Bounded By North Marshfield
Avenue, North Ashland Avenue,
West Roscoe Street And
West School Street.*

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of West School Street lying east of North Lincoln Avenue and west of North Ashland Avenue as well as all that portion of the public alley next west and parallel to North Ashland Avenue from West School Street to a point approximately 194 feet north of West School Street for JMB/Urban Development Co.; and for the dedication of surface rights and air rights, to the height of 14 feet 6 inches, for that real estate lying between North Marshfield Avenue, the alley next west and parallel to North Ashland Avenue, a point approximately 389 feet south of the southern boundary of West Roscoe Street and a point approximately 194 feet north of West School Street for JMB/Urban Development Co.; (No. 19-32-90-1467); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Gabinski 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 Gabinski, the foregoing proposed orders were *Passed*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, five 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:

Al Cruz La Casa, Corporation -- for one canopy at 1801 West Augusta Boulevard;

Leona's Pizzeria, Incorporated -- for one canopy at 1937 West Augusta Boulevard;

Midwest Food Mart -- for one canopy at 941 North Western Avenue;

Polish Roman Catholic Union of America -- for one canopy at 984 North Milwaukee Avenue; and

Arturo J. Torre, doing business as Torre Optical -- for one canopy at 3356 North Ashland Avenue.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 25, 26
AND 101 BY REQUIRING CONTRACTING PARTIES,
INDIVIDUALS OFFERED CITY EMPLOYMENT
AND LICENSE APPLICANTS TO
ELIMINATE INDEBTEDNESS
TO CITY.

A proposed ordinance to amend Municipal Code Chapters 25 and 101, Sections 26-13.3 and 101-14, respectively, by requiring persons offered employment with the City and/or applying for a City license to eliminate any indebtedness to City by making payment in full or arrange a payment schedule or file the necessary documentation contesting liability for indebtedness prior to appointment of employment or issuance of license and to amend Municipal Code Chapter 26 by repealing and recreating in its entirety Section 26-27.2 to define indebtedness, install a price set-off provision in all City contracts and stipulate conditions for contracting

parties possessing indebtedness to the City, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred-- PERMISSION TO HOLD SAINT PASCAL CHURCH
CARNIVAL ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

A proposed order directing the Commissioner of Public Works to grant permission to Saint Pascal Church to hold a carnival on those portions of North Moody Avenue and North Melvina Avenue, between West Irving Park Road and the first alley north thereof, and in the first alley north of West Irving Park Road, between North Moody Avenue and North Melvina Avenue for the period extending May 27 through June 4, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF NORTH AUSTIN AVENUE FOR WRIGHT
COLLEGE GRADUATION EXERCISES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Wright College to close to traffic portion of North Austin Avenue, between West Roscoe Street and West Cornelia Avenue to hold graduation exercises on Saturday, May 12, 1990, during the hours of 10:00 A.M. and 12:00 Noon, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 6845 WEST ADDISON STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Polynesian Village to maintain and use a canopy attached to the building or structure at 6845

West Addison Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN LAURINO (39th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 3224 West Lawrence Avenue is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 3224 West Lawrence Avenue is declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage and due publication.

Alderman Laurino moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Laurino, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- COMMITTEE ON EDUCATION DIRECTED TO
HOLD PUBLIC HEARING ON PROBLEM OF
CLASSROOM OVERCROWDING.

A proposed resolution directing the Committee on Education to hold a public hearing to allow the General Superintendent of the Chicago Public Schools and the members of the Interim Board of Education to present to the City Council and the citizens of Chicago their proposed remedies for the current problem of classroom overcrowding, which was *Referred to the Committee on Finance*.

Presented For

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
NORTH PAULINA STREET FOR SAINT GREGORY
CHURCH CARNIVAL.

A proposed order, presented by Alderman Laurino, directing the Commissioner of Public Works to grant permission to Saint Gregory Church, to close to traffic portion of North Paulina Street, between West Gregory Street and West Bryn Mawr Avenue for the period extending June 10 through June 18, 1990 to hold a parish carnival, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND ON
NORTHWEST CORNER OF NORTH CLARK STREET
AND WEST FOSTER AVENUE.

