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COPY



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

Regular Meeting--Friday, April 6, 1990

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

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

Absent -- Aldermen Vrdolyak, Langford, Streeter.

Call To Order.

On Friday, April 6, 1990 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Garcia, Krystyniak, E. Smith, Davis, Bialczak, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, M. Smith, Orr, Stone -- 30.

Quorum present.

Invocation.

Dr. Wilfred Reid, Pastor, Grant Memorial African Methodist Episcopal Church, opened the meeting with prayer.

PRESENTATION OF "KEY TO THE CITY" TO WORLD HEAVYWEIGHT
BOXING CHAMPION JAMES "BUSTER" DOUGLAS AND
ACCEPTANCE BY MAYOR OF DONATION
FOR CHICAGO HOUSING AUTHORITY
MIDNIGHT BASKETBALL LEAGUE.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, invited World Heavyweight Boxing Champion James "Buster" Douglas, his manager Mr. John Johnson, and Entertainment One representative Mr. David Paul Tripoli to the Mayor's rostrum. Mayor Daley then lauded Mr. Douglas' support for the Low Income Housing Energy Assistance Program and the Henry Horner Chicago Housing Authority Midnight Basketball League as well as his continued efforts as a role model for young people. On behalf of the City of Chicago, Mayor Daley then presented Mr. James "Buster" Douglas with the "Key to the City".

Thanking the Mayor and the City Council for the honor accorded him, Mr. Douglas, together with Mr. Tripoli, presented to the City of Chicago a donation of \$10,000 for support of the Henry Horner Chicago Housing Association Midnight Basketball League. Mr. Douglas also gifted the Mayor with an autographed copy of *Sports Illustrated* magazine featuring the champion.

Rules Suspended -- SATURDAY, APRIL 14, 1990 PROCLAIMED
"SAVE THE CHILDREN DAY".

Alderman Davis moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of a proposed resolution. The motion *Prevailed*.

The said proposed resolution reads as follows:

WHEREAS, America's children are our most precious resource; and

WHEREAS, Each year, thousands of children are stricken with crippling, debilitating and life threatening diseases and illnesses due to a lack of immunization for protection against preventable diseases; and

WHEREAS, On Saturday, April 14th, in one hundred American cities, there will be activities designed to heighten awareness around the health needs of children and to raise monies to pay for immunizations; and

WHEREAS, The Chicago Area Runners Association has teamed up with other sponsors such as the Very Fine Fruit Juices Company, St. Paul Federal Bank, the 3M Company,

Quaker Oats Company, the World Runners, the Hunger Project, Father George Clements and others to hold the "Save the Children Walk and Run"; and

WHEREAS, This activity addresses one of the great needs of our day and will commence on Saturday, April 14th, 2:00 P.M. at the Montrose Harbor Beach House, and is two kilometers in duration; now, therefore,

Be It Resolved, That the Honorable Mayor Richard M. Daley and the Chicago City Council, in meeting this 6th day of April, 1990, A.D., do hereby declare and proclaim April 14th "Save The Children Day" and urge all Chicagoans (including members of the City Council) to walk or preferably run in this worthwhile event. Let us remember the words of the famed blues singer Marvin Gaye:

"Who Will Save The Baby? Who Is Willing To Try,
Who Will Save A World That Is Destined To Die?
Save The Baby".

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

Thereupon, on motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, Alderman Davis introduced to the City Council and assembled guests Ms. Patricia Flannery, Events Director for the "Save The Children Walk and Run" together with Mr. Henry Zemola, Executive Director of the Chicago Area Runner's Association. The Honorable Richard M. Daley, Mayor, then invited Ms. Flannery and Mr. Zemola, accompanied by Alderman Davis, to the Mayor's rostrum where they presented Mayor Daley and Alderman Davis with commemorative shirts marking the event. Ms. Flannery then invited all Chicagoans to participate in the upcoming event and expressed her commitment in helping Chicago become the most successful contributor of the one-hundred participating cities.

REGULAR ORDER OF BUSINESS RESUMED.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended-- CELEBRATION OF JEWISH FESTIVAL
OF PASSOVER ON APRIL 9 THROUGH
APRIL 17, 1990.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the Jewish festival of Passover.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Stone 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 City of Chicago is home to people of diverse ethnic, cultural and religious backgrounds; and

WHEREAS, The history of Chicago has been enriched by the presence of Jewish people and their contributions to the culture, government and daily life of the City; and

WHEREAS, The Jewish festival of Passover will begin on April 9th, and continues until April 17th; and

WHEREAS, The festival of Passover commemorates the passage of the Jewish people from slavery in Egypt to freedom in their own land; and

WHEREAS, The festival of Passover has been celebrated annually for 3,250 years, demonstrating the commitment of Jewish people to their heritage and to freedom; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 6th day of April, 1990, do hereby wish all Jewish residents of Chicago a happy Passover and gut yontif, and call upon all Chicagoans to take cognizance of this festival.

On motion of Alderman Stone, seconded by Aldermen Bloom, Natarus, Eisendrath and Shiller, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

***Rules Suspended* -- CONGRATULATIONS EXTENDED TO WHITNEY
YOUNG MAGNET HIGH SCHOOL ACADEMIC DECATHLON
TEAM ON WINNING 1990 ILLINOIS ACADEMIC
DECATHLON CHAMPIONSHIP.**

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating the Whitney Young Magnet High School Academic Decathlon Team for winning the 1990 Illinois Academic Decathlon Championship.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Alderman Roti 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, Whitney Young Magnet High School has distinguished itself as the 1990 Illinois Academic Decathlon Champions and will compete with other state champions at the National Decathlon on April 19 -- 22, in Des Moines, Iowa; and

WHEREAS, Whitney Young has been the Illinois champion of the Academic Decathlon, a ten-event contest of academic strength, for an amazing five consecutive years, and in the last three years, has scored among the top 10 states at the nationals; and

WHEREAS, The young men and women on the Academic Decathlon Team and Larry Minkoff, a psychology teacher at the school and tutor of the team for the last year, deserve to be recognized for their outstanding efforts; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend congratulations to the fine young men and women on Whitney Young's Academic Decathlon Team and their tutor, Larry Minkoff, on winning the 1990 Illinois Academic Decathlon Championship; and

Be It Further Resolved, That we wish them good luck as they compete with more than 40 other state champions for the National Championship on April 19 -- 22.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the Whitney Young Magnet High School Academic Decathlon Team who were warmly applauded by all present.

Rules Suspended -- GREATER CHICAGO COUNCIL COMMENDED
FOR PUBLIC AWARENESS CAMPAIGN AND RELATED
EFFORTS IN PREVENTING CHILD ABUSE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution commending the Greater Chicago Council for its public awareness campaigns and related efforts in preventing child abuse.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Over two million children are abused and neglected annually nationwide; and

WHEREAS, The City of Chicago has the welfare of all its citizens, particularly children, as an immediate concern; and

WHEREAS, In Chicago last year, child fatalities related to abuse or neglect increased 70 percent; each day more that 120 reports of child abuse occurring in our City and county were received by the Illinois Department of Children and Family Services; and

WHEREAS, In the face of rising child abuse reports, the Greater Chicago Council, a local chapter of the national Committee for Prevention of Child Abuse, has mounted numerous public awareness campaigns and prevention programs throughout our neighborhoods, schools, hospitals and homes; and

WHEREAS, The Greater Chicago Council should be commended for its prevention programs because the most effective prevention weapon in the war against child abuse is public awareness; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, urge all citizens to be aware of the national and local programs created to provide protection of our children; and

Be It Further Resolved, That we salute the Greater Chicago Council for its outstanding efforts in preventing child abuse.

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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.2
ENTITLED "GOVERNMENTAL ETHICS ORDINANCE" BY
IMPOSING LATE FILING FEE FOR STATEMENTS
OF FINANCIAL INTERESTS AND BY MAKING
VARIOUS TECHNICAL CORRECTIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Board of Ethics, I transmit herewith an ordinance that amends the Governmental Ethics Ordinance by imposing a late filing fee for statements of financial interests and making grammatical, technical and stylistic corrections.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 34 BY
REVISING LICENSING REQUIREMENTS FOR PERSONS
OPERATING CARNIVALS ON PUBLIC WAYS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 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 34 of the Municipal Code of Chicago to revise licensing requirements for persons operating carnivals on the public way.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 113.2
ENTITLED CHICAGO CABLE ETHICS ORDINANCE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Cable Administrator, I transmit herewith an ordinance amending the Chicago Cable Ethics Ordinance, Chapter 113.2 et seq. of the Municipal Code of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 132
PERTAINING TO HOME RULE MUNICIPAL
RETAILERS' OCCUPATION TAX.

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

April 6, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance amending Chapter 132 of the Municipal Code of Chicago by repealing existing Sections 132-1, 132-2, 132-43 and 132-44 and adding new Sections 132-1, 132-2, 132-43 and 132-44 pertaining to the Home Rule Municipal Retailers' Occupation Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXPANSION OF BOUNDARIES FOR CHAPTER 282
ENTERPRISE ZONE TWO. HONORABLE MAYOR RICHARD M. DALEY,
CITY OF CHICAGO, TRANSMITTED THE FOLLOWING STATEMENTS
AND STATEMENTS OF WORKING AND FINANCIAL STATEMENTS

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

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance expanding the boundaries of Enterprise Zone II located on the near south and southwest sides of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO PROVIDE
ADDITIONAL FUNDING FOR HOWARD/DAN
RYAN RAPID TRANSIT PROJECT.

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

April 6, 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 application for \$13,000,000 in additional funding for the Howard/Dan Ryan rapid transit project and execution of related documents.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION FOR GRANT FROM
ILLINOIS DEPARTMENT OF TRANSPORTATION UNDER
OPERATION GREENLIGHT PROGRAM FOR DESIGN
AND ENGINEERING OF STATE/VAN BUREN
ELEVATED TRANSIT STATION.

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

April 6, 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 application and execution of grant awards

up to \$800,000 from the Illinois Department of Transportation under its Operation Greenlight Program. These funds will be used for the design and engineering of the State/Van Buren elevated transit station on the existing Loop elevated rapid transit structure.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REVISION OF AGREEMENT WITH CHICAGO TRANSIT
AUTHORITY TO PROVIDE FOR CONSTRUCTION OF
ELEVATOR FOR ELDERLY AND HANDICAPPED
AT ADAMS/JACKSON SUBWAY STATION.

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

April 6, 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 revising an agreement with the Chicago Transit Authority to provide for an additional \$250,000 for the construction of an elevator for the elderly and handicapped at the Adams/Jackson Subway Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,

Mayor.

Referred -- SUBMISSION OF GRANT APPLICATION TO FEDERAL AVIATION ADMINISTRATION FOR SECURITY PROJECTS AT CHICAGO O'HARE INTERNATIONAL AIRPORT. (\$12,540,394.00)

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**

April 6, 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 to the Federal Aviation Administration for security projects at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,

Mayor.

Referred-- SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR SECURITY PROJECTS
AT CHICAGO O'HARE INTERNATIONAL AIRPORT.
(\$5,056,065.00)

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

April 6, 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 to the Federal Aviation Administration for security projects at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 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 to the Federal Aviation Administration for security projects at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR INCUBATOR PROJECT LOAN
TO FILLMORE LIMITED PARTNERSHIP FOR WORKING
CAPITAL AND RENOVATION OF PROPERTY AT
4100 WEST FILLMORE 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

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing an Incubator Project Loan to

Fillmore Limited Partnership in the amount of \$350,000 for renovation of property located at 4100 West Fillmore Street and working capital.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred-- AUTHORIZATION TO SUPPLY WATER TO PREMISES
OCCUPIED BY STEIN & COMPANY MIDWAY,
INCORPORATED LOCATED IN CENTRAL
STICKNEY SANITARY DISTRICT.

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

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing the Department of Water to provide a supply of water to the premises occupied by Stein & Company Midway, Incorporated, which is located outside the corporate limits of the City of Chicago in the Central Stickney Sanitary District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF MEMORANDUM OF INTENT WITH AMERICAN AIRLINES, INCORPORATED REGARDING ISSUANCE OF SPECIAL FACILITY REVENUE BONDS TO FUND CERTAIN CONSTRUCTION AT CHICAGO O'HARE INTERNATIONAL AND CHICAGO MIDWAY AIRPORTS.

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

April 6, 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 execution of a Memorandum of Intent between the City of Chicago and American Airlines, Incorporated, regarding the issuance of Special Facility Revenue Bonds in the amount not to exceed \$350,000,000 which will be used to fund construction of additional airport facilities at Chicago O'Hare International Airport and Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR BUSINESS DEVELOPMENT LOAN TO FLYING FOOD FARE, INCORPORATED FOR PURCHASE OF MACHINERY AND EQUIPMENT.

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

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing a Business Development Loan to Flying Food Fare, Incorporated in the amount of \$250,000 for the purchase of machinery and equipment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO LEASE AGREEMENT
WITH HERTZ CORPORATION FOR CAR MAINTENANCE
AND SERVICE FACILITY AT CHICAGO
MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 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 entry into a lease agreement with the Hertz Corporation for a car maintenance and service facility at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- LEASE OF CERTAIN TERMINAL AND CONCOURSE
PREMISES AT CHICAGO O'HARE INTERNATIONAL
AIRPORT TO SCANDINAVIAN AIRLINES OF
NORTH AMERICA, INCORPORATED.

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

April 6, 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 lease of certain terminal and concourse premises at Chicago O'Hare International Airport to Scandinavian Airlines of North America, Incorporated.

Your favorable consideration of this ordinance will be appreciated.

... EXECUTION OF THE ...
... WITH AMERICAN ...
... OF SPECIAL ...
... (Signed) RICHARD M. DALEY, ...
... Mayor.

Referred -- EXECUTION OF FIRST AMENDMENT TO AMENDED
AND RESTATED CHICAGO O'HARE INTERNATIONAL
AIRPORT FUELING SYSTEM LEASE.

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

April 6, 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 execution of the First Amendment to the Amended and Restated Chicago O'Hare International Airport Fueling System Lease.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF RIGHT OF ENTRY AGREEMENT WITH
KLM ROYAL DUTCH AIRLINES FOR CONSTRUCTION OF
NEW CARGO FACILITY 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

April 6, 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 Commissioner of Aviation to execute a Right of Entry Agreement. The Agreement permits KLM Royal Dutch Airlines to begin construction of a new cargo facility in the Southwest Cargo Area at O'Hare International Airport prior to the execution of a lease agreement with the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT NUMBER FOUR TO CENTRAL ENGLEWOOD
CONSERVATION PLAN AND DESIGNATION OF 63RD AND
HALSTED AS BLIGHTED COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioners of Housing and Economic Development, I transmit herewith an ordinance approving Amendment Number 4 to the Central Englewood Conservation Plan and the designation of the 63rd and Halsted Blighted Commercial Area. This ordinance would change an area in the vicinity of 63rd and Halsted Street from a Conservation Area under the jurisdiction of the Department of Urban Renewal to a Blighted Commercial Area under the jurisdiction of the Commercial District Development Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred-- TRANSFER OF SIX CITY-OWNED VACANT LOTS TO
METRO-CHICAGO JOINT VENTURE FOR REPLACEMENT
HOUSING IN CONJUNCTION WITH NEW NEAR
WEST SIDE SPORTS FACILITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 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 approving the transfer of six City-owned vacant lots to the Metro-Chicago Joint Venture for use as sites for replacement housing to be developed prior to commencement of construction of a new sports facility on the near west side.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF LICENSE AGREEMENT WITH METROPOLITAN
FAIR AND EXPOSITION AUTHORITY REGARDING USE OF
ARIE CROWN THEATRE FOR TWENTY-NINTH ANNUAL
POLICE RECOGNITION CEREMONY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the Superintendent to execute a license agreement with the Metropolitan Fair and Exposition Authority regarding the use of the Arie Crown Theatre for the 29th Annual Police Recognition Ceremony.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
 (Signed) RICHARD M. DALEY,
 Mayor.

Referred -- EXECUTION OF AGREEMENT WITH EAST VIEW
 PARK CONDOMINIUM ASSOCIATION CONCERNING
 GRANT OF EASEMENT TO CONSTRUCT
 AND MAINTAIN WATER MAIN.

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

OFFICE OF THE MAYOR
 CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the Commissioner to execute an agreement with the East View Park Condominium Association regarding the granting to the City of an easement for a water main. The property is located near South Everett Avenue and East 54th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
 Mayor.

Referred-- EXECUTION OF JOINT DECLARATION WITH OWNER OF
LOOP TRANSPORTATION CENTER BUILDING ESTABLISHING
EASEMENTS, RESERVATIONS, RIGHTS, COVENANTS
AND RESTRICTIONS AND EXECUTION OF
OPERATING AGREEMENT WITH
CHICAGO TRANSIT
AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 6, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioners of Planning and Public Works, I transmit herewith an ordinance authorizing the execution of a Joint Declaration establishing easements, reservations, rights, covenants and restrictions between the City and the owner of the Loop Transportation Center building, 203 North LaSalle Street, and authorizing execution of an operating agreement between the City and the Chicago Transit Authority.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

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

The following communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of April 3, 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:

Calculation of Electric Adjustment Charge for the billing period of April, 1990 -- Rider 20.

Calculation of Conservation Program Charge/Credit for billing month of April, 1990 -- Rider 21.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. E.I.A.-826), for the months of January (Revised) and February, 1990.

Annual Report for the year ended December 31, 1989 (Form 10-K), filed with the Securities and Exchange Commission."

Placed On File--OATHS OF OFFICE.

Also, the oaths of office of Ms. Miriam Santos and Mr. Walter Knorr as members of the Policemen's Annuity and Benefit Fund, filed on March 30, 1990, which were *Placed on File*.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNALS.**

March 21, 1990.

(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on March 21, 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 April 6, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on March 21, 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.

March 21, 1990.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on March 21, 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 April 6, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 21, 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.

**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 WITH OWNER IN
PARTICULAR AREAS. BUILDING ESTABLISHING
RESERVATIONS. RIGHTS. COVENANTS
RESTRICTIONS AND EXECUTION OF**

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:

Robert A. Carrane -- to classify as an M2-1 General Manufacturing District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 14-F bounded by:

a line 774.43 feet north of and parallel to West 63rd Street; South State Street; West 63rd Street; a northwesterly line beginning at a point 1.03 feet west of the west line of South State Street to a point 108.97 feet west of the west line of South State Street and 774.43 feet north of West 63rd Street.