Also, a proposed order, presented by Alderman Laurino, directing the Commissioner of Public Works to issue a permit to Ms. Gina Hatfield and Mr. Jack Hatfield for the operation of

a newsstand on the northwest corner of North Clark Street and West Foster Avenue on a daily basis, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN PUCINSKI (41st Ward):

**APRIL 10, 1990 PROCLAIMED "CROATIAN INDEPENDENCE
DAY IN CHICAGO".**

A proposed resolution reading as follows:

WHEREAS, Croatian Independence Day will be observed in Chicago on April 10th; and

WHEREAS, The day will be marked by a special program of ceremonies, dancing and singing in the Daley Plaza Center from Noon to 1:00 P.M.; and

WHEREAS, An estimated 150,000 citizens of Croatian descent live in Chicago, participating notably in the economic, cultural and political life of the community; and

WHEREAS, Croatia, which more than 1,000 years ago created one of the oldest parliamentary bodies, the Sabor, suffers injustice and persecution as a captive nation of the Yugoslav Communist regime, while freedom rings throughout the rest of Eastern Europe; and

WHEREAS, The Croatian people valiantly continue the fight for freedom and the re-establishment of the independent and sovereign State of Croatia within her historical and ethnic boundaries; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby proclaim April 10, 1990, to be Croatian Independence Day In Chicago and urge all citizens to take cognizance of the special events arranged for that time in the cause of freedom.

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

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

WELCOME EXTENDED TO PRIME MINISTER OF POLAND
TADEUSZ MAZOWIECKI ON HIS VISIT
TO CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, In June of 1989, Poland became Eastern Europe's first emerging democracy and the first to hold democratic elections; and

WHEREAS, Through 45 years of struggle the Polish nation was able to topple its communist dictators and begin the ripple of democracy throughout Eastern Europe; and

WHEREAS, Thousands of Poles have suffered personal loss throughout the communist reign, many killed and jailed for their personal beliefs for freedom and self determination; and

WHEREAS, Tadeusz Mazowiecki, Poland's first non-communist Prime Minister, had been jailed and under communist scrutiny for his democratic beliefs; and

WHEREAS, Prime Minister Mazowiecki serves as the beacon of freedom and hope for all Poles after resoundingly defeating the communist regime in Poland; and

WHEREAS, Through his short term as Poland's Prime Minister, he has sponsored sweeping reforms that will aid and bring Poland out of the ranks of captive nations; and

WHEREAS, Prime Minister Mazowiecki will be visiting the City of Chicago on March 23 through March 25, 1990; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago do hereby warmly welcome Prime Minister Tadeusz Mazowiecki to Chicago and offer him and the people of Poland the City's sincerest hopes of a free and democratic Poland; and

Be It Further Resolved, That all Chicagoans are urged to attend a tribute to Prime Minister Mazowiecki on Saturday, March 24th at 4:00 P.M. at the State of Illinois Center.

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

On motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND 596 ON
PORTION OF EAST GRAND AVENUE.

A proposed ordinance to establish taxicab stand 596 on that part of East Grand Avenue, along the south curb, from a point 20 feet east of the east building line of North State Street, to a point 80 feet east thereof, for four vehicles, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR SIDEWALK CAFES.

imo:

Also, eleven proposed ordinances to grant permission and authority to the applicants listed for the operation of sidewalk cafes at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

A.I.C., Incorporated, doing business as Alexander's -- to maintain and use a portion of the public way adjacent to 217 West Huron Street;

Mr. Jim Kontas, doing business as Tempo Restaurant -- to maintain and use a portion of the public way adjacent to One East Chestnut Street;

Johanna's Wine Bar Limited, doing business as Johanna's Wine Bar -- to maintain and use a portion of the public way adjacent to 10 East Delaware Place;

MGRE 1001, Incorporated, doing business as Boogie's Diner -- to maintain and use a portion of the public way adjacent to 923 North Rush Street;

Mr. Peter Georgiou, doing business as P. K.'s Cafe -- to maintain and use a portion of the public way adjacent to 659 North State Street;

Park-Hyatt Chicago, doing business as LaTour Cafe -- to maintain and use a portion of the public way adjacent to 800 North Michigan Avenue;

Superior Associates, Incorporated, doing business as Superior Street Cafe -- to maintain and use a portion of the public way adjacent to 311 West Superior Street;

The Gold Coast Group Limited, doing business as The Talbott Hotel -- to maintain and use a portion of the public way adjacent to 20 East Delaware Street;

T.G.I. Friday's, Incorporated, doing business as T.G.I. Friday's -- to maintain and use a portion of the public way adjacent to 153 East Erie Street;

Zippy's Hamburger's, Incorporated, doing business as Zippy's Hamburger's -- to maintain and use a portion of the public way adjacent to 838 North State Street; and

223 Chicago Corporation, doing business as Gatz 233 -- to maintain and use a portion of the public way adjacent to 225 West Chicago Avenue.

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO CITYFRONT HOTEL
ASSOCIATES LIMITED PARTNERSHIP.

Also, a proposed ordinance to amend an ordinance passed by the City Council on February 7, 1990 (Council Journal page 11255) authorizing a grant of privilege to Cityfront Hotel Associates Limited Partnership, by including certain language which would limit the grant of privilege to a five year period from and after the date of its passage, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, ten proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the maintenance and use of existing canopies attached to the specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust, under Trust Number 57174 -- for one canopy at 111 East Chestnut Street;

Bellevue Place Associates -- for one canopy at 21 East Bellevue Place;

Bistro Restaurant Limited Partnership -- for one canopy at 110 East Pearson Street;

Burger King Corporation -- for one canopy at 2 East Chicago Avenue;

Citiscapc Superior Limited Partnership -- for three canopies at 230 West Superior Street;

McDonald's Corporation -- for one canopy at 730 North Michigan Avenue;

Restaurant Suntory Chicago, Incorporated -- for one canopy at 13 East Huron Street;

Taco Bell Corporation -- for two canopies at 6 East Lake Street;

T.G.I. Friday's, Incorporated -- for one canopy at 153 East Erie Street; and

Village Theatre -- for one canopy at 1548 North Clark Street.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE
FOR SPECIAL POLICE EMPLOYED BY
DE PAUL UNIVERSITY.

A proposed ordinance requiring DePaul University to pay a ten dollar license fee for each of the special police employed at their Lincoln Park and Loop campuses for the year 1990.

pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Referred -- SUPERINTENDENT OF MAPS DIRECTED TO APPROVE
PLAT OF EMBASSY RESUBDIVISION UNIT FOUR ON
PORTION OF NORTH GREENVIEW AVENUE.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivision, to approve a plat of Embassy Club Resubdivision Unit Four located between a line 95.0 feet north and a line 294.70 feet north of the north line of West Wrightwood Avenue and having a frontage of 199.70 feet along the east line of North Greenview Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- GRANT OF PRIVILEGE TO BORGESSE LIMITED,
DOING BUSINESS AS CARLEY'S, FOR
SIDEWALK CAFE.

Also, a proposed ordinance to grant permission to Borgesse Limited, doing business as Carley's, to maintain and use a portion of the public way adjacent to 1615 North Wells Street for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CONDUCT SAINT MICHAELS CHURCH
CELEBRATION ON SPECIFIED PUBLIC WAYS.

Also, a proposed order to grant permission to Ms. Rose Unger, Saint Michaels Church, for the conduct of their "Celebration 90" on that part of North Cleveland Avenue, from Myer Court to Myer Court; on West Eugenie Street, from North Hudson Avenue to Saint Michaels Court; and on Saint Michaels Court, from West Eugenie Street to the Buddhist Temple, for the period extending on June 9 and 10, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
VARIOUS EVENTS.