Cressida Motor Works & Sales, Incorporated -- to classify as a C2-1 General Commercial District instead of a B5-1 General Service District the area shown on Map No. 5-J bounded by:

a line 336 feet north of and parallel to West Wabansia Avenue; the alley next east of and parallel to North Pulaski Road; a line 240 feet north of and parallel to West Wabansia Avenue; and North Pulaski Road.

Nancy Giarritano -- to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 12-L bounded by:

West 51st Street; South Cicero Avenue; a line 100 feet south of West 51st Street; and the alley next west of and parallel to South Cicero Avenue.

LaSalle National Bank, N.A., as Trustee, under Trust No. 112700 -- to classify as Industrial Rivers Edge Planned Development instead of an M3-4 Heavy Manufacturing District the area shown on Map No. 4-F bounded by:

the south branch of the Chicago River to the south; South Canal Street to the east; South Lumber Street to the north; and a line lying perpendicular to South Lumber Street and being 404.39 feet north of the northeast corner of the intersection of South Lumber and West 22nd (Cermak) Streets to the west.

Midwest Bank and Trust Company, as Trustee, under Trust No. 83-07-4168 -- to classify as a C2-1 General Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map No. 12-J bounded by:

South Archer Avenue; South Hamlin Avenue; the alley next south of South Archer Avenue (or a line 187.21 feet south of the southeast line of South Archer Avenue as measured along the west line of South Hamlin Avenue); the alley next southeast of and parallel to South Archer Avenue; and a line 166.76 feet southwest of the intersection of South Archer Avenue and South Hamlin Avenue as measured along the southeast line of South Archer Avenue.

Daoud E. Nissan -- to classify as a B5-2 General Service District instead of an R4 General Residence District the area shown on Map No. 15-H bounded by:

West Devon Avenue; a line 274 feet east of North Hoyne Avenue; a line 109.01 feet south of West Devon Avenue; and North Hoyne Avenue.

John Zarogoza -- to classify as a C2-1 General Commercial District instead of a C1-1 Restricted Commercial District the area shown on Map No. 12-L bounded by:

West 52nd Street; a line 108.91 feet east of South Lawler Avenue (as measured at the south line of West 52nd Street); South Archer Avenue; and South Lawler Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Aetna Life & Casualty and Forward Express Trucking Company, Allstate Insurance Company (7) Mary Cooper, Betty Figura, Ted Ford, Mazique Johnson, Rita Kelly, Richard Saunders and Manuel Zarogoza, American Family Insurance and Trifone Contacessi, American Service Insurance Company and Christine Longstreet, American States Insurance and Duncan E. Rostie, Aronson Richard;

Baker John W., Baskin Erma D., Bassette Marsha, Berline Limousine Service, Inc., Blackmon Yvonne, Braus Philip B., Bredemann Thomas P., Broomfield Dr. Diana P., Budlovsky Helen, Buentello Stephanie J., Byrd Dorothy M.;

Chicago Association for Retarded Citizens, Cisse Fonda K., CNA Insurance Companies and Lyman Tubin, Colonial Brick Company, Constitutional Casualty Company and Anita A. Lorenzo, Cordero William, Cuevas Gilberto;

Davis Ollie, De Laurentis Mary Ann, Delumo Ayobamidele, Diaz Hector, DioGuardi Richard A.;

Fierro Fausto G., Fortenberry Kaysee E., Freeman Christopher;

Gary Homer C., General Casualty Company of Illinois and Victor V. Sprengelmeyer, Gruber Dorothy, Guyton Clarence;

Hadnott Edward, Hanger Albert, Hanley Harold J., Hester Noreen C., Hickey Pamela M., Hilgert Donald P., Hoogstraten Jaap, Humphrey Jack E.;

Ion Exchange Products, Inc.;

Jeffro Furniture Co., Inc., Johnson Lyncha, Jones Calvin A., Jones Richard;

Karabatsos Ted, Karkazis Frank, Keiffer Mel, Krech Wilton;

Layman Violet, Lewin Norbert, Londe Kenneth, Lui Xin, Lynn Sandra;

Mack Priscilla, Magdaleno Florence, Mallette Roosevelt T., Markowski Daniel, May Kevin M., McMahon Margot, Morris Henry, Mueller Friedrich;

National Car Rental, Navarro Geneviene, Norman Taylor Realty Co., North JoAnn, Nuccio Michael;

O'Donnell John;

Pierce Tod, Prudential Insurance Company (2) Karen Chilton and Doris A. Rizer, Pulliam Thelma and David, Pulling Maria;

Rodriguez Nancy, Rutledge Wayne A.;

Saint Fence Co. & Window Products, Inc., Sala Bogdan, Sandoval Jorge, Sanocki Michael H., Scheeler Diana C., Schmidt Jennifer, Schultz Phillip C., Siegel Gerald, Sloan Ronita, Smith MD Pamela E., State Farm Insurance Companies (5) Halina Plebaniak, Lynn Proper, Arthur Stanczyk, Constance Tomasian and Cindy Watson, Stidwell Lois;

Tilley Olivia M., Tirpitz Friederich;

Wade Lisa V., Washtub, Inc., Wilson Eugene, Wright Marie;

Young Shelia D.

Referred -- PROPOSED ORDINANCES RECOMMENDED BY BOARD
OF LOCAL IMPROVEMENTS FOR ALLEY
IMPROVEMENTS.

Also, the City Clerk transmitted the following communications addressed to him under date of April 2, 1990, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Public Works, which were, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys*:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances.

- Ward 7 -- Grading, paving and improving the alley between East 81st Street, East 82nd Street, South Colfax Avenue and South Kingston Avenue;
- Ward 7 -- Grading, paving and improving the alley between East 93rd Street, East 94th Street, South Yates Avenue and South Oglesby Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 82nd Street, East 83rd Street, South Ridgeland Avenue and South East End Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 87th Street, East 88th Street, South Merrill Avenue and South Clyde Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 87th Street, East 88th Street, South Paxton Avenue and South Merrill Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 88th Street, East 89th Street, South Bennett Avenue and South Constance Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 88th Street, East 89th Street, South Constance Avenue and South Cregier Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 88th Street, East 89th Street, South Dorchester Avenue and South Kenwood Avenue;

- Ward 8 -- Grading, paving and improving the alley between East 88th Street, East 89th Street, South Paxton Avenue and South Merrill Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 89th Street, East 90th Street, South Cregier Avenue and South Ridgeland Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 90th Street, East 91st Street, South Dobson Avenue and South Ellis Avenue;
- Ward 8 -- Grading, paving and improving the alley between East 98th Street, East 99th Street, South Ellis Avenue and South Ingleside Avenue;
- Ward 9 -- Grading, paving and improving the alley between West 120th Street, Illinois Central Railroad, South Stewart Avenue and South Eggleston Avenue;
- Ward 9 -- Grading, paving and improving the alley between West 123rd Street, West 124th Street, South Perry Avenue and South LaSalle Street;
- Ward 10 -- Grading, paving and improving the alley between East 90th Street, East 91st Street, South Cregier Avenue and South Ridgeland Avenue;
- Ward 10 -- Grading, paving and improving the alley between East 93rd Street, East 94th Street (produced west), South Bennett Avenue and South Constance Avenue;
- Ward 10 -- Grading, paving and improving the alley between East 101st Street, East 102nd Street, South Yates Avenue and South Oglesby Avenue;
- Ward 11 -- Grading, paving and improving the alley between South Archer Avenue, South Lyman Street, South Keeley Street and South Bonfield Street;
- Ward 11 -- Grading, paving and improving the alley between West 33rd Street, West 35th Street, South Normal Avenue and South Parnell Avenue;
- Ward 12 -- Grading, paving and improving the alley between West 52nd Street, West 53rd Street, South Sawyer Avenue and South Spaulding Avenue;

- Ward 13 -- Grading, paving and improving the alley between West 61st Street, West 61st Place, South St. Louis Avenue and South Central Park Avenue;
- Ward 18 -- Grading, paving and improving the alley between West 84th Street, West 85th Street, South Ashland Avenue and South Marshfield Avenue;
- Ward 19 -- Grading, paving and improving the alley between West Edmaire Street, West 115th Street, South Vincennes Avenue and South Church Street;
- Ward 19 -- Grading, paving and improving the alley between West Montvale Avenue, West Edmaire Street, South Vincennes Avenue and South Church Street;
- Ward 19 -- Grading, paving and improving the alley between West 109th Street, West 109th Place, South Hamlin Avenue and South Springfield Avenue;
- Ward 21 -- Grading, paving and improving the alley between West 87th Street, West 88th Street, South Ashland Avenue and South Marshfield Avenue;
- Ward 21 -- Grading, paving and improving the alley between West 89th Street, West 90th Street, South May Street and South Racine Avenue;
- Ward 21 -- Grading, paving and improving the alley between West 90th Street, West 91st Street, South Ashland Avenue and South Marshfield Avenue;
- Ward 21 -- Grading, paving and improving the alley between East 101st Place, East 102nd Street, South Michigan Avenue and South State Street;
- Ward 21 -- Grading, paving and improving the alley between East 102nd Street, East 103rd Street, South Calumet Avenue and South Forest Avenue;
- Ward 22 -- Grading, paving and improving the alley between West 24th Street, West 24th Place, South Kedvale Avenue and South Keeler Avenue;
- Ward 34 -- Grading, paving and improving the alley between West 103rd Street, West 104th Street, South Green Street and South Peoria Street;
- Ward 34 -- Grading, paving and improving the alley between West 112th

- Place, West 113th Place, South Loomis Street and South Bishop Street;
- Ward 34 -- Grading, paving and improving the alley between West 114th Place, West 115th Street, South Aberdeen Street and South May Street;
- Ward 36 -- Grading, paving and improving the alley between West Addison Street, West Cornelia Avenue, North Pioneer Avenue and North Pittsburgh Avenue;
- Ward 36 -- Grading, paving and improving the alley between West George Street, West Wolfram Street, North Sayre Avenue and North Nordica Avenue;
- Ward 41 -- Grading, paving and improving the alley between West Catalpa Avenue, West Rascher Avenue, North Oriole Avenue and North Overhill Avenue;
- Ward 41 -- Grading, paving and improving the alley between West Howard Street, West Birchwood Avenue, North Ottawa Avenue and North Overhill Avenue;
- Ward 41 -- Grading, paving and improving the alley between West Talcott Avenue, West Ardmore Avenue, North Odell Avenue and North Oketo Avenue."

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

Also, four communications from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of April 2, 1990, transmitting the recommendations that certain structures be designated as Chicago landmarks, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

Berghoff Buildings, 15 -- 27 West Adams Street;

Haskell-Barker-Atwater Buildings, 18 -- 28 South Wabash Avenue;

Lake and Franklin Group, 229, 233 and 235 West Lake Street, and 175, 177 and 185 North Franklin Street;

Washington Block, 40 North Wells Street.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY LOCATED AT 1550 SOUTH STATE STREET AND
1546 SOUTH DEARBORN STREET APPROVED FOR
CLASS 6(b) TAX INCENTIVE BENEFITS
PURSUANT TO COOK COUNTY REAL
PROPERTY CLASSIFICATION
ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification Ordinance for the property located at 1550 South State Street and 1546 South Dearborn Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutiérrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, The Wicklander Printing Corporation, an Illinois corporation is the owner of the property commonly known as 1550 South State and 1546 South Dearborn, Chicago, Illinois (hereinafter referred to as the "subject property"), and is carrying out a substantial addition to the building located on the subject property with the expectation that said property would be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The permanent index numbers for the subject property are 17-21- 210-054-0000, (1550 South State) and 17-21-210-043-0000, (1546 South Dearborn); and

WHEREAS, The subject property is used for manufacturing purposes (large-scale printing plant) by the Wicklander Printing Corporation; and

WHEREAS, Substantial construction work is planned and sums have been expended and are to be expended for this purpose; and

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

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

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, hereby support and consent to the application and declare that Class 6(b) tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance are both appropriate and necessary for the development of the subject property; and that pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the subject property as Class 6(b), and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Numbers 17-21-210-054-0000 and 17-21-210-043-0000; and the Clerk of the City of

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

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

AMENDMENT AND READOPTION OF MUNICIPAL CODE
CHAPTER 29 ENTITLED "WHEEL TAX
LICENSES".

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending and readopting Chapter 29 of the Municipal Code of Chicago pertaining to Wheel Tax Licenses, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

Alderman Bloom 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 imposition of a wheel tax license fee is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, The City Council has determined that the City Wheel Tax License Ordinance should be readopted and amended in order to be consistent with the extensive taxing powers of a home rule unit; now, therefore,

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

SECTION 1. Subject to the amendments contained in Sections 2 and 3 herein, Chapter 29 of the Municipal Code of Chicago, entitled "Wheel Tax License", is hereby readopted in its entirety.

SECTION 2. Chapter 29 of the Municipal Code of Chicago is hereby amended in Section 29-1 by adding in proper alphabetical sequence a new definition "situs or base of vehicle", to read in italics as follows:

29-1.

* * * * *

Situs or base of vehicle means the place where a vehicle is principally garaged, or from whence it is principally dispatched, or where the movements of such vehicle usually originate.

SECTION 3. Chapter 29 of the Municipal Code of Chicago is hereby amended in Section 29-2 by adding the language in italics and deleting the language in brackets as follows:

29-2. It shall be unlawful for any motor vehicle owner residing within the city to use, or to cause or permit any of his agents, employees, lessees, licensees, or bailees to use, any motor vehicle *or any other vehicle* upon the public ways of the city, unless such vehicle be licensed as hereinafter provided. *Motor vehicles and other vehicles used interstate and registered pursuant to the International Registration Plan shall be exempt from the licensing requirements of this chapter.*

[It shall be unlawful for any person not residing within the city to use, or cause or permit any of his agents or employees to use any motor truck, motor driven commercial vehicle or motor vehicle which is used for public hire, upon the public ways of the city,

unless said vehicle is licensed as hereinafter provided, or unless such owner shall have obtained a certificate of registration from the Secretary of State of Illinois, as by law provided.]

[It shall be unlawful for any owner residing within the city to use, or to cause or permit any of his agents, employees, lessees, licensees, or bailees to use, any vehicle other than a motor vehicle upon public ways of the city, unless such vehicle be licensed as hereinafter provided.]

The owner of a motor vehicle or any other vehicle who resides in the city but maintains a situs or base of such vehicle located outside of the city shall be entitled to a credit against the appropriate license fee provided for herein in the amount of any wheel tax license fee paid for such vehicle to the municipality where such vehicle is based; provided, however, that in no event shall the license fee be reduced to an amount less than the wheel tax license fee for passenger automobiles.

It shall be unlawful for any person under the age of sixteen years to operate on the streets of the city a motorcycle, powercycle, bicycle with motor attached, or power scooter, with a motor which produces not to exceed 5 brake horse power.

[No person residing within the city shall be exempt from the operation of this chapter, or released from the payment of the license fee required, by reason of the registering of an automobile or other vehicle in a municipality other than the City of Chicago or in another state or sovereignty beyond the jurisdiction of the State of Illinois, but if such automobile or other vehicle is used or operated on the public ways of the city, it shall be subject to the provisions of this chapter, even though it has been registered in some other jurisdiction outside of the city or state.]

No person shall operate a motor vehicle as set forth in this chapter without said vehicle being duly licensed as prescribed herein. The operator of any such motor vehicle shall be subject to the same penalties as the owner for the violation of any of the terms of this ordinance.

SECTION 4. This ordinance shall be effective ten days after its passage and publication.

SUBMISSION OF GRANT APPLICATION TO UNITED STATES
DEPARTMENT OF LABOR FOR HOMELESS VETERANS
RE-INTEGRATION PROJECT.

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the application of a grant from the United States Department of Labor for the purpose of securing employment for homeless veterans, in the amount of \$182,334, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, There is a need in Chicago for an integrated effort involving all organizations serving veterans, with a particular emphasis on job placement for homeless veterans; and

WHEREAS, The United States Department of Labor is administrating the Homeless Veterans Re-Integration Project ("H.V.R.P.") funded under the Stewart B. McKinney Homeless Assistance Act, Title VII, Subtitle C, Section 738, Fiscal Year 1990; and

WHEREAS, The City of Chicago, through the Mayor's Office of Employment and Training, has prepared an application for a Department of Labor H.V.R.P. Grant in the amount of \$182,334 to be used to operate a program through the SERD Job Search Club ("SERD/HDI") to provide a wide range of services with the major emphasis being self-directed job placement; now, therefore,

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

SECTION 1. The Mayor of the City of Chicago is hereby authorized to submit to the United States Department of Labor a grant application in the amount of \$182,334 for the Homeless Veterans Re-Integration Project.

SECTION 2. The Mayor and the Director of the Mayor's Office of Employment and Training are hereby authorized to act in connection with the application, to give necessary assurances and to provide such additional information as may be required by the United States Department of Labor.

SECTION 3. The Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Mayor's Office of Employment and Training any grant award and any subsequent grant amendments.

SECTION 4. To the extent that any ordinance, resolution, rule, order of the City Council or provision of the Municipal Code of the City of Chicago, or any part thereof, is in conflict with this ordinance, the provisions of this ordinance shall be controlling.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.

EXECUTION AND SUBMISSION OF GRANT APPLICATION TO
FEDERAL AVIATION ADMINISTRATION TO FUND
CAPITAL PROJECTS AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of a grant application to the Federal Aviation Administration for capital projects at Chicago-O'Hare International Airport, in the amount of \$53,149,650, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

Alderman Bloom 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 \$17,716,550.

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 approval 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 13697 through 13714
 of this Journal.]

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION IDENTIFIER	a. NUMBER 3-17-0022-14	3. STATE APPLICATION IDENTIFIER	a. 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 05	NOTE TO BE ASSIGNED BY STATE		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. - Suite 3000 d. City: Chicago e. County: Cook f. State: Illinois g. ZIP Code: 60602 h. Contact Person (Name & Telephone No.): Jack Delaney 744-4378		5. EMPLOYER IDENTIFICATION NUMBER (EIN) a. NUMBER: 2 0 1 0 6 b. TITLE: AIP			
7. TITLE OF APPLICANT'S PROJECT (Use section IV of this form to provide a summary description of the project) Chicago O'Hare International Airport T-5 Roads; Building and Apron; Snow Removal and Communication Equipment; T/W Rehab; Bridge Rehab; AGT Station; Exit T/W; Master Plan; Burn Pit; Security Bay; ATCT Improvements		8. TYPE OF APPLICANT/RECIPIENT A-State B-Federal C-County D-City E-Other (Specify): F-Other (Specify): G-Other Purpose District H-Community Action Agency I-Other Educational Institution J-Other Title K-Other (Specify): Enter appropriate letter: B			
9. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.) Chicago Metropolitan Area		10. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000		11. TYPE OF ASSISTANCE A-Other Grant B-Departmental Grant C-Loan D-Interest E-Other Enter appropriate letter(s): A	
12. PROPOSED FUNDING a. FEDERAL \$ 53,149,650.00 b. APPLICANT 17,716,550.00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. Total \$ 70,866,200.00		13. CONGRESSIONAL DISTRICTS OF: a. APPLICANT: City-Wide b. PROJECT: City-Wide 15. PROJECT START DATE: 19 90 04 15 16. PROJECT DURATION: Months 18. DATE DUE TO FEDERAL AGENCY: 19 90 01 16		14. TYPE OF APPLICATION A-Other B-Interest C-Debt D-Construction E-Improvement Enter appropriate letter: A	
17. TYPE OF CHANGE (For 14a or 14b) A-Interest B-Debt C-Construction D-Improvement E-Construction Enter appropriate letter(s):		19. FEDERAL AGENCY TO RECEIVE REQUEST: Department of Transportation a. ORGANIZATIONAL UNIT (IF APPROPRIATE): F.A.A. b. ADMINISTRATIVE CONTACT (IF KNOWN): Louis H. Yates c. ADDRESS: 2300 E. Devon Avenue, Des Plaines, Illinois 60018		20. EXISTING FEDERAL GRANT IDENTIFICATION NUMBER	
22. THE APPLICANT CERTIFIES THAT: To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved.		a. YES, THIS NOTICE OF INTENT/PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE _____ b. NO, PROGRAM IS NOT COVERED BY E.O. 12372 OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW			
23. CERTIFYING REPRESENTATIVE: Jay R. Franke, Commissioner		b. SIGNATURE: <i>Jay R. Franke</i>			
24. APPLICATION RECEIVED 19		25. FEDERAL APPLICATION IDENTIFICATION NUMBER		26. FEDERAL GRANT IDENTIFICATION	
27. ACTION TAKEN <input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. RETURNED FOR E.O. 12372 SUBMISSION BY APPLICANT TO STATE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. WITHDRAWN		28. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		29. ACTION DATE: 19 30. STARTING DATE: 19 31. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)	
32. ENDING DATE: 19		33. REMARKS ADDED <input type="checkbox"/> Yes <input type="checkbox"/> No			

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION

... authorized to submit to the ... amount of \$152,334 for the ...

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 X No

Name of Governing Body: _____

Priority Rating: _____

Item 2.

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

___ Yes X No

Name of Agency or Board: _____

(attach documentation)

Item 3.

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

X Yes ___ No

(attach comments)

Item 4.

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

____ Yes X No

Name of Approving Agency: _____

Date: _____

Item 5.

Is the proposed project covered by an approved comprehensive plan?

X Yes ____ No

Check one: State []

Local [X]

Regional []

Location of Plan:

Department of Aviation
Room 3000
20 North Clark Street

Item 6.

Will the assistance requested serve a federal installation?

X Yes ____ No

Name of Federal Installation:

United States Air Force
928 Airlift Group

Federal Population benefiting from Project: 2,100

Item 7.

Will the assistance requested be on federal land or installation?

____ Yes X No

Name of Federal Installation: _____

Location of Federal Land: _____

Percent of Project: _____

Item 8.

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

Yes No

See instructions for additional information to be provided.

Item 9.

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

Yes No

Number of:

Individuals: _____

Families: _____

Businesses: _____

Farms: _____

Item 10.

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

Yes No

See instructions for additional information to be provided.

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:

- Applicant
- Agency or institution operating the facility
- Other (specify)

13. Indicate whether Applicant/Operator has:

- 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: \$ _____ N/A
- 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. There have been no changes since the last grant agreement.

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

Drawings -- Attach any drawing which will assist in describing project.

Specifications -- Attach copies of completed outline specifications.

(If drawings and specifications have not been fully completed, please attach copies or workings 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:

Chicago O'Hare International Airport Zoning Ordinance

State of Illinois -- City of Chicago Zoning Ordinance

Cook County Zoning Ordinance.

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

N/A

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

N/A

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

See Exhibit "A" as on file with the F.A.A.

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

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

* 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.

Part III -- Budget Information -- Construction.

Section A -- General.

1.	Federal Domestic Assistance Catalog No.	<u>20.106</u>
2.	Functional or Other Breakout	<u> </u>

Section B -- Calculation Of Federal Grant.

Use Only For Revisions

Cost Classification	Latest Approved Amount	Adjustment + Or (-)	Total Amount Required
1. Administration Expense	\$	\$	\$
2. Preliminary Expense			
3. Land, Structures, Right-of-Way			
4. Architectural Engineering Basic Fees			2,000,000

MEMBERS -- ATTEND ANY CITY COUNCIL MEETING AND ASSIST IN DESCRIBING PROJECT.

Cost Classification	Latest Approved Amount	Adjustment + Or (-)	Total Amount Required
5. Other Architectural Engineering Fees			
6. Project Inspection Fees			\$3,932,000
7. Land Development			
8. Relocation Expenses			
9. Relocation Payments to Individuals and Businesses			
10. Demolition and Removal			
11. Construction and Project Improvement			61,020,000
12. Equipment			3,914,200
13. Miscellaneous			
14. Total (Lines 1 through 13)			<u>\$70,866,200</u>
15. Estimated Income (if Applicable)			
16. Net Project Amount (Line 14 Minus 15)			<u>\$70,866,200</u>

SECTION 1. Sections 1-10 and 1-11 of the Municipal Code of Chicago are hereby amended by deleting the following sections and adding the language in the first column.

Cost Classification	Latest Approved Amount	Adjustment + Or (-)	Total Amount Required
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amount (Excluding Rehabilitation Grants)			<u>\$70,866,200</u>
20. Federal Share Requested of Line 19			27,199,650
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal Grant Requested (Lines 20 and 21)			<u>\$27,199,650</u>
23. Grantee Share			43,666,550
24. Other Shares			
25. Total Project (Lines 22, 23 and 24)			<u>\$70,866,200</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)		2,779,050

d.	Bonds	\$40,887,500
e.	Tax Levies	
f.	Non Cash	
g.	Other (explain)	
h.	TOTAL -- Grantee Share	<u>\$43,666,550</u>
28.	Other Shares	
a.	State	
b.	Other	
c.	Total Other Shares	
29.	TOTAL:	<u>\$43,666,550</u>

Section E -- Remarks.

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

Part V.

Chicago O'Hare International Airport

1990 Application

A.I.P. Number 3-17-0022-14.

Terminal 5 -- Ingress/Egress Roads (Entitlement).

The scope of this project will provide the roadway system to/from the permanent International Terminal and the connections to/from the Central Core. It will include concrete pavement, earthwork, underground utilities, retaining walls, bridges, lighting, signage and landscaping.

Estimated Cost: \$3,600,000

Airfield Telecommunications Equipment (Entitlement).

This project will provide communications equipment for airfield and security:

Seventy-three (73) Portable Radios.

Twenty-six (26) Mobile Radios.

Sixteen (16) Remote Control Stations.

Estimated Cost: \$614,200

Rehabilitation Of Scenic Taxiway (Entitlement).

This project will improve the quality of pavement and extend its useful life. This project includes asphalt overlay, grading, lighting adjustment, pavement markings and landscaping. (Engineering only)

Estimated Cost: \$240,000

Rehabilitation Of Cargo Taxiway (Entitlement).

The scope of this project is to improve the quality of pavement and extend its useful life. This project will include asphalt overlay, pavement and joint repairs, lighting adjustments, grading, pavement markings and landscaping. (Engineering only)

Estimated Cost: \$200,000

Rehabilitate Ditch Bridge (Entitlement).

The Airport perimeter road crosses a drainage ditch on the west side of the Airport. The crossing must be upgraded and improved to accommodate emergency vehicles in the event all other routes are blocked. (Construction only)

Estimated Cost: \$920,000

Discretionary Projects In Order Of Priority.

R/W 9R -- Exit Taxiway (Discretionary).

This project will add a taxiway exit off Runway 9R onto the parallel taxiway, as currently depicted on the approved ALP.

Estimated Cost: \$1,842,000

T-5 -- Apron Pavement (Discretionary).

This project will provide an aircraft parking apron for the permanent International Terminal. It includes earthwork, underground utilities, concrete pavement, marking, lighting and signage.

Estimated Cost: \$6,500,000
(1990 portion only)

Update Master Plan (Discretionary).

This project will provide for an update of the O'Hare Master Plan.

Estimated Cost: \$2,000,000

Burn Pit (Discretionary).

The Chicago Fire Department mans the A.R.R.F. stations at ORD and requires an area to practice fighting aircraft fires. The construction of a burn pit will facilitate this vital training function.

Estimated Cost: \$2,000,000

Security Bay Addition -- Concourse E-F (Discretionary).

The scope of this project is to widen the throat of the E-F Concourse and relocate the security screening function in these areas. It will be comparable to the H-K Concourse.

Estimated Cost: \$2,160,000

F.A.A. A.T.C.T. Building Improvements -- Phase II -- (Discretionary).

This project includes courtyard modifications and F.A.A. office and lunchroom modifications.

Estimated Cost: \$540,000

Total Project Costs: \$70,866,200

Federal Share at 75%: \$27,199,650

Local Share at 25%: \$43,666,550

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

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the application of a grant from the Robert Wood Johnson Foundation and the United States Department of Housing and Urban Development under the "Homeless Families Program", in the amount of \$300,000, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

Alderman Bloom 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; and

WHEREAS, Under the Homeless Families Program, national initiative of the Robert Wood Johnson Foundation and the U. S. Department of Housing and Urban Development, eight large cities will receive 125 -- 150 H.U.D. Section 8 housing certificates and two-year Foundation grants of up to \$300,000 to support community-based demonstration projects to provide comprehensive health and supportive services as well as creative housing assistance to homeless families; and

WHEREAS, The goal of the Homeless Families Program is to demonstrate that homeless families, in particular those with multiple chronic problems in addition to the lack of housing, can become healthy and self-sufficient members of the community when appropriate health and supportive services are combined with suitable housing; and

WHEREAS, The Homeless Families Program also seeks to promote the long-term expansion of permanent housing options for these families, and the integration of those options with health and social services; 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 program; now, therefore,

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

SECTION 1. That the Budget Director is authorized to act in connection with application and to give such assurances and certifications as are necessary in connection therewith, and to provide such additional information as is required for two-year Foundation grants for funds in an amount not to exceed Three Hundred Thousand and no/100 Dollars (\$300,000) and 125 -- 150 Section 8 housing certificates under the Homeless Families Program (the "Program").

SECTION 2. That any funds as may be awarded as a result of such application shall be expended for the objects and purposes as set forth in the Grant Application.

SECTION 3. That the Budget Director 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 eligible to receive Program funds.

SECTION 4. That the amounts set forth herein shall be regarded as maximum amounts to be expended and, if the funds awarded under the Program should be less than the Three Hundred Thousand and no/100 Dollars requested, that the amounts to be expended shall be reduced proportionately.

SECTION 5. This ordinance shall be effective from and after its date of passage.

ACQUISITION AND FINANCING OF FLEET ADMINISTRATION
FACILITY LOCATED AT 1685 -- 1865 NORTH
THROOP STREET.

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving the acquisition and financing of the Fleet Administration Facility located at 1685 -- 1865 North Throop Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by six members of the committee with three dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

Alderman Bloom presented the following amendment:

"I move to amend the ordinance in Section 2 by substituting the interest rate of 8.00% for the stated interest rate of 9.25%".

Alderman Burke moved to *Lay on the Table* the foregoing amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, Schuler, Stone -- 27.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Carter, J. Evans, E. Smith, Davis, Figueroa, Giles, Eisendrath, Hansen, M. Smith, Orr -- 18.

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

Yeas -- Aldermen Roti, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Krystyniak, Henry, Soliz, Gutierrez, Butler, Bialczak, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, M. Smith, Stone -- 30.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Carter, J. Evans, Garcia, E. Smith, Davis, Figueroa, Eisendrath, Shiller, Orr -- 15.

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

The following is said ordinance as passed:

WHEREAS, On November 16, 1988, the City Council passed an ordinance approving a Lease and Purchase Agreement ("Purchase Agreement") between the City of Chicago ("City") and the owner of the property commonly known as 1685 -- 1865 North Throop Street in Chicago, Illinois, as a facility for the Bureau of Fleet Administration of the Department of General Services to conduct its operations of repairing and maintaining City vehicles (the "Property"); and

WHEREAS, Pursuant to the Purchase Agreement the City has paid "base rent" from February 1, 1989 to January 30, 1990 in the amount of \$170,858 per month; and

WHEREAS, Under the Purchase Agreement the rent increases thereafter in annual increments of 4%, 26%, 5% and 5% and the initial cost of building out the structure to meet the specific requirements of the City of \$5 Million was paid by the owner and is being amortized over the lease term in monthly payments as additional rent in the amount of \$74,433 per month; and

WHEREAS, The Purchase Agreement requires the City to purchase the Property no later than February 1, 1991 (the "Scheduled Closing") for a purchase price of \$13,700,000, plus the unamortized portion of the initial costs of the build-out; and

WHEREAS, The Purchase Agreement permits the City to close prior to the Scheduled Closing and receive a discount from the purchase price for each month prior to the Scheduled Closing that a closing occurs; and

WHEREAS, It is necessary to make final alterations and installations of equipment on the Property in an estimated amount of \$5 Million in order to complete a facility capable of properly maintaining and repairing the City's vehicles for a total project cost of approximately \$23.5 Million; and

WHEREAS, It is in the best interests of the City to acquire the Property promptly and to finance the cost of acquiring and equipping the Property in a financially prudent manner; and

WHEREAS, Ross, Harris and Cole ("the Lender"), an Illinois partnership is prepared to finance the acquisition and improvement of the Property by the City pursuant to terms which are economically favorable to the City; and

WHEREAS, The City is a body politic and corporate under laws of the State of Illinois and a home rule unit of government under Article VII of the Illinois Constitution of 1970; and

WHEREAS, The City has determined that it is advisable and necessary at this time to borrow an amount necessary for the purposes of acquiring the Property and completing final installations thereon and expenses related thereto and such borrowing is for a proper public purpose and in the public interest, and the City, by virtue of its constitutional home rule powers and the laws applicable thereto has the power to enter into a loan agreement and mortgage as provided hereinafter; now, therefore,

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

SECTION 1. The City Council, after a public meeting heretofore held on this ordinance by the Committee on Finance of the City Council, and in accordance with the findings and recommendations of such committee, hereby finds that all of the recitals contained in the preambles to this ordinance are true and correct and hereby incorporates them into this ordinance by this reference.

SECTION 2. The City shall borrow from the Lender a sum not to exceed \$23.5 Million (the "Loan") for the purpose of acquiring and equipping the Property and expenses related thereto. The Loan shall bear interest in a amount not to exceed 9.25% and shall be for a term not to exceed twenty (20) years. For purposes of this acquisition only, the Lender may act as the nominee of the City.

SECTION 3. The Loan shall be secured solely by the Property and shall not be secured by the full faith and credit of the City.

SECTION 4. Any and all costs of insuring the Property shall be the sole responsibility of the Lender and may be deducted from the Loan.

SECTION 5. The Mayor is authorized to execute and the City Clerk to attest to a loan agreement and mortgage and other related documents necessary to effectuate the provision of this ordinance, subject to the approval of the Corporation Counsel and the Comptroller.

SECTION 6. This ordinance shall take effect immediately upon its passage.

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

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 1 of the Municipal Code of Chicago authorizing an increase in fines for an ordinance violation and also authorizing public service as an alternative penalty, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, 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. Sections 1-13 and 1-14 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

1-13. Whenever in any section of this code the doing of any act or omission to do any act or duty is declared to be a [breach] *violation* thereof, and there shall be no fine or penalty declared for such [breach] *violation*, any person who shall be convicted of any such [breach] *violation* shall be fined not less than [three dollars] \$25 nor more than [one hundred dollars] \$500 for each such [breach] *violation*.

Notwithstanding any other provision of this code to the contrary, a penalty imposed for the violation of any provision of this code may include or consist of a requirement that the defendant perform reasonable public service. Such public service may include, but shall not be limited to, the removal of litter on public property or the maintenance of public facilities.

1-14. Whenever in this code a minimum but no maximum fine or penalty is imposed, the court may in its discretion fine the offender any sum of money exceeding the minimum fine or penalty so fixed, but not exceeding the sum of [two hundred dollars] \$500.

SECTION 2. This ordinance shall take effect 60 days after its passage and publication.

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

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement agreement in the following matter: *Martinez v. City of Chicago*, 84 L 6277, in the amount of \$350,000.00, 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. Messrs. Harris and Cole ("the Leader" an ally of partner in the committee) were the only ones who voted against the recommendation and improvement of the Property of the City. (Chicago City Council Record, April 6, 1990, p. 13722)

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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, 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: *Martinez v. City of Chicago*, 84 L 6277, in the amount of \$350,000.00.

EXECUTION OF AGREEMENTS WITH CHICAGO TRANSIT AUTHORITY,
KELLER GRADUATE SCHOOL OF MANAGEMENT, INCORPORATED
AND CHICAGO BOARD OF EDUCATION TO EXTEND 1989
AGREEMENTS WHICH PROVIDED REMOTE
PARKING SYSTEM FOR NIGHT
BASEBALL GAMES AT
WRIGLEY FIELD.