Also, four proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, 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:

Body Politic Theater/Community Arts Foundation -- to close to traffic North Lincoln Avenue, between West Webster Avenue and West Belden Avenue, for the period extending June 2 through June 3, 1990, for the Body Politic Theater 18th Annual Street Festival;

Lincoln Central Association -- to close to traffic West Dickens Avenue, between North Lincoln Avenue and North Larrabee Avenue, and North Mohawk Street, between West Dickens Avenue and West Armitage Avenue for the period extending June 23 through June 24, 1990 for the Lincoln Central Association 27th Annual Art Fair and Festival;

Old Town Triangle Association -- to close to traffic portions of North North Park Avenue, West Menomonee Street, North Lincoln Park West, North Orleans Street, West Wisconsin Street, West Willow Street and the Ogden Mall for the period extending June 9 through June 10, 1990 for the Old Town Art Fair; and

Sheffield Neighborhood Association -- to close to traffic West Webster Avenue, between North Sheffield Avenue and North Seminary Avenue, and North Kenmore Avenue between West Dickens Avenue and West Belden Avenue for the Sheffield Neighbors Garden Walk.

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:

Citiscap Properties, Incorporated -- for one canopy at 1871 North Clybourn Avenue;

Dee's Restaurant, Incorporated -- for three canopies at 1114 West Armitage Avenue;

Omni Hotels -- for one canopy at 1301 North State Street; and

Mary Simpson (Generation of Design) -- for one canopy at 1909 North Lincoln Avenue.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR SIDEWALK CAFES.

Two proposed ordinances to grant permission and authority to the applicants listed for the operation of sidewalk cafes at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Melrose Restaurant West, Incorporated, doing business as Melrose Restaurant West -- to maintain and use a portion of the public way adjacent to 930 West Belmont Avenue; and

Mr. James M. Straight and Mr. Marco A. Valdez, doing business as Marco's Paradise Restaurant -- to maintain and use a portion of the public way adjacent to 3358 North Sheffield Avenue.

Referred -- INSTALLATION OF ALLEY LIGHT AT 1354
WEST GEORGE STREET.

Also, a proposed order directing the Commissioner of Public Works to install an alley light in back of the premises at 1354 West George Street, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 3110 NORTH SHEFFIELD AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to

Remax Lincoln Park, to maintain and use a canopy attached to the building or structure at 3110 North Sheffield Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 3620 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to National Sign, Incorporated for the erection of a sign/signboard at 3620 North Clark Street for McDonald's, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN HANSEN (44th Ward),
ALDERMAN SHILLER (46th Ward) And
ALDERMAN SCHULTER (47th Ward):**

Referred -- ESTABLISHMENT OF RESIDENT PERMIT PARKING
PROGRAM IN SPECIFIED AREA DURING NIGHT
BASEBALL GAMES AT WRIGLEY FIELD.

A proposed order directing the Commissioner of Public Works to establish a resident permit parking program for streets zoned R-5 or below in the area bounded by Montrose Avenue, Clark Street, Irving Park Road, Broadway, Addison Street, Pine Grove Avenue, Cornelia Avenue, Belmont Avenue, Ashland Avenue, Roscoe Street and Ravenswood Avenue, during specified hours on days of night baseball games at Wrigley Field, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND
MAINTAIN CANOPY AT 5901 NORTH
MILWAUKEE AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Subway to construct, maintain and use one canopy to be attached to the building or structure at 5901 North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 5215 NORTH MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to National Sign, Incorporated for the erection of a sign/signboard at 5215 North Milwaukee Avenue, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 27 AND
27.1 BY DEFINING AND ESTABLISHING PAYMENT PLAN
OPTION WITHIN ADMINISTRATIVE ADJUDICATION
AND ENFORCEMENT OF PARKING
VIOLATIONS.

A proposed ordinance to amend Municipal Code Chapter 27, Sections 27-200, 27-317(c), 27-435(c) and 27-435(f) and to amend Municipal Code Chapter 27.1, Sections 27.1-12b, 27.1-13(b) and 27.1-13(d) by defining and establishing a payment plan option in the administrative adjudication and enforcement of parking violations, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO BERTO'S, INCORPORATED,
DOING BUSINESS AS BERTO'S PIZZERIA, FOR
SIDEWALK CAFE.