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of agreements to continue the Wrigley Field Remote Parking System for night baseball games, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr, 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 February 25, 1988, the City Council passed an ordinance authorizing a limited number of night baseball games at Wrigley Field during each baseball season through and including the year 2002; and

WHEREAS, On March 23, 1989, the City Council passed an ordinance authorizing the Commissioner of the Department of Public Works to execute separate agreements with the Chicago Transit Authority, DeVry Institute of Technology and the Board of Education of the City of Chicago ("the 1989 Agreements") in order to create a system of remote parking lots and express bus service ("Remote Parking System") for night and weekend baseball games at Wrigley Field; and

WHEREAS, The operation of the Remote Parking System for night games played during the past two baseball seasons was highly successful in reducing the deleterious effects of night baseball on the neighborhoods surrounding Wrigley Field; and

WHEREAS, The success of the Remote Parking System warrants the extension of the 1989 Agreements for night baseball games at Wrigley Field during the 1990 and subsequent baseball seasons; now, therefore,

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

SECTION 1. The Commissioner of the Department of Public Works is hereby authorized to execute separate agreements with the Chicago Transit Authority, Keller Graduate School of Management, Incorporated, doing business as DeVry Institute of Technology, and the Board of Education of the City of Chicago to extend the 1989 Agreements for night baseball games played at Wrigley Field during the 1990 baseball season. Such agreements shall be in substantially the form of Exhibits 1, 2 and 3, attached hereto and incorporated herein.

SECTION 2. The Commissioner of the Department of Public Works is hereby authorized to execute further agreements to extend the 1989 Agreements for night baseball games during the 1991, 1992, 1993, 1994 and 1995 seasons on terms substantially identical to those set forth in Exhibits 1, 2 and 3 of this ordinance.

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

Exhibits 1, 2 and 3 attached to this ordinance read as follows:

Exhibit 1.

1990 Extension Agreement

For Wrigley Field Express Subsidy.

This Agreement is made this ____ day of _____, 1990, by and between the Chicago Transit Authority ("C.T.A."), an Illinois municipal corporation, and the City of Chicago ("City"), an Illinois home rule municipal corporation.

Whereas, During the 1988 and 1989 baseball seasons, the C.T.A. has operated bus Route No. 152A, the "Wrigley Field Express", to provide express bus service between the City's Remote Parking Facilities, located near West Addison Street and North Western Avenue, and Wrigley Field for each holiday and weekend day baseball game and each night baseball game at Wrigley Field; and

Whereas, Pursuant to an agreement between the City and the C.T.A. entitled "Wrigley Field Express Subsidy Agreement" ("Agreement"), a copy of which is attached and incorporated, the City provided a subsidy to the C.T.A. in exchange for the C.T.A.'s

operation of the Wrigley Field Express, thereby making such operation financially feasible for the C.T.A.; and

Whereas, The C.T.A. and the City each desire to extend the Agreement for the 1990 baseball season, but with certain alterations and additions agreeable to both;

Now, Therefore, In consideration of the mutual promises and obligations contained in the Agreement, as amended by this 1990 Extension Agreement, the C.T.A. and the City agree as follows:

Section 1.

The Agreement shall be extended and continued for the 1990 baseball season, as amended by this Extension Agreement.

Section 2.

Section 1 of the Agreement shall be amended to read as follows:

"Section 1. Service.

During the 1990 baseball season, the C.T.A. shall provide bus service on Route No. 152A, the Wrigley Field Express, for each regular season, exhibition, playoff, league championship series, World Series or All-Star ball game played at Wrigley Field by the Chicago National League Ball Club, Inc. ("Cubs") or another major league baseball team, including All-Star teams, with a scheduled starting time of later than 3:35 P.M. ("Cubs game"). Bus service shall commence at least two hours before game time and continue without interruption until at least one hour after completion or suspension of the Cubs game.

The C.T.A. shall not substantially alter the route or increase or reduce the number of stops on or along the Wrigley Field Express route without written notice to the Bureau of Traffic Engineering and Operations of the City, such notice to be served not less than 30 days prior to such alteration."

Section 3. Section 4 of the Agreement shall be amended to read as follows:

"Section 4. Subsidy.

For each bus put into service on the Wrigley Field Express route under the terms of

this Agreement, the City shall pay the C.T.A. \$28.93 per bus (standard and articulated) per hour plus \$1.58 per vehicle mile.

Subsidy charges for each bus shall begin to accrue when the bus leaves its assigned garage or other assigned route for service along the Wrigley Field Express route, and shall cease to accrue immediately upon return of the bus to the garage or reassignment to another route.

The City shall pay the subsidy to the C.T.A. upon receipt by the City's Bureau of Traffic Engineering and Operations of a quarterly statement by C.T.A. indicating by date of service the number of standard buses and the number of articulated buses providing service on the Wrigley Field Express route, the times during which each bus provided service, the number of passengers bearing tickets issued by the City who were carried by each bus before and after each Cubs game, and the number of miles travelled by each bus providing service on the Wrigley Field Express route.

After each Cubs game, the C.T.A. shall make reasonable efforts to total the subsidy charges accrued for all Cubs games of the season to that date. On the first business day, or as soon thereafter as is reasonably practicable after (a) the All-Star game and (b) the day that the accrued subsidy charges surpass \$50,000.00, the C.T.A. shall notify the City in writing of the number of games for which service has been provided and the amount of subsidy paid or to be paid for such games.

The C.T.A. agrees that it shall not be entitled to set off any amount of unpaid subsidy against any debt or payment owned to the City, but instead the C.T.A. shall look for payment only under this Agreement."

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Commissioner of the Department of Public Works, and the C.T.A. has caused this Agreement to be duly executed in its name and behalf by its Chairman and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

Wrigley Field Express Subsidy Agreement attached to this 1990 Extension Agreement for Wrigley Field Express Subsidy reads as follows:

Wrigley Field Express Subsidy Agreement.

This Agreement is made this 28th day of August, 1989 by and between the Chicago Transit Authority ("C.T.A."), an Illinois municipal corporation and the City of Chicago ("City"), an Illinois municipal corporation.

Whereas, The City, pursuant to its Home Rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning

Implementation of Night Baseball at Wrigley Field and Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, The Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors who surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to parking of cars during baseball games at Wrigley Field; and

Whereas, The Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, The Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, The City and the C.T.A. have determined that the initiation of an express route by the C.T.A. is best suited to provide bus service which would include service to the Remote Parking System; and

Whereas, On July 6, 1988, the C.T.A. Board passed Ordinance No. 88-108 establishing bus Route No. 152A, the "Wrigley Field Express"; and

Whereas, The C.T.A. would not be able to provide service along the Wrigley Field Express route without the payment of a subsidy such as that required by this Agreement; and

Whereas, The City and C.T.A. agree that it is in their mutual best interests to arrange for persons taking advantage of the City's Remote Parking System to have convenient and guaranteed access to the newly established Wrigley Field Express route;

Now, Therefore, In consideration of the premises and the mutual obligations contained in this Agreement, the C.T.A. and the City agree as follows:

Section 1. Service.

During the 1989 baseball season, for each game played on a weekday evening (Monday through Friday with a scheduled starting time later than 3:35 P.M.), at any time on the Memorial Day, Independence Day or Labor Day holidays, or a Saturday or Sunday, starting two hours before game time and ending one hour after the completion or suspension of a regular season, exhibition, playoff, league championship series, World Series or All-Star ball game played by the Chicago National League Ball Club, Incorporated ("Cubs") or another major league baseball team, at Wrigley Field, the C.T.A. shall provide bus service on Route No. 152A, the Wrigley Field Express.

The C.T.A. shall not substantially alter the route or increase or reduce the number of stops on or along the Wrigley Field Express route without written notice to the Bureau of Traffic Engineering and Operations of the City, such notice to be served not less than 30 days prior to such alteration.

Section 2. Tickets.

On the Wrigley Field Express route, the C.T.A. shall accept, in lieu of a fare, pass, token or transfer, tickets issued by the City for passage between either the Western Avenue-Roscoe Street stop or the 3400 North Rockwell Avenue stop, and the Clark-Addison stop. Prior to the commencement of service pursuant to this Agreement, the City shall forward to the C.T.A. facsimiles of the tickets to be issued by the City.

The C.T.A. and the City both acknowledge that passage on Route No. 152A is to be made available to all persons who pay the ordinary C.T.A. fare or present a valid C.T.A. pass or transfer, and that passage shall not be limited to persons bearing the tickets issued by the City.

Section 3. Buses And Personnel.

C.T.A. shall provide sufficient buses and personnel to provide passage in a timely manner pursuant to the C.T.A.'s normal and customary policies and procedures to all persons holding tickets issued by the City. The C.T.A. acknowledges that the persons holding tickets issued by the City will be attending the Cubs game. Accordingly, the C.T.A. shall provide a sufficient number of buses and personnel to assure that such persons arrive by game time or as soon thereafter as possible, and depart Wrigley Field immediately following the Cubs game or as soon thereafter as possible. In assigning and providing buses as required in this section, the C.T.A. shall take reasonable action to minimize the subsidy paid by the City pursuant to Section 4 of this Agreement.

Section 4. Subsidy.

The City shall pay the C.T.A. the following subsidy for each bus put into service on the Wrigley Field Express route:

\$405.67 for requested service per day for field supervision and directly related administration,

-plus-

-plus-

Per Standard Bus

Per Articulated Bus

\$22.49 per bus per hour

\$22.49 per bus per hour

-plus-

-plus-

\$.58 per vehicle mile

\$.70 per vehicle mile

Subsidy charges shall begin to accrue for each bus when it leaves its assigned garage or other assigned route for service along the Wrigley Field Express route, and shall cease to accrue immediately upon its return to the garage or reassignment to another route.

The City shall pay the subsidy to the C.T.A. upon receipt by the City's Bureau of Traffic Engineering and Operations of a quarterly statement by C.T.A. indicating by date of service the number of standard buses and the number of articulated buses providing service on the Wrigley Field Express route, the times during which each bus provided service, the number of passengers bearing tickets issued by the City who were carried by each bus before and after each Cubs game, and the number of miles travelled by each bus providing service on the Wrigley Field Express Route.

The C.T.A. agrees that it shall not be entitled to set off any amount of unpaid subsidy against any debt or payment owed to the City, but instead the C.T.A. shall look for payment only under this Agreement.

Section 5. No Amendments, Assignments Or Independent Contractors.

The C.T.A. and the City agree that this Agreement shall not be amended, modified or assigned in any way nor shall any independent contractor be used to perform the obligations of this Agreement, except by the express written consent of both the C.T.A. and the City.

Section 6. Notice.

Any notice, demand or request given or required to be given pursuant to this Agreement shall be in writing and shall be delivered by hand or by regular mail to the C.T.A., Attention: Superintendent, Service Planning, Room 100, Merchandise Mart Plaza or P.O. Box 3555, Chicago, Illinois 60654, or to the City at the Bureau of Traffic Engineering and Operations, 320 North Clark Street, Room 402, Chicago, Illinois 60610. Either party may change such address pursuant to written notice delivered at least 14 days prior to the effective date of such change.

Section 7. Indemnification. [Faint text, possibly describing indemnification for the City of Chicago related to the C.T.A. and neighborhood activities.]

To the extent permitted by law, the C.T.A. agrees to indemnify the City, its agents and employees, and hold them harmless from and against all claims, demands, losses, causes of action, damages, liability, costs and expenses (including court costs and reasonable attorney fees) arising from or in connection with the C.T.A.'s performance of or failure to perform its obligations under this Agreement.

Section 8. Severability.

If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 9. Miscellaneous.

This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Acting Commissioner of the Department of Public Works, and the C.T.A. has caused this Agreement to be duly executed in its name and behalf by its Chairman and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

Exhibit 2.

1990 Extension Of DeVry Tech. Parking Agreement.

This Extension Agreement made this ____ day of _____, 1990, by and between the Keller Graduate School of Management, Incorporated, a Delaware corporation, doing business as DeVry Institute of Technology ("DeVry"), and the City of Chicago ("City"), an Illinois home rule municipal corporation.

Whereas, The DeVry Tech. Parking Agreement ("Agreement"), executed by DeVry and the City on April 4, 1989, a copy of which is attached and incorporated as Exhibit A, provided for the City's use of the parking lots at 3300 North Campbell Avenue, Chicago, Illinois, for the Remote Parking System during night, weekend and holiday baseball games at Wrigley Field; and

Whereas, The success of the Remote Parking System during 1988 and 1989 warrants the extension of the Agreement for night baseball games during the 1990 season;

Now, Therefore, In consideration of the mutual promises and obligations contained in the Agreement, as extended and amended by this Extension Agreement, DeVry and the City agree as follows:

Section 1.

The Agreement shall be extended and continued for the 1990 baseball season, as amended by this Extension Agreement.

Section 2.

Section 2 of the Agreement is amended to read as follows:

"Section 2. Games Available.

The Parking Lots shall be made available to the City for the above stated purposes during the 1990 baseball season starting at least three hours prior to game time for each regular season, exhibition, All-Star, playoff, league championship series, or World Series baseball game played by the Chicago National League Ball Club, Incorporated ("Cubs") or by another major league baseball team, including an All-Star team, at Wrigley Field with a starting time of later than 3:35 P.M. ("Cubs game")."

In Witness Whereof, DeVry and the City have each caused this Extension Agreement to be duly executed in its name and on its behalf as of the day and year stated above.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this 1990 Extension of DeVry Tech. Parking Agreement reads as follows:

Exhibit "A".

DeVry Tech. Parking Agreement.

This Agreement is made this 4th day of April, 1989, by and between the Keller Graduate School of Management, Inc., a Delaware corporation, doing business as DeVry Institute of Technology ("DeVry"), and the City of Chicago ("the City"), an Illinois municipal corporation.

Whereas, The City, pursuant to its home rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning Implementation of Night Baseball at Wrigley Field and Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, The Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors which surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to the parking of cars during baseball games at Wrigley Field; and

Whereas, The Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, The Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots and shuttle bus service to and from Wrigley Field (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, The Commissioner of Planning has identified parking lots owned by DeVry on its premises at 3300 North Campbell Avenue as advantageous and desirable for the remote parking; and

Whereas, DeVry has determined that the use of its parking lots for the Remote Parking System at times of minimal use by DeVry faculty, students and staff will provide DeVry with, in addition to the payments required in this Agreement, valuable public exposure and benefits of security;

Now, Therefore, In consideration of the premises and mutual obligations contained in this Agreement, DeVry and the City agree as follows:

Section 1. Parking Lot.

DeVry will make available to the City, at the times designated below, for use and operation by the City as parking facilities for its Remote Parking System the following parking lots located on DeVry's premises at 3300 North Campbell Avenue, Chicago, Illinois: the parking lot located north of the north entrance drive to DeVry's premises from North Rockwell Avenue ("Parking Lot C"), the parking lot located north of the entrance drive to DeVry's premises from North Campbell Avenue ("Parking Lot B") and that portion of the parking lot which is located between the north and south entrance drives to DeVry's premises from North Rockwell Avenue ("Parking Lot A") which is not needed for DeVry's use at such times. Parking Lots A, B and C (the "Parking Lots") are shown on (Sub)Exhibit A which is attached hereto and incorporated herein.

Section 2. Games Available.

The Parking Lots shall be made available to the City for the above stated purposes during the 1989 baseball season starting at least three and one-half (3- 1/2) hours prior to the game time of a game played by the Chicago National League Ball Club, Incorporated ("Cubs"), or by another major league baseball team at Wrigley Field ("Cubs game") for each Cubs game played on a weekday evening (Monday through Friday with a scheduled starting time later than 3:35 P.M.) or played at any time on either the Memorial Day, Independence Day or Labor Day holiday or on a Saturday or Sunday, including All-Star, playoff, league championship series, World Series and exhibition games.

Section 3. Use Of Parking Lots.

For each weekday evening Cubs game designated in Section 2, DeVry shall guarantee that 500 parking spaces are available for the City's use. For each other game designated in Section 2 above, DeVry shall guarantee that 800 parking spaces are available. The City shall first direct drivers using Remote Parking System to park in Parking Lot C, and when it is filled, then in Parking Lot B. When Parking Lots B and C are filled, then the City may direct those drivers to park in those portions of Parking Lot A not being used by persons with business at DeVry.

Subject to the guarantees above, persons with business at DeVry may park without charge in Parking Lot A. The City shall direct traffic such that persons with business at DeVry shall park in a designated portion of Parking Lot A closest to DeVry's classroom and administration building. Persons with business at DeVry will be instructed to use the southern entrance and exit drive from North Rockwell Avenue. Persons using the Parking Lots for the City's Remote Parking System shall be restricted to using the northern entrance and exit drive from North Rockwell Avenue and the entrance and exit drive from North Campbell Avenue. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lots in order to effect these restrictions.

Notwithstanding the foregoing, the City shall not obstruct or disturb any car, or the owner of any vehicle, which is already parked in any Parking Lots three and one-half (3-1/2) hours prior to game time.

Section 4. Operation Of Parking Lot.

(a) Supervision -- From three (3) hours prior to each Cubs game designated in Section 2 until one hour after the completion or suspension of each such game, the City will supervise the Parking Lot and will direct traffic both inside and immediately outside the Parking Lot. At such times, the City may provide the necessary equipment and personnel to effect the safe and orderly parking of vehicles and movement of traffic.

(b) Buses -- DeVry will permit Chicago Transit Authority buses to enter and exit the Parking Lots through the North Campbell Avenue entrance drive and the north entrance drive from North Rockwell Avenue in order to pick up and deliver persons parking in the Parking Lots.

(c) Portable Toilets -- Prior to the first day on which the Parking Lots are to be made available, the City will deliver 6 portable toilets to the Parking Lots, locating them so that they will not interfere with DeVry's use of the Parking Lots. The City will clean and maintain the portable toilets. The toilets shall remain on location until the last Cubs game for which the Parking Lots will be made available. Within 7 days of the last such Cubs game, the City will remove the portable toilets.

(d) Lights -- DeVry shall illuminate the Parking Lots and keep them illuminated, using existing lighting, from dusk until at least two hours after the completion or suspension of the Cubs game. DeVry shall provide this lighting at no cost to the City.

(e) Sweeping -- The City will remove all debris, bottles and trash from the Parking Lots after each designated Cubs game and will complete the cleaning by 8:00 A.M. of the day following each weekday evening Cubs game and by 8:00 A.M. of the first workday following each holiday, Saturday or Sunday Cubs game.

Section 5. Fees.

The City shall pay DeVry \$.50 for each vehicle parking in the Parking Lots pursuant to this Agreement. The City shall also provide DeVry with a statement showing the number of vehicles parked for each Cubs game for which the Parking Lots are used. The payment and statement shall be submitted to DeVry on a monthly basis.

Section 6. Indemnification.

The City agrees to indemnify and hold harmless DeVry from and against all claims,

demands, losses, or causes of action resulting from or arising from the City's use of the Parking Lots for its Remote Parking System. The City and DeVry acknowledge that the City is self-insured.

Section 7. Agents And Employees.

DeVry and the City agree that wherever in this Agreement reference is made to either DeVry or the City, such reference shall include the agents, subagents, employees, representatives and independent contractors of such party.

Section 8. Severability.

If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 9. Miscellaneous.

This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

Section 10. Authority.

DeVry warrants and represents that it is duly organized and validly existing under the laws of the State of Delaware, with full power and authority to do business in the State of Illinois and to enter into this Agreement; that it owns Parking Lots A, B and C subject only to mortgage and various security interests and not subject to any lease, and that the person(s) signing this Agreement have the authority to do so.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Acting Commissioner of Public Works, and DeVry has signed and attested the same on or as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit "A" attached to this Agreement printed
on page 13736 of this Journal.]

Exhibit 3.

1990 Extension Of Lane Tech. Parking Agreement.

This Extension Agreement made this ____ day of _____, 1990, by and between the Board of Education of the City of Chicago ("Board"), a body politic and corporate, and the City of Chicago ("City"), an Illinois home rule municipal corporation.

Whereas, The Lane Tech. Parking Agreement ("Agreement"), executed by the Board and the City on July 5, 1989, a copy of which is attached and incorporated as Exhibit A, provided for the City's use of the parking lot at Lane Technical High School, 2501 West Addison Street, Chicago, Illinois, for the Remote Parking System during night, weekend and holiday baseball games at Wrigley Field; and

Whereas, The success of the Remote Parking System during 1988 and 1989 warrants the extension of the Agreement for night baseball games during the 1990 season;

Now, Therefore, In consideration of the mutual promises and obligations contained in the Agreement, as extended and amended by this Extension Agreement, the Board and the City agree as follows:

Section 1.

The Agreement shall be extended and continued for the 1990 baseball season, as amended by this Extension Agreement.

Section 2.

Section 2 of the Agreement is amended to read as follows:

"Section 2. Games Available.

The Parking Lot shall be made available to the City for the above stated purposes during the 1990 baseball season starting at least three hours prior to game time for each regular season, exhibition, All-Star, playoff, league championship series, or World Series baseball game played by the Chicago National League Ball Club, Incorporated ("Cubs") or by another major league baseball team, including an All-Star team, at Wrigley Field with a starting time of later than 3:35 P.M. ("Cubs game")."

Section 3.

Section 3 of the Agreement is hereby amended to delete the second paragraph thereof and to substitute in its place the following:

"Notwithstanding the guarantee above, the Board may reserve all or a portion of the Parking Lot which it deems necessary for its purposes, by written notice to the Bureau of Parking of the City. To reserve more than one half of the total parking spaces in the Parking Lot, the Board shall provide written notice of not less than four (4) business days prior to such Cubs game. To reserve a portion of the Parking Lot, consisting of not more than one half of the total parking spaces, the Board shall provide written notice of not less than forty-eight (48) hours prior to such Cubs game. In the event that the Board reserves any portion of the Parking Lot, the City shall assure that only persons with business at Lane Tech. shall park in such reserved portion of the Parking Lot. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lot in order to effect these restrictions."

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Commissioner of Public Works and the Board has caused this Agreement to be duly executed in its name and behalf by its President and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

Exhibit "A" attached to this 1990 Extension of Lane Tech. Parking Agreement reads as follows:

Exhibit "A".

Lane Tech. Parking Agreement.

This Agreement is made this 5th day of July, 1989, by and between the Board of Education of the City of Chicago (the "Board"), a body politic and corporate, and the City of Chicago ("the City"), an Illinois municipal corporation.

Whereas, The City, pursuant to its home rule powers, passed an ordinance on February 25, 1988, entitled "Municipal Code Chapter 104.1, Section 104.1-14.1 Amended Concerning

Implementation Of Night Baseball At Wrigley Field And Associated Neighborhood Protective Measures" (the "Ordinance") authorizing, among other things, a limited number of night baseball games at Wrigley Field; and

Whereas, The Ordinance requires that in order to ensure that the interests and concerns of the residential neighbors which surround Wrigley Field are adequately protected, the City must develop and implement a neighborhood protection and improvement plan including a component relating to the parking of cars during baseball games at Wrigley Field; and

Whereas, The Lake View/Uptown Neighborhood Protection and Improvement Plan (the "Plan") was promulgated on June 1, 1988, in compliance with the mandate of the Ordinance; and

Whereas, The Commissioner of Planning has proposed, as a component of the Plan, a system of using remote parking lots and shuttle bus service to and from Wrigley Field (the "Remote Parking System") in order to enhance the availability of parking and alleviate traffic and congestion in the neighborhood surrounding Wrigley Field; and

Whereas, The Commissioner of Planning has identified a parking lot owned by the Board on the premises of Lane Technical High School ("Lane Tech."), 2501 West Addison Street, Chicago, Illinois 60618, as advantageous and desirable for the Remote Parking System; and

Whereas, The Board has, by resolution, determined that the use of its parking lot for the Remote Parking System at times of minimal use by faculty, students and staff will provide valuable financial assistance and not interfere with the proper use of such parking lot;

Now, Therefore, In consideration of the premises and mutual obligations contained in this Agreement, the Board and the City agree as follows:

Section 1. Parking Lot.

The Board will make available to the City, at the times designated below, for use and operation by the City as parking facilities for its Remote Parking System the parking lot located on the premises of Lane Tech (the "Parking Lot").

Section 2. Games Available.

The Parking Lot shall be made available to the City for the above stated purposes during the 1989 baseball season starting at least three hours prior to the game time of a game played by the Chicago National League Ball Club, Inc. ("Cubs"), or by another major league baseball team, at Wrigley Field ("Cubs game") for each Cubs game played on a weekday evening (Monday through Friday with a scheduled starting time later than 3:35 P.M.) or played at any time on either the Memorial Day, Independence Day or Labor Day

holiday or on a Saturday or Sunday, including All-Star, playoff; league championship series, World Series and exhibition games.

Section 3. Use Of Parking Lot.

For the games designated in Section 2 above, the Board shall guarantee that 450 parking spaces are available.

Notwithstanding the guarantee above, the Board may reserve all or a portion of the Parking Lot which it deems necessary for its purposes, by written notice to the Bureau of Parking of the City at least 48 hours prior to any designated Cubs game. In the event that the Board reserves any portion of the Parking Lot, the City shall assure that only persons with business at Lane Tech shall park in such reserved portion of the Parking Lot. The City shall post temporary signs and markers, locate traffic control devices and personnel, and monitor the Parking Lot in order to effect these restrictions.

Notwithstanding the foregoing, the City shall not obstruct or disturb any vehicle, or the owner of any vehicle, which is already parked in the Parking Lot three hours prior to game time, or which arrives at the Parking Lot for business or purposes relating to Lane Tech or the Board.

Section 4. Operation Of Parking Lot.

(a) Supervision. From three (3) hours prior to each Cubs game designated in Section 2 until one hour after the completion or suspension of each such game, the City will supervise the Parking Lot and will direct traffic both inside and immediately outside the Parking Lot. At such times, the City may provide the necessary equipment and personnel to effect the safe and orderly parking of vehicles and movement of traffic.

(b) Maintenance. The City agrees that it shall be responsible for and shall promptly repair all damage to the Parking Lot or the building or premises at Lane Tech caused by the City or by persons using the Parking Lot pursuant to this Agreement except for ordinary wear. On the day following each weekday evening Cubs game and on the Monday following each Saturday or Sunday Cubs game, the City shall remove all debris, bottles and trash from the Parking Lot. Following the last Cubs game designated in Section 2, the City shall return the Parking Lot to its former condition to the extent altered or damaged by the City or by persons using the Parking Lot pursuant to this Agreement.

Section 5. Fees.

The City shall, on a monthly basis, notify the Board of the number of vehicles parked for each Cubs game for which the Parking Lot is used, and shall pay the Board \$1.00 for each vehicle parking in the Parking Lot pursuant to this Agreement.

Section 6. Indemnification.

The City agrees to indemnify and hold harmless the Board from and against all claims, demands, losses, causes of action, judgments, decrees, orders and similar costs, including court costs and reasonable attorneys fees, resulting from or arising from the City's use of the Parking Lot for its Remote Parking System.

Section 7. Agents And Employees.

The Board and the City agree that wherever in this Agreement reference is made to either the Board or the City, such reference shall include the agents, employees, representatives and independent contractors of such party.

Section 8. Severability.

If any provision or any portion of any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision or portion shall be deemed severable and the remaining provisions and portions shall remain in full force and effect.

Section 9. Miscellaneous.

This Agreement constitutes the entire agreement between the parties, and it replaces and supersedes any prior agreement of the parties with respect to its subject matter. This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf by its Acting Commissioner of Public Works and the Board has caused this Agreement to be duly executed in its name and behalf by its President and its seal to be hereunto affixed and attested by its Secretary.

[Signature forms omitted for printing purposes.]

EXECUTION OF GRANT AGREEMENT WITH ILLINOIS DEPARTMENT
OF ENERGY AND NATURAL RESOURCES FOR
DEVELOPMENT OF CITYWIDE LANDSCAPE
WASTE RECYCLING PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the application to the Illinois Department of Energy and Natural Resources for a grant for a citywide landscape waste recycling program, in the amount of \$530,000, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Department of Energy and Natural Resources has made available a grant in the amount of \$530,000 to the City of Chicago's Department of Streets and Sanitation for development of a citywide landscape waste recycling program; and

WHEREAS, It would be in the public interest of the citizens of the City of Chicago to obtain those funds made available through the Illinois Department of Energy and Natural Resources and to provide local matching funds to the Department of Streets and Sanitation; now, therefore,

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

SECTION 1. The Mayor is authorized to accept and execute, the City Clerk to attest to and the Commissioner of the Department of Streets and Sanitation to approve, upon review of the Corporation Counsel as to form and legality, a grant agreement with the State of Illinois providing for funds under the Landscape Waste Diversion Project grant program, said grant agreement to be substantially in the form attached hereto as Exhibit A.

SECTION 2. The Mayor and the Commissioner of the Department of Streets and Sanitation are each further authorized to enter into and execute, upon review of the Corporation Counsel as to form and legality, all other documents, instruments as may be necessary and proper to implement the terms and conditions of said grant agreement.

SECTION 3. The City of Chicago shall commit \$7,930,000 in local matching funds to be used in conjunction with the grant award in the amount of \$530,000 to implement the citywide landscape waste recycling program administered through the Department of Streets and Sanitation.

SECTION 4. 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".

E.N.R. Grant Number SWG 106

Grant Agreement.

State Of Illinois

Department Of Energy And Natural Resources.

This Grant Agreement ("Grant") is entered into at Springfield, Illinois, by and between the Department of Energy and Natural Resources ("Department") and City of Chicago, Department of Streets and Sanitation ("Grantee") whose principal office is 121 North LaSalle Street, Room 700, Chicago, Illinois 60602.

The Department and Grantee (together referred to as "Parties") agree as follows:

Section 1. Purpose.

The purpose of this Grant Agreement is to partially execute, through the Grantee, certain performance obligations of the State which have been created by Public Act 84-1319. This Act is intended to provide funding and technical assistance to local governments, business, and not-for-profit organizations to deal with solid waste disposal problems. This Grant is funded from the Solid Waste Management Fund and is for recycling and resource recovery programs. This Grant is subject to the terms and conditions of the "Illinois Grant Funds Recovery Act", P.A. 83-640.

Section 2. Scope And Description Of Service.

The Grantee shall perform various technical and professional services and shall further prepare and provide to the Department the work products that are more fully set forth in the Statement of Work, which is attached hereto as (Sub)Exhibit A.

Section 3. Grant Term.

The Grantee shall complete the Project during the period commencing on date of execution and ending on December 31, 1990. The Grantee shall use its best efforts and due diligence to complete the Project within the period of this Grant Agreement. Pursuant to Section 4(d) of the Illinois Grant Funds Recovery Act (Public Act 83-640), all funds remaining unexpended at the end of the term of this Grant Agreement shall be returned to the Department within 45 days of the expiration date.

Section 4. Payment.

- A. The amount of this Grant is \$530,000.00. The transfer of funds from the Department to the Grantee shall be made pursuant to Grantee's written request. Grantee may submit a written request for the release of \$350,000.00 upon receipt of a fully executed Grant Agreement. Payments of a negotiated amount shall be issued by the Department during the term of the Project upon written request by the Grantee. Such requests shall be submitted with a current Project expenditure report. Requests for payment will not be approved unless all applicable reports have been submitted by the Grantee. Such payments shall be made no more frequently than on a monthly basis.

Ten (10) percent of the total Grant amount shall be retained by the Department until the Project is completed and the final report is delivered and accepted by the Department. Project status will be determined by periodic inspection of the Project by the Department. Upon confirmation that all agreed to services and work products have been performed and delivered by Grantee, the Department shall notify the Grantee in writing that the Project is approved for completion, and the ten (10) percent retainage amount will be released to the Grantee.

- B. In no event shall the Department be required to pay any amount for expenses or labor not specified in the Project Budget. The Grantee hereby warrants that it can and will complete the Project in accordance with the Project Budget. Grantee shall submit to the Department Project Manager expenditure reports of actual costs incurred. These reports shall be submitted quarterly.

Section 5. Interest On Grant Funds.

Pursuant to Section 10 of the Illinois Grant Funds Recovery Act (Public Act 83-640), all interest earned on Grant funds held by Grantee may be retained by the Grantee due to the cost of accounting for the interest and allocating the interest to the principal.

Section 6. Appropriations.

Obligations of the Department shall cease immediately without penalty or further payment being required if in any fiscal year, the Illinois General Assembly fails to appropriate, reappropriate or otherwise make available funds for this Grant Agreement. If the work to be performed extends beyond the State's current fiscal year, Grantee acknowledges that the obligations of the Department shall cease without penalty or further payment if the General Assembly fails to appropriate or otherwise make available funds for this Grant for any subsequent fiscal year covered by the Grant term. Provisions of Section 14 governing termination are applicable to this section.

Section 7. Access To Work Products.

The Parties shall have the mutual right to publish, distribute, use and assign for use by others, all such data, materials, reports and products of the Project without permission of or payment to the other party. Grantee shall acknowledge the Department's participation in any publication, displays, equipment and materials which result from this Project.

Section 8. Reports And Records.

Grantee shall submit expenditure reports and technical progress reports to the Department on a quarterly basis during the term of the Project, and upon ten days notice to Grantee, Grantee shall prepare and furnish such additional work progress reports as may be requested by Department. Grantee shall submit a final technical report to the Department upon completion of Project activity, which shall be submitted no later than the Grant ending date set forth in Section 3, Grant Term. Grantee shall make and maintain records of time actually spent and expenses incurred in performing the Project.

Section 9. Audit.

The State of Illinois (acting through the Department, the Auditor General or authorized designee) shall have the right to inspect, audit and obtain copies of the books, records and any other recorded information of Grantee relating to the Project or this Grant. All financial records, source supporting documents and all other records pertinent to this Grant shall be retained by the Grantee for a period of five (5) years following Project completion.

Section 10. Personnel.

All technical, clerical, and other personnel necessary for the effective execution of the Project shall be employed by Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing staff members and employees. Such personnel shall not be considered for any purpose to be agents or employees of the Department or the State of Illinois.

Section 11. Nondiscrimination And Equal Employment Opportunity.

Grantee certifies that it will observe and comply with all applicable state or federal laws, regulations and orders, pertaining to nondiscrimination and equal employment opportunity. Grantee further certifies that it will comply with the provisions of the Equal Employment Opportunity Clause set forth in Attachment I to this Grant.

Section 12. Certification.

Grantee shall make the certifications set forth on Attachment II as a condition of this Grant. Grantee's signature shall be held to be an attestation that the certifications made are true and correct.

Section 13. Materials, Equipment And Supplies.

- A. Grantee shall furnish the office or facilities necessary for performance of the Project, together with heat, light, power, water and other utilities. It will use for the Project such facilities as it may possess that are not in use for other purposes. Equipment, materials and supplies not available to the Grantee, required to perform the Project, may be purchased from and charged against the funds provided for the Project by the Department provided, however, that each such purchase at a cost greater than \$500.00 is specifically included in (Sub)Exhibit B or otherwise approved in writing by the Department.
- B. Grantee shall submit, upon request, a bill of sale or other document showing proof of purchase for all equipment purchased at a cost greater than \$500.00. Each item of equipment purchased under paragraph (A) of this section shall become the property of the Grantee, if utilized for the purposes authorized in this Grant Agreement. An inventory or property control record shall be maintained by the Grantee for all equipment purchased at a cost greater than \$100.00, purchased under this Grant Agreement. If Department terminates the Grant pursuant to Section 18.C, the Department shall have the option to recall the equipment purchased with Grant funds or demand a

cash return equivalent to the net salvage value of that equipment. Similarly, if the Grantee uses the equipment purchased with Grant funds for purposes other than those authorized in this Grant Agreement within three years from the date of execution of the Grant Agreement, the Department shall have the option of recalling that equipment or demanding a cash return equivalent to the net salvage value of that equipment. For the purposes of the Grant Agreement, net salvage value is defined as salvage value less any reasonable costs incurred by Grantee in accomplishing the sale. Tender of cash return to Department must be made by Grantee within six months of demand by Department.

Section 14. Subcontractor Disclosure.

Grantee shall not utilize the services of any subcontractor unless the subcontractor has been disclosed in (Sub)Exhibit B. Such disclosure shall include the name, address and the anticipated amount of payment for each subcontractor. If at any time during the term of this Grant, the Grantee determines that a need for the services of a subcontractor exists, Grantee shall so notify the Department in writing. If the Department concurs with the subcontractor selection, the Department shall initiate a grant amendment pursuant to this Grant.

Section 15. Assignment.

This Grant Agreement shall be binding upon, and inure to the benefit of, the respective successors, assigns, and personal representatives of the Department and Grantee; provided, however, that none of the promises, duties or obligations of this Grant Agreement may be assigned or delegated by the Grantee without the prior written consent of the Department, which document shall become an amendment to this Grant Agreement.

Section 16. Amendments.