Also, a proposed ordinance to grant permission to Berto's, Incorporated, doing business as Berto's Pizzeria, to maintain and use a portion of the public way adjacent to 1011 West Irving Park Road for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
NORTH HOYNE AVENUE, NORTH SEELEY AVENUE
AND WEST ROSCOE STREET FOR ROSCOE
VILLAGE STREET FESTIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to the Roscoe Village Neighbors to close to traffic those portions of North Hoyne Avenue and North Seeley Avenue, from West School Street to West Cornelia Avenue (both sides of the above two streets) and that portion of West Roscoe Street, from North Damen Avenue to North Hamilton Avenue (both sides of the above two streets) for the Roscoe Village Street Festival on June 23, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, three 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:

Marrakesh Restaurant -- for one canopy at 3948 North Ashland Avenue;

Nelson Funeral Home -- for one canopy at 5149 South Ashland Avenue; and

Veterans Foundation, Incorporated -- for one canopy at 4858 North Clark Street.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 3415 NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Federal Sign for the erection of a sign/signboard at 3415 North Western Avenue for Coconuts Music/Video, which was *Referred to the Committee on Zoning*.

Referred -- NORTHERN ILLINOIS UNIVERSITY ATHLETIC BOARD
URGED TO REJECT PROPOSAL TO TERMINATE MEN'S
GYMNASTICS AS UNIVERSITY-SPONSORED SPORT.

Also, a proposed resolution urging the Athletic Board of The Northern Illinois University to reject the proposal to terminate men's gymnastics as a University-sponsored sport, which was *Referred to a Joint Committee composed of the members of the Committee on Beautification and Recreation and the members of the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT AT
1426 WEST BALMORAL AVENUE.

A proposed order directing the Commissioner of Public Works to install an alley light in rear of premises at 1426 West Balmoral Avenue, which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF NORTH CLARK STREET FOR SWEDISH
MIDSOMMARFEST FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Andersonville Chamber of Commerce, to close to traffic that portion of North Clark Street, between West Foster Avenue and West Catalpa Avenue to hold a Swedish Midsommarfest festival during the period of June 23 through June 24, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED
LOCATIONS.

Two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

North Shore Banquets -- to construct, maintain and use one canopy at 2519 West Devon Avenue; and

Sam Sung Enterprises Company, doing business as Dae Ho Restaurant -- to maintain and use one canopy at 2741 West Devon Avenue.

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 VRDOLYAK (10th Ward):

Catholic Archdiocese of Chicago/Our Lady of Guadalupe Church -- installation of a boiler on the premises known as 9050 South Burley Avenue.

BY ALDERMAN HUELS (11th Ward):

Chinese Christian Union Church, 2301 South Wentworth Avenue -- construction of the Chinese Christian Union Church Gospel Center on the premises known as 3000 South Wallace Street.

BY ALDERMAN CULLERTON (38th Ward):

Catholic Archdiocese/Saint Pascal Church -- electrical installations on the premises known as 3935 North Melvina Avenue and designated area to be used for carnival purposes.

BY ALDERMAN SHILLER (46th Ward):

Jesus People U. S. A. -- rehabilitation of building on the premises known as 4707 North Malden Street.

BY ALDERMAN ORR (49th Ward):

Sisters of Charity, B.V.M. -- construction of a dormitory for Mundelein College on the premises known as 6364 North Sheridan Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Care Center, 4600 South McDowell Avenue.

BY ALDERMAN MADRZYK (13th Ward):

Southwest Cooperative Pre-School, 3500 West 63rd Place.

BY ALDERMAN SHEAHAN (19th Ward):

Beverly Montessori School, 9916 South Walden Parkway.

Mount Greenwood Community Christian Center, 11249 South Spaulding Avenue.

Washington and Jane Smith Home, Incorporated, 2340 West 113th Street.

BY ALDERMAN JONES (20th Ward):

Good Shepherd Day Care Center, 5700 South Prairie Avenue.

Harris Y.W.C.A. Child Development Center, 6200 South Drexel Avenue.

BY ALDERMAN MELL (33rd Ward):

Mary Crane Nursery School, 2905 North Leavitt Street.

Saint Pauls House/Grace Convalescent Home, 3831 North Mozart Street and 2800 West Grace Street (2).

BY ALDERMAN GILES (37th Ward):

Austin Saint Paul's Lutheran Day Care Center, 5035 West Ohio Street.