This Grant Agreement and attached exhibits constitute the entire Grant between the Parties. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

Section 17. Waivers.

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

Section 18. Termination.

- A. Department may terminate this Grant Agreement at any time hereafter, with or without cause, by giving written notice to Grantee. Termination shall be effective upon receipt of such notice by Grantee.
- B. If Department terminates this Grant without cause, Grantee shall be entitled to retain such Grant funds as are necessary to honor unliquidated obligations under this Grant, provided, however, that after the effective date of termination, Grantee shall not incur new obligations and shall cancel as many outstanding obligations as possible. All funds which Grantee is not entitled to retain shall be returned to Department.
- C. If Department terminates this Grant for the reason that the Grantee has failed to perform the required services as described in Exhibit A, submit the required reports defined in Section 8, or committed any other material breach of the conditions of this Grant, Department shall notify Grantee in writing of the determination and the reasons for termination. Any payments made to Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the Parties.

Section 19. Governing Law.

This Grant Agreement shall be governed and construed only in accordance with the laws of the State of Illinois.

Section 20. Grant Document.

The following exhibits ("Grant Documents") are incorporated in, and made a part of this Grant:

- (Sub)Exhibit A -- Statement of Work, entitled "Collection Program for Landscape Wastes and Operation of Two Composting Facilities".
- (Sub)Exhibit B -- Project Budget.
- Attachment I -- Equal Employment Opportunity Clause.
- Attachment II -- Grantee's Certifications.

Section 21. Grant Project Management.

All necessary and ordinary communications, submittals, approvals, requests and notices related to Project work shall be issued or received by:

Gary Mielke
Office of Solid Waste and Renewable Resources
Department of Energy and Natural Resources
State of Illinois Center
100 West Randolph, Suite 11-600
Chicago, Illinois 60601
(312) 814-3471

However, any notification or approval relating to Section 14 (Subcontractor Disclosure), Section 16 (Amendments) and Section 18 (Termination) hereof, shall be executed by the Director of the Department or her authorized designee.

In Witness Whereof, The parties have executed this Grant Agreement this ____ day of _____, 1990.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit "B" to this Grant Agreement printed on pages 13756 through 13759 of this Journal.]

(Sub)Exhibit "A" and Attachments I and II to this Grant Agreement read as follows:

(Sub)Exhibit "A".

Statement Of Work.

*City Of Chicago.
(Department Of Streets And Sanitation)*

The Grantee will implement a landscape waste collection program for 1 -- 4 unit residences and develop and operate two composting facilities.

- A. The Grantee shall perform the following tasks in accordance with the terms of Agreement:
1. Secure sites for two compost facilities and obtain an I.E.P.A. permit for the operation of these facilities.
 2. Purchase eight chipping trucks and chippers, one windrow turner, and other equipment necessary for the collection, transportation, and processing of landscape wastes.
 3. Initiate a yard waste collection program for all areas served by the Department of Streets and Sanitation.
 4. Make all necessary site improvements and conduct the composting operations.
 5. Collect data on the monthly volume of material collected, by type of material, and the monthly average weekly set-out rates of yard waste material.
 6. Provide the Department with information regarding the management of windrow composting. Techniques such as optimum grass/leaves ratios, temperature variations, moisturization and aeration, management of incoming grass clippings at the compost site, product completion time and the amounts of finished product shall be discussed.
 7. Actively market the finished products.
 8. Develop and initiate an on-going education program informing the public of the program and its role in solid waste management.
 9. Every attempt should be made to purchase recycled products for use in all aspects of the program.
- B. The Grantee shall provide, in writing, quarterly expenditure and progress reports to the Department, and shall keep the Department informed about project activities, problems encountered, project management decisions, and proposed budget reallocations.
- C. The Grantee shall provide a final report upon project completion to the Department that will contain the following:
1. A brief chronology of program activities.
 2. Actual project expenditure, presented in the same format as the original proposed budget.

3. A summary of:
 - a. Monthly volumes of materials collected, by material type where possible, average set-out rates, and other data relevant to the operations of the collection system.
 - b. Volumes of material handled at each site, the amount of finished product produced, and any chemical analysis of the finished product.
 - c. End-uses and distribution methods for the finished compost.
 4. A review of the public education program, including distribution methods and an analysis of waste reduction efforts. Copies of all printed material developed shall be attached.
 5. An evaluation of equipment and management techniques used in the program.
 6. An analysis of program costs and revenues.
 7. A critique of the program's strengths and weaknesses.
- D. The Grantee shall appoint Douglas Zieseimer as the Project Manager to act as liaison to the Department.

Attachment I.

Equal Employment Opportunity.

In the event of the Grantee's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Grant may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Grant, the Grantee agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Grant or any portion thereof, it will determine the availability (in accordance with the Department's Rules) of minorities and women in the area(s), from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the Grant obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Grant, the Grantee will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for Grants

or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Attachment II.

Grantee Certifications.

Grantee hereby makes the following certifications:

- (a) In accordance with the Illinois Purchasing Act, Grantee certifies that it has not been convicted of bribery or attempted bribery of an officer or employee of the State of Illinois; nor has Grantee made an admission of guilt of such conduct which is a matter of record; nor has an official been so convicted nor made such admission; nor has an agent of Grantee been so convicted nor made such admission.
- (b) Grantee certifies that it is not in default on an educational loan as provided in Public Act 85-827.
- (c) Grantee certifies that it has not been barred from bidding on this Grant or from entering into this Grant as a result of a violation of Section 33E- 3 or 33E-4 of the Criminal Code of 1961.
- (d) Under penalties of perjury, Grantee certifies that I am doing business as (please check one of the following). _____ is my correct Federal Taxpayer Identification Number.

- | | |
|--------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Government Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization (IRC 501(a) [only]) |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Not-for-Profit Corporation | |
| <input type="checkbox"/> Medical and Health Care Services Provider Corporation | |

Signed Date

Instructions For (d).

The Internal Revenue Service requires the Department to provide the following instructions to Grantee for use in completing the certification.

Enter your Taxpayer Identification Number in the appropriate space. For individuals and sole proprietors, this is your Social Security Number. For other entities, it is your Employer Identification Number. Federal Employer Identification Numbers (F.E.I.N.s) must not be used for sole proprietorships.

If you do not have a T.I.N., apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals) from your local office of the Social Security Administration, or Form SS-4 Application for Employer Identification Number (for business and all other entities), from your local Internal Revenue Service office.

To complete the certification if you do not have a T.I.N., fill out the certification indicating that a T.I.N. has been applied for, sign and date the form, and return it to this agency. As soon as you receive your T.I.N., fill out another such form including your T.I.N., sign and date the form, and give it to this agency.

If you fail to furnish your correct T.I.N. to this agency, you are subject to an I.R.S. penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Willfully Falsifying Certifications Or Affirmations May Subject You To Criminal Penalties Including Fines And/Or Imprisonment.

EXECUTION OF GRANT APPLICATION FOR FUNDING UNDER
UNITED STATES DEPARTMENT OF AGRICULTURE
COOPERATIVE FORESTRY ASSISTANCE PROGRAM
AND ILLINOIS DIVISION OF FOREST
RESOURCES PRIVATE FORESTRY
PROGRAM FOR CITYWIDE
TREE PLANTING
PROJECT.

The Committee on Finance submitted the following report:

(Continued on page 13760)

Exhibit "B"
(page 1 of 4)

PROPOSAL BUDGET

SUMMARY OF BUDGET

Project Director: Douglas Ziesemer
 City of Chicago
 Organization: Department of Streets and Sanitation
 Address: 121 N. LaSalle Rm. 700
Chicago, IL 60602
 Phone: 744-4611

	Applicant's Contribution		Contributions From Other Sources		State Funding Requested
	Total Costs	Monetary	In-Kind	Monetary	
A. PERSONNEL SERVICES	\$ 5,887,000	\$ -	\$ 5,887,000	\$ -	\$ -
B. EQUIPMENT	843,000	363,000	-	-	480,000
C. TRAVEL	-	-	-	-	-
D. ALL OTHER DIRECT COSTS	1,200,000	1,150,000	-	-	150,000
E. SUBCONTRACTOR	-	-	-	-	-
F. INDIRECT COSTS	-	-	-	-	-
TOTAL	\$ 7,930,000	\$ 1,513,000	\$ 5,887,000	\$ -	\$ 530,000
Percent of Total	100%	19%	74%	-	7%

Exhibit "B"
(page 2 of 4)

PROPOSAL BUDGET

A. PERSONNEL SERVICES (List principles by name and any future employees by title. Include in salaries quoted any and all payments for insurance, retirement, social security, etc.)

	Hourly Rate	Hours Spent on Project	Total Cost	State Funding Requested
1. Supervision	\$ N A	N A	\$ 294,000	\$ 0
2. Labor	N A	N A	3,749,000	0
3. Drivers	N A	N A	1,765,000	0
4. Operators	21.80	3,625	79,000	0
5.				
6.				
SUBTOTAL		N A	\$ 5,887,000	\$ 0

B. EQUIPMENT (List all items of equipment to be purchased valued greater than \$50.)

	Total Costs	State Funding Requested
1. 8 Brush Chippers @ \$20,000	\$ 160,000	\$ 100,000
2. 8 Chipper Trucks @ \$40,000	320,000	200,000
3. 1 Windrow Processing Machine	180,000	180,000
4. 2 Landscape Tractors @ \$21,500	43,000	0
5. 2 Landscape Utility Vehicles @ \$10,000	20,000	0
6. 2 Truck Scales @ \$60,000	120,000	0
SUBTOTAL	\$ 843,000	\$ 480,000

Exhibit "B"
(page 3 of 4)
PROPOSAL BUDGET

	<u>Total Costs</u>	<u>State Funding Requested</u>
C. TRAVEL		
1. None anticipated	\$ _____	\$ _____
2. _____	_____	_____
SUBTOTAL	\$ _____	\$ _____
D. ALL OTHER DIRECT COSTS (Include computer services; duplicating; materials/supplies; postage; publication charge telephone; fuel; automobile operations, etc. List all items in reasonable detail.)		
	<u>Total Costs</u>	<u>State Funding Requested</u>
1. Site development/preparation	\$ 1,000,000	\$ _____
2. Recycling Public Education/Information	200,000	50,000
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
SUBTOTAL	\$ 1,200,000	\$ 50,000

Exhibit "B"
(page 4 of 4)

PROPOSAL BUDGET

SUBCONTRACTOR (List all subcontracts for design, construction, repair, or maintenance; and fees for legal, financial, artistic or other professional services. Details of subcontractors must be explained including full name and address at the end of this section.)

State Funding Requested

Total Costs

\$ _____

\$ _____

SUBTOTAL

State Funding Requested

Total Costs

\$ _____

\$ _____

INDIRECT COSTS (Specify in reasonable detail.)

N A

SUBTOTAL

(Continued from page 13755)

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of applications for funds under the Cooperative Forestry Assistance Program and Illinois Division of Forest Resources Private Forestry Programs to provide funds for a citywide tree planting project, in the amount of \$100,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under the Mayor's Green Streets Program, the City of Chicago (the "City") will add 500,000 trees to its urban forests in the next five years; and

WHEREAS, The Green Streets Program is coordinating the efforts of many City departments and other public agencies, businesses, civic and community groups ("Eligible Organizations") to achieve this goal; and

WHEREAS, To commemorate the 20th anniversary of Earth Day, the City plans to organize a massive volunteer tree planting project on the Stevenson Expressway, highways, school yards and other right of ways; and

WHEREAS, The Congress of the United States has enacted the Cooperative Forestry Assistance Act of 1978, whereby the United States Department of Agriculture makes grants available to cities to improve their urban forests; and

WHEREAS, The State of Illinois Department of Conservation, Division of Forest Resources, is the sponsoring agency of Illinois cities requesting grant assistance in the development of their urban forests; and

WHEREAS, It would be in the public interest of the citizens of the City to obtain funds made available to a grant from the United States Department of Agriculture; and

WHEREAS, As a condition to such grant, the City is required to provide a One Hundred Thousand and no/100 Dollars (\$100,000.00) matching share of contributions in the form of cash, products, services and volunteerism from other public and private sources or any combination thereof ("Matching Share"); now, therefore,

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

SECTION 1. That the Mayor of the City or his designated representative is authorized to execute applications for a grant in an amount not to exceed One Hundred Thousand and no/100 Dollars (\$100,000.00) under the United States Department of Agriculture Cooperative Forestry Assistance Program and the Illinois Department of Conservation Division of Forest Resources Program in accordance with rules and regulations set forth by the United States Department of Agriculture and the Illinois Department of Conservation.

SECTION 2. That the Mayor or his designated representative is authorized to act in connection with such applications, to give such assurances and certifications as are necessary in connection therewith, and to provide such additional information as is required.

SECTION 3. Further, that the City's Matching Share is hereby authorized and appropriated from the City's Corporate Fund.

SECTION 4. That any and all such funds as may be awarded as a result of such applications, together with the City's Matching Share shall be expended for the objects and purposes as set forth in such applications.

SECTION 5. That the Mayor or his designated representative is authorized, subject to the approval of the Comptroller and the review of the Corporation Counsel as to form and legality, to enter into and execute agreements on behalf of the City with Eligible Organizations.

SECTION 6. That in connection with the foregoing, the Purchasing Agent and the Comptroller are authorized to enter into an agreement with the Kankakee Nursery

Company for the purchase of 220 trees at a cost not to exceed Nine Thousand Eight Hundred Sixty-eight and 50/100 Dollars (\$9,868.50).

SECTION 7. This ordinance shall be effective on and from the date of passage.

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, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (February 28 and March 21, 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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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):

FREE PERMITS.

*Catholic Archdiocese Of Chicago/Our Lady
Of Guadalupe Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese of Chicago/Our Lady of Guadalupe Church, for the installation of a boiler by Kelleher Mechanical Services, Incorporated, on the premises known as 9050 South Burley Avenue.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

*Catholic Archdiocese Of Chicago/Saint
Pascal Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese of Chicago/Saint Pascal Church, for the electrical installations by S & D Construction, Incorporated, on the premises known as 3935 North Melvina Avenue and designated area to be used for carnival purposes.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Chinese Christian Union Church.

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 Chinese Christian Union Church, 2301 South Wentworth Avenue, for construction of the Chinese Christian Union Church Gospel Center on the premises known as 3000 South Wallace Street.

Said building shall be used exclusively for religious and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Sisters Of Charity, B.V.M.

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 Sisters of Charity, B.V.M., for construction of a dormitory (Mundelein College) on the premises known as 6364 North Sheridan Road.

Said building shall be used exclusively for students' residency 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.

*Easter Seal Society (Gilchrist Marcham
Rehabilitation 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 Easter Seal Society (Gilchrist Marcham Rehabilitation Center), 2345 West North 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.

Humboldt Park 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 Humboldt Park Family Health Center, 2750 West North 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.

Items -- None. *Infant Welfare Society Of Chicago.*

Ordinance No. 288807. Reconsideration of the foregoing vote. The motion was lost.
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Infant Welfare Society of Chicago, 1931 North Halsted Street, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1990.

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

Saint Elizabeth Hospital.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, Saint Elizabeth Hospital, 1431 North Claremont Avenue, is hereby exempted from payment of the annual food dispenser (retail) license fee provided therefor, for the year 1990.

SECTION 2. This ordinance shall be in force and effect 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, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on March 21, 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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is 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
Boys and Girls Clubs of Chicago 4835 North Sheridan Road	D1-902522 (Sign)	\$16.00
Carter Temple Church 7841 South Wabash Avenue	A1-907039 (Elev.)	82.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Chicago Academy of Science 2001 North Clark Street	B3-904763 (Pub. Place of Assemb.)	\$69.00
Grant Hospital (various locations)	C2-902688 (Refrig.)	75.00
	D7-904612	40.00
	D7-904614 (Sign)	40.00
Northwestern Memorial Hospital 250 East Superior Street	D1-935811 (Sign)	16.00
Saint Alphonsus Church 2936 North Southport Avenue	P2-951903 (Process Equip.)	30.00
Self Help Home for the Aged 908 West Argyle Street	D7-900642 (Sign)	100.00

**INSTALLATION OF ALLEY LIGHTS AT SPECIFIED
LOCATIONS.**

The Committee on Finance submitted the following report:

CHICAGO, April 6, 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 and/or street lights at the following locations:

Alderman Hansen

Alley light -- 1354 West George Street; and

Alderman M. Smith

Alley light -- 1426 West Balmoral Avenue

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed two (2) 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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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 is not a part of the order):

1354 West George Street.

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 at 1354 West George Street.

... 1426 West Balmoral Avenue... March 21, 1990. sundry
... against certain
... educational and religious institutions... under advisement.
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 at 1426 West
Balmoral Avenue.

REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE
EMPLOYED BY DE PAUL UNIVERSITY.

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance submitted by Alderman Eisendrath authorizing the reduction in license fees for the employment of fifty-two (52) special policemen by DePaul 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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs fifty-two security officers and shall pay a fee of \$10.00 per license for the year 1990:

DePaul University
Lincoln Park and Loop campuses.

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

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

The Committee on Finance submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

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

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

Respectfully submitted,

Respectfully submitted, George Street, and

George Street, and

(Signed) EDWARD M. BURKE, Mayor Avenue,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 13773 through
13782 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

(Continued on page 13783)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/04/89	144.75
AGUILAR	POLICE OFFICER	FOURTEENTH DISTRICT	8/22/89	85.00
ALDRICH	POLICE OFFICER	TWENTIETH DISTRICT	12/21/89	133.00
ALLEN	POLICE OFFICER	EIGHTEENTH DISTRICT	12/21/89	147.00
ALMAGUER	POLICE OFFICER	TENTH DISTRICT	11/18/89	27.00
AMIDEI	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/03/89	204.55
ANDERSON	POLICE OFFICER	SECOND DISTRICT	12/11/89	203.00
ANDERSON	POLICE OFFICER	EIGHTH DISTRICT	5/30/89	700.00
ANDERSON	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	604.29
ANDERSON	POLICE OFFICER	FOURTH DISTRICT	7/09/89	130.00
ANDERSON	POLICE OFFICER	NINETEENTH DISTRICT	12/02/89	204.00
ANDRUZZI	POLICE OFFICER	TWELFTH DISTRICT	10/18/89	85.00
ARENIS	POLICE OFFICER	FIFTEENTH DISTRICT	12/23/88	244.00
ARNOLD	POLICE OFFICER	SECOND DISTRICT	11/16/89	256.00
ARNOLD	POLICE OFFICER	SECOND DISTRICT	12/19/89	448.00
BARBUSCH	POLICE OFFICER	FOURTH DISTRICT	12/08/89	164.00
BALTAZAR	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/89	703.85
BARNETT	POLICE OFFICER	BANG CRIMES ENFORCEMENT DIVISI	5/26/88	389.50
BEHLING	POLICE OFFICER	FIFTH DISTRICT	11/27/89	35.00
BEVAN	POLICE OFFICER	ELEVENTH DISTRICT	12/08/89	95.00
BOKOMSKI	POLICE OFFICER	FIRST DISTRICT	3/25/87	80.00
BONE	POLICE OFFICER	EIGHTH DISTRICT	11/22/89	477.00
BOOKER	POLICE OFFICER	BANG CRIMES ENFORCEMENT DIVISI	12/19/89	105.00
BORKOWSKI	POLICE OFFICER	FIFTEENTH DISTRICT	6/26/89	66.00
BOYLE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.R.	4/27/88	152.00
BRENNER	POLICE OFFICER	EIGHTEENTH DISTRICT	12/07/89	168.75
BRESNAHAN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/02/89	350.66
BRIGHT	POLICE OFFICER	FIRST DISTRICT	12/26/89	119.75
BROBI	POLICE OFFICER	SECOND DISTRICT	12/06/89	253.75
BROWN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	108.00
BROWN	POLICE OFFICER	SIXTH DISTRICT	10/05/89	130.00
BURDINE	POLICE OFFICER	FOURTEENTH DISTRICT	9/11/89	453.00
BUTLER	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	12/23/89	223.00
CALDBECK	POLICE OFFICER	ELEVENTH DISTRICT	12/18/89	581.40
CAMPBELL	POLICE OFFICER	EIGHTEENTH DISTRICT	12/07/89	179.50
CAREY	POLICE OFFICER	NINTH DISTRICT	10/08/89	1168.00
CARTEGENA	POLICE OFFICER	TWENTIETH DISTRICT	12/19/89	145.78
CEJA	POLICE OFFICER	TENTH DISTRICT	12/24/89	320.00
CERNAK	POLICE OFFICER	NINTH DISTRICT	6/24/89	1270.00
CHANA	POLICE OFFICER	SIXTEENTH DISTRICT	12/16/89	197.50
CHICZEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	32.00
CLARK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.R.	9/12/89	34.30
COLLINS	POLICE OFFICER	FIFTH DISTRICT	5/15/89	15.00
COMITO	POLICE OFFICER	SEVENTH DISTRICT	8/04/89	306.45
CONHEY	POLICE OFFICER	AUTOMOTIVE FOUNDS SECTION	10/16/89	50.00
CORTES	POLICE OFFICER	UNKNOWN	8/03/87	1990.53
CORTES	POLICE OFFICER	FOURTEENTH DISTRICT	12/21/89	219.00
CORTES	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/21/89	241.00
COUGHLIN	POLICE OFFICER	TWENTIETH DISTRICT	9/04/89	389.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
CRUZ	POLICE OFFICER	FOURTEENTH DISTRICT	12/31/89	391.50
CUNNINGHAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/12/89	53.00
CUNNINGHAM	POLICE OFFICER	YOUTH DIVISION AREA THREE	5/24/89	100.00
CYREK	POLICE OFFICER	NINETEENTH DISTRICT	7/17/89	2441.00
CZAHOR	POLICE OFFICER	NINTH DISTRICT	12/19/89	353.30
CZAPIEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/15/89	110.00
CZARNECKI	POLICE OFFICER	TWENTIETH DISTRICT	12/26/89	220.00
DALEY	POLICE OFFICER	SEVENTH DISTRICT	10/03/89	97.20
DANIELS	POLICE OFFICER	EIGHTH DISTRICT	8/12/89	80.25
DAVIS	POLICE OFFICER	FIFTH DISTRICT	9/18/89	136.00
DAWAN	POLICE OFFICER	SECOND DISTRICT	12/05/89	163.00
DEANGELES	POLICE OFFICER	THIRD DISTRICT	12/22/89	278.90
DEGREGORIO	POLICE OFFICER	YOUTH DIVISION AREA THREE	12/11/89	740.00
DEHEER	POLICE OFFICER	NINTH DISTRICT	12/30/89	256.00
DEMPSEY	POLICE OFFICER	FIFTH DISTRICT	12/29/89	295.50
DEVEREAUX	POLICE OFFICER	SIXTEENTH DISTRICT	12/22/89	27.50
DIANA	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/19/89	1965.98
DIDOMENICO	POLICE OFFICER	FIFTEENTH DISTRICT	12/28/89	219.00
DOMAGALA	POLICE OFFICER	FOURTH DISTRICT	10/02/86	495.00
DOUGHERTY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	1513.00
DUNLOP	POLICE OFFICER	FIFTH DISTRICT	12/15/89	297.06
EGERS	POLICE OFFICER	SEVENTH DISTRICT	11/26/89	140.00
ELDRIDGE	POLICE OFFICER	SIXTEENTH DISTRICT	7/16/89	38597.70
ENBSTRUM	POLICE OFFICER	SEVENTH DISTRICT	12/21/89	96.25
ENWALL	POLICE OFFICER	SEVENTH DISTRICT	5/22/87	211.00
EVANS	POLICE OFFICER	RECRUIT TRAINING	12/15/89	110.00
FITZPATRICK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/12/89	71.00
FRANICEVICH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	7/15/89	55.00
FRANITZ	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/89	122.00
FRANZEN	POLICE OFFICER	FIRST DISTRICT	12/08/89	79.60
FRANZEN	POLICE OFFICER	TENTH DISTRICT	4/14/87	230.80
FRUGOLI	POLICE OFFICER	TENTH DISTRICT	9/24/89	430.00
FUDA	POLICE OFFICER	SIXTEENTH DISTRICT	11/05/89	16.00
FUDACZ	POLICE OFFICER	SEVENTH DISTRICT	12/26/89	80.00
GAHAGAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/21/89	368.00
GARZA	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/26/89	65.00
GENTILE	POLICE OFFICER	TENTH DISTRICT	12/29/89	88.00
GLYNN-JOHNSON	POLICE OFFICER	RECRUIT TRAINING	11/16/89	120.00
GODDARD	POLICE OFFICER	SEVENTEENTH DISTRICT	4/22/88	180.00
GONZALES	POLICE OFFICER	FOURTH DISTRICT	12/05/89	572.00
GRANADON	POLICE OFFICER	SECOND DISTRICT	12/22/89	332.25
GRANTHAM	POLICE OFFICER	TWELFTH DISTRICT	2/23/89	85.00
GREENWICH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/24/89	95.00
GREGOR	POLICE OFFICER	NINETEENTH DISTRICT	12/16/89	355.50
GUBRUD	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	3139.00
GUERRERO	POLICE OFFICER	ENFORCEMENT SECTION	8/15/89	50.00
	POLICE OFFICER	SIXTEENTH DISTRICT	12/04/89	28.00
	POLICE OFFICER	TENTH DISTRICT	11/20/89	26.00
	POLICE OFFICER	TENTH DISTRICT	7/30/87	78.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	*****	RANK	*****	UNIT OF ASSIGNMENT	*****	DATE INJURED	VOUCHER TOTAL
GUTIERREZ JR	ALBERT	POLICE OFFICER		TENTH DISTRICT		11/06/89	9930.35
GUZIK	WILLIAM G	POLICE OFFICER		TWENTY-FIFTH DISTRICT		9/07/89	344.50
GWODZDENCZAK	ANTHONY	POLICE OFFICER		EIGHTEENTH DISTRICT		11/13/89	17.25
HALLORAN	WILLIAM	POLICE OFFICER		DETECTIVE DIV AREA 3 PROPERTY		5/31/89	32.00
HAMILL	JAMES P	POLICE OFFICER		TRAINING DIVISION		3/21/89	150.00
HAREJ	WAYNE A	POLICE OFFICER		FIFTEENTH DISTRICT		12/05/89	111.25
HARRIS	DAVID L	POLICE OFFICER		SEVENTH DISTRICT		10/24/89	49.00
HAYBLIP	HOLLY A	POLICE OFFICER		SEVENTH DISTRICT		9/03/89	489.90
HEIDEMANN	KATHLEEN G	POLICE OFFICER		TRAFFIC COURT SECTION		10/27/89	70.75
HENNIGAN	FRED G	POLICE OFFICER		TWENTY-FIFTH DISTRICT		12/02/89	140.50
HERNANDEZ	JAMES T	POLICE OFFICER		FINANCIAL INVESTIGATION UNIT		6/05/89	175.00
HEYDEN	DAVID H	POLICE OFFICER		THIRTEENTH DISTRICT		12/21/89	420.00
HIDALGO	PAUL R	POLICE OFFICER		PUBLIC TRANSPORTATION M.T.S.		12/14/89	76.13
HOFFENKAH	RENE R	POLICE OFFICER		FOURTH DISTRICT		12/12/89	105.00
HOJACKI	DOREEN L	POLICE OFFICER		TWENTY-THIRD DISTRICT		12/30/89	98.00
HORSTEIN	HENRY	SERGEANT		NINTH DISTRICT		12/06/89	293.10
HOBSTY	ROBERT S	POLICE OFFICER		THIRD DISTRICT		11/17/89	100.00
HUNDRIESER	ALEX	POLICE OFFICER		TWENTY-THIRD DISTRICT		9/03/89	359.00
JEDLOWSKI	PATRICK J	POLICE OFFICER		DETECTIVE DIV AREA 2 PROPERTY		1/12/90	1532.50
JOHNSON	CORILYN	POLICE OFFICER		TWENTY-FIFTH DISTRICT		2/05/89	2000.14
JONES	EDWIN N	POLICE OFFICER		NINETEENTH DISTRICT		12/02/89	410.00
KAPUGI	MICHAEL M	POLICE OFFICER		GANG CRIMES ENFORCEMENT DIVISI		11/28/89	50.00
KAFUS	WILLIAM A	POLICE OFFICER		YOUTH DIVISION AREA FOUR		11/01/89	46.50
KEHOE	JEFFREY S	POLICE OFFICER		FOURTH DISTRICT		12/30/89	121.00
KELLER	WILLIE L	POLICE OFFICER		SIXTH DISTRICT		12/13/89	260.70
KEMP JR	RICHARD H	POLICE OFFICER		SEVENTH DISTRICT		6/18/89	415.00
KETO	ROBERT	POLICE OFFICER		FIFTEENTH DISTRICT		10/31/88	280.00
KILROY	STEVEN	POLICE OFFICER		TENTH DISTRICT		4/30/89	140.00
KING	DAVID J	POLICE OFFICER		TWENTY-THIRD DISTRICT		1/23/89	362.00
KINNALLY	JAMES G	POLICE OFFICER		TWENTY-THIRD DISTRICT		12/02/89	285.70
KLUSHAN	HANS	POLICE OFFICER		TWENTY-THIRD DISTRICT		12/26/89	168.70
KNEFEL	CHARLES	POLICE OFFICER		EIGHTEENTH DISTRICT		8/04/88	93.00
KOEBEL	ROBERT A	POLICE OFFICER		THIRTEENTH DISTRICT		11/26/89	35.00
KOZAK	FRED M	POLICE OFFICER		GUN REGISTRATION SECTION		5/30/89	100.00
KROK	RICHARD	POLICE OFFICER		TWENTY-FIFTH DISTRICT		7/19/89	707.50
KURZAK	ALFRED J	POLICE OFFICER		FIFTEENTH DISTRICT		11/21/89	35.00
KUNZ	MICHAEL	POLICE OFFICER		FIFTEENTH DISTRICT		11/19/89	32.00
KUZAS	JOHN H	POLICE OFFICER		FOURTEENTH DISTRICT		12/08/89	193.00
LANG	PIERRE K	POLICE OFFICER		TWENTY-FIRST DISTRICT		12/19/89	65.00
LANNING	MICHAEL	POLICE OFFICER		SEVENTH DISTRICT		12/24/89	169.00
LAFOINTE	JOHN	POLICE OFFICER		EIGHTEENTH DISTRICT		10/28/89	47.00
LAFOINTE	KENNETH H	POLICE OFFICER		TWENTY-FIRST DISTRICT		12/31/89	203.00
	ROBERT	POLICE OFFICER		TWENTY-FOURTH DISTRICT		12/28/89	396.67
	HAROLD R	POLICE OFFICER		NINTH DISTRICT		12/04/89	242.00
	ROBERT	POLICE OFFICER		ELEVENTH DISTRICT		11/19/89	165.00
	JOHN H	POLICE OFFICER		SIXTEENTH DISTRICT		12/09/89	199.10
	ROBERT	POLICE OFFICER		EIGHTEENTH DISTRICT		5/23/89	2348.24
	ARTHUR IV	POLICE OFFICER		ELEVENTH DISTRICT		12/17/89	174.50
	ARTHUR IV	POLICE OFFICER		ELEVENTH DISTRICT		4/09/89	94.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/88	60.00
LEAVY	POLICE OFFICER	CANINE UNIT	12/05/89	205.00
LEWIS	POLICE OFFICER	SEVENTH DISTRICT	11/26/89	119.00
LINCOLN	POLICE OFFICER	SECOND DISTRICT	12/20/89	150.00
LINSTON R	POLICE OFFICER	TENTH DISTRICT	11/13/89	150.00
LITTLE	POLICE OFFICER	EIGHTEENTH DISTRICT	12/17/89	69.75
LOVE	POLICE OFFICER	SECOND DISTRICT	10/05/89	28.00
LYKINS	POLICE OFFICER	SEVENTEENTH DISTRICT	7/11/89	55.00
LYMAN	POLICE OFFICER	NINTH DISTRICT	12/08/89	249.80
LYNCH	POLICE OFFICER	FIRST DISTRICT	11/21/89	50.00
MACHINA	POLICE OFFICER	AUTO THEFT SECTION	10/24/87	1991.46
MAHER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/14/89	366.50
MAIDA	POLICE OFFICER	NINTH DISTRICT	8/16/89	200.00
MAIELLARO	POLICE OFFICER	TWENTIETH DISTRICT	10/30/89	110.75
MALLOY	POLICE OFFICER	AUTO THEFT SECTION	9/12/89	170.00
MARES	POLICE OFFICER	FOURTEENTH DISTRICT	11/04/89	100.00
MARSH	POLICE OFFICER	NINETEENTH DISTRICT	12/26/89	363.20
MARTINEK	POLICE OFFICER	TWENTIETH DISTRICT	12/13/89	399.00
MCCAFFERTY	POLICE OFFICER	AUTO THEFT SECTION	5/22/89	2192.00
MCCANN	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	2/14/89	275.00
MCCANN	POLICE OFFICER	FIFTH DISTRICT	1/18/89	685.00
MCCARTHY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/04/89	55.00
MCCLELLAN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/12/89	442.75
MCCOY	POLICE OFFICER	FOURTH DISTRICT	12/14/89	291.00
MCNALLY	POLICE OFFICER	FIFTEENTH DISTRICT	12/11/89	125.00
MERCADO	POLICE OFFICER	EIGHTEENTH DISTRICT	12/28/89	65.00
MERTZ	POLICE OFFICER	THIRTEENTH DISTRICT	7/04/89	365.00
MEZIERE	POLICE OFFICER	SEVENTH DISTRICT	8/27/89	202.00
MILLER	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/89	68.00
MISURA	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/18/89	5040.60
MITIDIERO	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/21/89	149.15
MORGAN	POLICE OFFICER	FIFTH DISTRICT	12/13/89	243.10
MUEHLFELDER	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/25/89	255.00
MULLIGAN	POLICE OFFICER	THIRD DISTRICT	6/18/89	660.00
MYKONSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/09/87	33.00
NICHOL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/02/88	295.00
NORK	POLICE OFFICER	CANINE UNIT	5/24/89	78.50
NUTONI	POLICE OFFICER	TWENTIETH DISTRICT	11/30/89	235.00
NYKIEL	POLICE OFFICER	TENTH DISTRICT	5/30/89	126.00
OHSE	POLICE OFFICER	TENTH DISTRICT	10/20/89	1129.00
ORTIZ	POLICE OFFICER	FOURTEENTH DISTRICT	12/21/89	1978.70
OVERSTREET	POLICE OFFICER	SEVENTH DISTRICT	3/20/89	1255.10
PALMER	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	11/25/89	250.00
FALUCH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/17/89	4366.00
FALUCH	POLICE OFFICER	THIRD DISTRICT	2/02/89	40.00
FARELLO	POLICE OFFICER	SEVENTEENTH DISTRICT	12/22/89	45.00
FABRUINELLI	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	11/06/89	34.00
PATTERSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/24/89	357.50
PAVIS-SCOTT	POLICE OFFICER			