Lutheran Family Mission Day Care Center, Sites I, II and III, various locations (3).

BY ALDERMAN NATARUS (42nd Ward):

Fourth Presbyterian Church Day School, 126 East Chestnut Street.

Saint Chrysostom's Day School, 1424 North Dearborn Parkway.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital of Chicago, 551 West Grant Place.

BY ALDERMAN SHILLER (46th Ward):

Christopher House, 2507 North Greenview Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN STEELE (6th Ward):

Carter Temple Church, 7841 South Wabash Avenue -- elevator inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 250 East Superior Street -- annual sign inspection fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Chicago Academy of Science, 2001 North Clark Street -- annual public place of assembly inspection fee.

Grant Hospital and warehouse for Grant Hospital, 551 -- 533 West Grant Place and 1400 West Wabansia Avenue, respectively -- maintenance and inspection of "No Parking" sign fees and annual refrigeration inspection fee (2).

BY ALDERMAN HANSEN (44th Ward):

Saint Alphonsus Church, 2936 North Southport Avenue -- annual control and process device inspection fee.

BY ALDERMAN M. SMITH (48th Ward):

Boys and Girls Clubs of Chicago, 4835 North Sheridan Road -- annual sign inspection fee.

Self Help Home for the Aged, 908 West Argyle Street -- "No Parking" sign fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN SHAW (9th Ward):

Historic Pullman Foundation, 11111 South Forrestville Avenue, for their premises at 11124 South St. Lawrence Avenue.

BY ALDERMAN MADRZYK (13th Ward):

Midway Baseball Association, 4655 West Marquette Road.

REFUND OF FEE:

BY ALDERMAN SHILLER (46th Ward):

Jesus People U. S. A. Covenant Church, 1311 West Leland Avenue -- refund in the amount of \$2,187.75.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (February 28, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on February 28, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Austin moved to *Correct* said printed Official Journal as follows:

Page 12596 -- by deleting the first line from the bottom of the page and inserting in lieu thereof the following:

"This recommendation was concurred in by 18 members of the committee with 5 dissenting votes."

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTION.

(February 7, 1990).

Alderman Burke moved to *Correct* the printed Official Journal of Proceedings of the regular meeting held on Wednesday, February 7, 1990, as follows:

Page 11560 -- by deleting the third through fifth lines from the bottom of the page and inserting in lieu thereof:

"East Chicago Avenue

From a point 90 feet west of Mies Van Der Rohe Way, to a point 185 feet west thereof -- at all times;"

The motion to correct *Prevailed*.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Mr. Dulce Ytem, City Counselor from Mindanao, Philippines;

Twenty-five students from Santa Lucia Elementary School, accompanied by their teacher Marian Strok, Principal Geraldine Maratea and School Board President Patricia Jackowiak;

Forty students from Hammond School, accompanied by their teacher Marie Chaudhry;

Thirty-five students from Haugan School, accompanied by their teacher Phyllis Grandinetti;

Thirty-seven students from Daniel Hale Williams School; and

Thirty students from Decator Classical School.

At this point in the proceedings, Alderman Burke moved that in the absence of the President Pro Tempore, the City Council designate Vice Mayor Gabinski as Temporary Presiding Officer. The motion *Prevailed* and The Honorable Richard M. Daley, Mayor, then turned the gavel over to Vice Mayor Gabinski.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty- first (21st) day of March, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the sixth (6th) day of April, 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, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 48.

Nays -- None.

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

Referred-- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Mr. Cosmo J. Briatta, Asset Manager, City Real Estate Section, Department of General Services, under date of March 7, 1990, which read as follows:

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 2702 West Belden Avenue, which was authorized by ordinance passed July 19, 1989, page 3496, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 327 South Christiana Avenue, which was authorized by ordinance passed June 14, 1989, page 1903, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 2127 West Division Street, which was authorized by ordinance passed July 19, 1989, page 3497 -- 3498, Council Journal.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1701 West Erie Street, which was authorized by ordinance passed July 19, 1989, page 3498, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 819 South Kolmar Avenue, which was authorized by ordinance passed October 25, 1989, pages 5970 -- 5971, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 5710 -- 5718 West Madison Street, which was authorized by ordinance passed July 15, 1987, pages 2275 and 2276, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1700 West Ohio Street/608 -- 610 North Paulina Street, which was authorized by ordinance passed July 19, 1989, page 3503, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 4222 West Van Buren Street, which was authorized by ordinance passed June 28, 1989, page 2656, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 4056 South Wentworth Avenue, which was authorized by ordinance passed June 18, 1989, pages 2661 and 2662, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 239 West 43rd Street, which was authorized by ordinance passed June 28, 1989, page 2664, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 924 East 46th Street, rear of rear, which was authorized by ordinance passed July 19, 1989, pages 3506 and 3507, Council Journal.

On motion of Alderman Gutierrez, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

2702 West Belden Avenue.

Sheldon Dubofsky, 2404 Happy Hollow Road, Glenview, Illinois 60025: Amount bid \$10,000.00, deposit check \$1,000.00 (cashier's check);

Philip R. Elmes, Limited, 5508 South Lake Park Avenue, Chicago, Illinois 60637: Amount bid \$9,600.00, deposit check \$960.00 (certified check);

John E. Hansen, 1097 Ash, Winnetka, Illinois 60093: Amount bid \$7,240.00, deposit check \$724.00 (cashier's check);

Russell D. Swedowski, 1815 North Marshfield Avenue, Chicago, Illinois 60622: Amount bid \$6,666.00, deposit checks totaling \$666.00 (money order and personal check).

327 South Christiana Avenue.

New Mount Pilgrim Missionary Baptist Church, 3330 West 5th Avenue, Chicago, Illinois 60624: Amount bid \$4,000.00, deposit check \$400.00 (cashier's check).

2127 West Division Street.

Marcial L. Torres, 3435 West Parker Avenue, Chicago, Illinois 60647: Amount bid \$23,000.00, deposit check \$2,500.00 (cashier's check).

1701 West Erie Street.

John E. Hansen, 1097 Ash, Winnetka, Illinois 60093: Amount bid \$13,290.00, deposit check \$1,329.00 (cashier's check);

Bruce Schumacher, 1840 72nd Court, Elmwood Park, Illinois 60635: Amount bid \$8,000.00, deposit check \$800.00 (cashier's check);

Charles Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$15,503.00, deposit check \$1,551.00 (bank check);

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$22,600.00, deposit check \$2,360.00 (cashier's check).

3/21/90

MISCELLANEOUS BUSINESS

13651

819 South Kolmar Avenue.

Jameson R. Taylor, 950 North Hamlin Avenue, Chicago, Illinois 60651: Amount bid \$5,900.00, deposit check \$590.00 (certified check).

5710 -- 5718 West Madison Street.

Mary Smith, 5708 West Madison Street, Chicago, Illinois 60644: Amount bid \$22,500.00, deposit checks totaling \$2,250.00 (cashier's checks).

*1700 West Ohio Street/
608 -- 610 North Paulina Street.*

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$21,100.00, deposit check \$2,110.00 (cashier's check).

4222 West Van Buren Street.

Doretha and Eddie Caridine, 4218 West Van Buren Street, Chicago, Illinois 60624: Amount bid \$4,000.00, deposit check \$400.00 (cashier's check).

4056 South Wentworth Avenue.

Aaron Stolberg, 321 Basswood Drive, Northbrook, Illinois 60062: Amount bid \$4,200.00, deposit check \$420.00 (cashier's check).

239 West 43rd Street.

Margaret Mooney, 235 West 43rd Street, Chicago, Illinois 60609: Amount bid \$4,473.00, deposit check \$447.30 (bank check).

924 East 46th Street.

Pamela Dallas-Wright, 932 East 46th Street, Chicago, Illinois 60653: Amount bid \$1,900.00, deposit check \$190.00 (credit union check).

Church of God of Chicago, Attention: Pastor Willie E. Gordon, 4601 South Drexel Boulevard, Chicago Illinois 60653: Amount bid \$1,900.00, deposit check \$190.00 (bank check).

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 Friday April 6, 1990, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.