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

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
TAMMIE	POLICE OFFICER	THIRTEENTH DISTRICT	7/19/89	1468.70
PAUL	POLICE OFFICER	FIFTH DISTRICT	12/30/89	647.00
ROBERT D	POLICE OFFICER	ELEVENTH DISTRICT	12/30/89	196.25
JAMES T	POLICE OFFICER	EIGHTEENTH DISTRICT	12/14/89	357.50
JEROME R	POLICE OFFICER	CANINE UNIT	10/30/89	88.75
CHARLES	POLICE OFFICER	TENTH DISTRICT	9/13/89	28.00
DANIEL A	POLICE OFFICER	NINTH DISTRICT	9/30/89	35.00
JOHN E	POLICE OFFICER	FIRST DISTRICT	12/21/89	260.00
JOHN E	POLICE OFFICER	NINTH DISTRICT	8/04/88	35.00
KATHLEEN A	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/13/89	200.00
WILLIAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	8/02/89	50.00
ARNULFO	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/23/89	7317.34
ALBERTA	POLICE OFFICER	ELEVENTH DISTRICT	1/05/89	128.00
CHARLES	POLICE OFFICER	FIRST DISTRICT	8/03/89	35.00
STEVEN T	POLICE OFFICER	FIFTEENTH DISTRICT	11/20/89	48.00
BETTE M	POLICE OFFICER	SIXTH DISTRICT	11/18/89	150.00
ROBER	POLICE OFFICER	TENTH DISTRICT	4/06/82	45.00
TEELY	POLICE OFFICER	TWENTIETH DISTRICT	11/25/89	120.00
DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	7/29/89	705.98
RONALD L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/19/89	150.00
ARELARIO	POLICE OFFICER	SECOND DISTRICT	8/27/89	100.50
JOHN J	POLICE OFFICER	FOURTEENTH DISTRICT	12/31/89	277.50
JUAN	POLICE OFFICER	TENTH DISTRICT	1/16/89	137.50
JERRY	POLICE OFFICER	FIFTEENTH DISTRICT	11/08/89	50.00
SHARON E	POLICE OFFICER	NINETEENTH DISTRICT	11/17/89	100.00
RICARDO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/11/89	129.12
ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/08/89	245.00
THOMAS	POLICE OFFICER	FIRST DISTRICT	9/01/89	35.00
WALTERMAR J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/11/88	385.00
JOHN C	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/02/89	450.00
WILLIAM W	POLICE OFFICER	THIRTEENTH DISTRICT	10/28/88	200.00
MARK A	POLICE OFFICER	FOURTEENTH DISTRICT	12/02/89	25.00
TYRONE	POLICE OFFICER	SEVENTH DISTRICT	6/01/89	1293.43
RONALD	POLICE OFFICER	FOURTH DISTRICT	12/30/89	181.00
BARBARA A	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/14/89	1385.50
RONALD C	POLICE OFFICER	FIFTH DISTRICT	12/04/89	242.00
LOUIS	POLICE OFFICER	TENTH DISTRICT	1/01/89	160.50
ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	5/17/89	1721.00
JUNE	POLICE OFFICER	FIFTEENTH DISTRICT	4/26/89	118.50
JOSEPH	POLICE OFFICER	NINTH DISTRICT	12/28/89	1224.00
JOHN R	POLICE OFFICER	VICE CONTROL SECTION	10/19/89	823.00
DONALD	POLICE OFFICER	FIFTEENTH DISTRICT	10/23/89	45.00
WILLIAM M	POLICE OFFICER	SEVENTEENTH DISTRICT	10/08/89	70.00
JACKIE	POLICE OFFICER	SIXTH DISTRICT	1/14/83	67.00
MARIA ELLENA	POLICE OFFICER	SEVENTH DISTRICT	9/21/89	50.00
RONALD	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	11/29/89	337.75
ALANE	POLICE OFFICER	TWELFTH DISTRICT	11/16/89	35.00
CARL B	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/08/89	145.00
WALTER F	POLICE OFFICER	TENTH DISTRICT	10/06/83	7549.00

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 4/06/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
TARARA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/23/88	4031.77
TAVALDES	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/20/89	1726.65
TAVEGGIA	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/09/89	351.00
THURMOND	POLICE OFFICER	FIFTH DISTRICT	12/14/89	370.70
TINNER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/08/89	30.00
TOBIAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/03/89	264.00
TORIN	POLICE OFFICER	FIRST DISTRICT	10/05/89	75.00
TOLMEO	POLICE OFFICER	FOURTEENTH DISTRICT	7/26/89	50.00
TOMASZEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	489.00
TRUSZ	POLICE OFFICER	INTELLIGENCE SECTION	9/09/89	933.00
TURANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/89	978.59
TYLER	POLICE OFFICER	RECRUIT TRAINING	3/03/89	520.00
TYSE	POLICE OFFICER	THIRD DISTRICT	11/20/89	315.00
VALLEJO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/20/89	6274.25
VANN	POLICE OFFICER	ELEVENTH DISTRICT	12/01/89	155.00
VANVALKENBURG	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/20/89	100.00
VABQUEZ	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/19/89	65.00
VINSON	POLICE OFFICER	FIFTH DISTRICT	11/12/89	1560.50
WALCZAK	POLICE OFFICER	EIGHTH DISTRICT	4/21/89	465.59
WALKER	POLICE OFFICER	SIXTEENTH DISTRICT	12/08/89	109.00
WALKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/09/85	200.00
WATKINS	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/30/89	430.00
WATTS	POLICE OFFICER	FOURTEENTH DISTRICT	12/28/89	251.50
WEBB	POLICE OFFICER	YOUTH DIVISION AREA TWO	12/04/89	157.00
WHITE	POLICE OFFICER	SIXTH DISTRICT	7/21/89	19183.57
WILLIAMSON	POLICE OFFICER	NINTH DISTRICT	12/27/89	45.00
WILLNER	POLICE OFFICER	SIXTEENTH DISTRICT	8/09/88	170.00
WILSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/16/89	1586.50
WOLCIC	POLICE OFFICER	FOURTEENTH DISTRICT	11/10/89	40.00
WOLAK	POLICE OFFICER	TENTH DISTRICT	12/30/89	188.00
ZABOZDON	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/88	296.00
ZALALIS	POLICE OFFICER	FOURTH DISTRICT	12/08/89	354.75
ZUELKE	POLICE OFFICER	NINTH DISTRICT	12/12/89	174.40
ADAMS	FIREFIGHTER	SQUAD 4	11/27/89	65.00
ALEX	PARAMEDIC	AMBULANCE 46	3/24/88	174.00
ALLEN	FIREFIGHTER	UNKNOWN	4/29/87	657.00
ANDERSON	PARAMEDIC	EMS DISTRICT 3 HEADQUARTERS & R	12/08/87	100.00
ANSELMINI	FIREFIGHTER	ENGINE COMPANY 106	11/20/89	204.35
AUMANN	FIREFIGHTER	TRUCK 18	11/03/89	44.00
AUMANN	FIREFIGHTER	TRUCK 18	9/12/87	688.00
BALEY	PARAMEDIC	AMBULANCE 3A	12/25/89	231.00
BALLENTINE	FIREFIGHTER	ENGINE COMPANY 72	11/26/89	15.00
BANKS	FIREFIGHTER	SQUAD 2	12/21/89	155.00
BARRY	LIEUTENANT	TRUCK 39	12/15/89	307.00
BARRY	ENGINEER	ENGINE COMPANY 60	5/03/89	30.00
BARZYCKI	ENGINEER	TRUCK 25	8/08/89	28.00
BERGMANN	FIREFIGHTER	ENGINE COMPANY 76	11/02/89	702.50
BERTINI	ENGINEER	TRUCK 25	4/15/89	1195.75
BIENEMAN	LIEUTENANT	ENGINE COMPANY 79	12/01/89	722.50
BLACK	PARAMEDIC	AMBULANCE 39		

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
FRANKLIN	FIREFIGHTER	ENGINE COMPANY 120	5/17/89	105.28
DAVID	PARAMEDIC	DISTRICT RELIEF 2	11/17/89	106.00
THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	231.51
ELMER	FIREFIGHTER	TRUCK 40	5/07/89	147.00
NANCY	PARAMEDIC	AMBULANCE 12	11/23/89	113.00
SEPHUS	FIREFIGHTER	FIRE PREVENTION	12/07/89	80.90
HARRY	LIEUTENANT	UNKNOWN	2/07/89	317.00
CLARENCE	FIREFIGHTER	ENGINE COMPANY 38	8/18/84	100.00
GEORGE	FIREFIGHTER	ENGINE COMPANY 69	12/11/89	95.00
WILLIAM J	CAPTAIN	SQUAD 2	12/23/89	99.95
RICHARD	ENGINEER	ENGINE COMPANY 44	12/17/89	563.00
THOMAS	FIREFIGHTER	SQUAD 1	12/20/89	772.00
ROBERT	PARAMEDIC	AMBULANCE 13	11/18/89	227.50
WILLIAM	PARAMEDIC	AMBULANCE 33	12/28/89	76.70
BRENDA	FIREFIGHTER	TRUCK 19	10/19/89	544.75
EDWARD	ENGINEER	ENGINE COMPANY 121	11/02/89	150.00
LEONARD	FIREFIGHTER	UNKNOWN	5/22/89	25.00
MICHAEL	PARAMEDIC	AMBULANCE 35	9/15/89	65.00
JAMES	LIEUTENANT	TRUCK 31	9/25/83	66.75
FRED A	PARAMEDIC	DISTRICT RELIEF 3	12/22/88	90.00
DARLENE	PARAMEDIC	UNKNOWN	7/06/89	3916.00
JOHN	ENGINEER	ENGINE COMPANY 56	12/01/89	160.60
THOMAS	FIREFIGHTER	TRUCK 47	11/29/89	291.97
JOSEPH	LIEUTENANT	TRUCK 11	6/13/89	35.00
EDWARD	FIREFIGHTER	TRUCK 53	12/22/89	284.00
JOHN	FIREFIGHTER	TRUCK 52	10/03/89	75.70
PATRICK	PARAMEDIC	ENGINE COMPANY 129	12/13/89	196.60
EUGENE	FIREFIGHTER	UNKNOWN	3/20/71	20.00
GERALD	FIREFIGHTER	ENGINE COMPANY 80	12/07/89	572.55
JAMES	PARAMEDIC	AMBULANCE 32	10/17/89	249.25
JAMES	PARAMEDIC	AMBULANCE 32	10/07/89	42.00
JAMES	PARAMEDIC	AMBULANCE 32	5/10/89	236.50
THOMAS	FIREFIGHTER	SQUAD 6	9/13/79	105.00
KARL	FIREFIGHTER	TRUCK 52	10/28/89	1514.00
MARIA	FIREFIGHTER	ENGINE COMPANY 14	12/30/89	148.00
BRIAN	FIREFIGHTER	TRUCK 30	12/11/89	222.00
RAYMOND	FIREFIGHTER	ENGINE COMPANY 91	12/25/89	155.00
TIMOTHY F	PARAMEDIC	AMBULANCE 47	11/26/89	198.35
PATRICK	FIREFIGHTER	TRUCK 49	11/21/89	683.00
CORNELIUS	POLICE OFFICER	TRUCK 25	11/29/89	1417.25
WILLIAM	PARAMEDIC	AMBULANCE 5	12/30/89	622.75
STEPHEN	FIREFIGHTER	TRUCK 10	11/16/89	866.75
ROBERT F	PARAMEDIC	AMBULANCE 22	12/05/89	70.00
WILLIAM	ENGINEER	ENGINE COMPANY 125	10/30/89	528.00
LORRAINE	PARAMEDIC	AMBULANCE 4	12/06/88	4960.00
JOHN	FIREFIGHTER	TRUCK 33	9/08/89	199.50
RONALD	ENGINEER	ENGINE COMPANY 45	11/16/89	96.00
HOLMAN	PARAMEDIC	AMBULANCE 37	12/26/89	187.00
LAWRENCE	FIREFIGHTER	ENGINE COMPANY 93	10/13/89	2073.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
FISHER	PARAMEDIC	AMBULANCE 31	2/06/89	539.00
FISHER	PARAMEDIC	AMBULANCE 31	5/10/89	27.00
FITZPATRICK	LIEUTENANT	SQUAD 4	12/23/89	144.00
FLOWERS	PARAMEDIC	AMBULANCE 37	12/02/89	157.00
FOX	LIEUTENANT	ENGINE COMPANY 101	12/11/89	105.00
FURLONG	FIREFIGHTER	ENGINE COMPANY 108	12/04/89	179.59
FURLONG	JOSEPH	FIRE SUPPRESSION HEADQUARTERS	11/02/89	295.00
GALLIANO	CAPTAIN	ENGINE COMPANY 125	12/17/89	95.50
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 50	10/26/88	2211.97
GASKA	FIREFIGHTER	ENGINE COMPANY 50	1/31/89	1044.00
GAUGHAN	FIREFIGHTER	ENGINE COMPANY 44	10/31/89	90.00
GODSTED	FIREFIGHTER	ENGINE COMPANY 80	4/03/89	1126.80
GOMEZ	FIREFIGHTER	TRUCK 35	12/31/88	600.00
GRAVES	LIEUTENANT	TRUCK 29	12/21/89	451.00
GREGO	FIREFIGHTER	ENGINE COMPANY 56	12/21/89	296.00
HAIN	FIREFIGHTER	ENGINE COMPANY 33	12/26/86	240.00
HALL	PARAMEDIC	AMBULANCE 15	5/02/89	114.00
HANKS	PARAMEDIC	AMBULANCE 15	9/21/89	850.25
HAUSER	FIREFIGHTER	TRUCK 31	5/04/84	786.75
HEALY	FIREFIGHTER	SQUAD 5	9/12/89	372.85
HEENAN	FIREFIGHTER	ENGINE COMPANY 57	12/16/89	259.00
HEINZ	FIREFIGHTER	ENGINE COMPANY 83	12/20/89	775.00
HOEH	PARAMEDIC	AMBULANCE 35	12/29/89	164.00
HOFF	CAPTAIN	EMS DISTRICT 2 HEADQUARTERS &	12/22/89	210.50
HOHMAN	FIREFIGHTER	ENGINE COMPANY 124	11/13/89	528.58
HOKKER	LIEUTENANT	DISTRICT RELIEF 6	7/13/88	804.00
HOKNAVY	LIEUTENANT	ENGINE COMPANY 113	10/10/89	3953.00
HOKNAVY	JOSEPH	TRUCK 27	3/09/89	30.00
HOWARD	FIREFIGHTER	AMBULANCE 19	12/16/89	1308.50
HUELS-DUBIEL	POLICE OFFICER	UNKNOWN	12/16/89	227.00
INFANTE	FIREFIGHTER	ENGINE COMPANY 7	12/25/89	198.35
IWAI	FIREFIGHTER	ENGINE COMPANY 121	10/31/89	154.86
JOHNSON	FIREFIGHTER	ENGINE COMPANY 117	11/05/89	223.50
JONES	FIREFIGHTER	ENGINE COMPANY 117	11/05/89	106.00
KAY	FIREFIGHTER	EMS DISTRICT 1 HEADQUARTERS & R	6/06/88	130.00
KESSELL	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	12/29/87	1288.00
KESSELL	LIEUTENANT	TRUCK 20	12/13/89	176.45
KIELDYK	LIEUTENANT	UNKNOWN	9/27/89	90.33
KNOTT	PARAMEDIC	AMBULANCE 42	12/31/89	102.50
KRICHTNER	PARAMEDIC	SQUAD 1	12/05/89	132.75
KUEHL	FIREFIGHTER	ENGINE COMPANY 30	11/15/89	110.00
LAHEY	CAPTAIN	TRUCK 58	2/01/85	3483.00
LASCO	FIREFIGHTER	FIRE SUPPRESSION HEADQUARTERS	9/30/88	1135.00
LAWSON	FIREFIGHTER	FIRE PREVENTION	3/16/87	319.00
LEAHON	LIEUTENANT	ENGINE COMPANY 102	11/13/89	15.00
LENER	FIREFIGHTER	AMBULANCE 23	7/07/89	95.00
LENER	PARAMEDIC	UNKNOWN	11/28/89	534.00
LOGAN	PARAMEDIC	ENGINE COMPANY 20	12/15/89	311.30
LOPEZ	FIREFIGHTER	ENGINE COMPANY 14	12/18/89	110.00
LOSERQUIST	FIREFIGHTER			
LUCESI	FIREFIGHTER			

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 4/06/90
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
LUX	LIEUTENANT	ENGINE COMPANY 23	12/06/89	168.50
LYONS	FIREFIGHTER	UNKNOWN	5/22/89	25.00
MADDEN	FIREFIGHTER	ENGINE COMPANY 129	12/26/89	44.00
MAES	FIREFIGHTER	TRUCK 37	7/13/89	114.00
MANION	FIREFIGHTER	ENGINE COMPANY 92	7/04/89	93.00
MARCIANO	FIREFIGHTER	TRUCK 26	2/19/89	1300.00
MARCUS	PARAMEDIC	UNKNOWN	11/13/89	189.00
MATHEWB	FIREFIGHTER	TRUCK 1	12/12/87	75.00
MCCAULEY	FIREFIGHTER	ENGINE COMPANY 81	12/09/89	95.00
MCCULLOUGH	FIREFIGHTER	TRUCK 32	7/26/89	190.00
MGBINLEY	FIREFIGHTER	TRUCK 22	10/27/89	60.00
MCKEE	LIEUTENANT	ENGINE COMPANY 117	9/18/88	3567.50
MCMAHON	PARAMEDIC	AMBULANCE 36	4/17/87	4221.00
MCMAHON	ENGINEER	ENGINE COMPANY 117	10/26/89	3625.00
MCMAHARA	LIEUTENANT	SQUAD 3	2/19/88	29.00
MEE	LIEUTENANT	UNKNOWN	11/08/88	366.30
MORAN	FIREFIGHTER	TRUCK 37	12/28/89	749.50
MUELLER	FIREFIGHTER	ENGINE COMPANY 59	12/03/89	53.00
MUNAI	FIREFIGHTER	BATTALION 11	3/24/89	4625.05
MULLALLY	CAPTAIN	TRUCK 19	2/11/89	158.20
MULLENHOFF	PARAMEDIC	AMBULANCE 27	9/17/89	265.00
MUNDY	PARAMEDIC	UNKNOWN	11/06/87	178.00
MURPHY	FIREFIGHTER	ENGINE COMPANY 30	11/30/89	188.00
NEUBAUER	CAPTAIN	TRUCK 25	12/03/89	330.00
NOLFI	FIREFIGHTER	TRUCK 25	12/03/89	330.00
ODOM	PARAMEDIC	AMBULANCE 5	12/30/89	159.00
OSHEA	PARAMEDIC	UNKNOWN	9/07/89	85.00
OSULLIVAN	CAPTAIN	ENGINE COMPANY 65	11/30/89	142.00
PAGE	FIREFIGHTER	TRUCK 40	12/20/89	88.25
PERKINS	FIREFIGHTER	ENGINE COMPANY 75	7/30/87	45.00
PETERSON	PARAMEDIC	AMBULANCE 46	9/14/89	413.00
PETRASEK	CAPTAIN	ENGINE COMPANY 47	6/02/86	129.00
PETREY	FIREFIGHTER	ENGINE COMPANY 103	12/23/89	105.00
POLO	PARAMEDIC	AMBULANCE 21	8/06/88	141.10
POSB	LIEUTENANT	ENGINE COMPANY 110	8/25/88	321.00
POWELL	FIREFIGHTER	TRUCK 37	5/07/87	51.00
PRATT	PARAMEDIC	UNKNOWN	11/08/89	340.00
PRICE	FIREFIGHTER	TRUCK 54	12/03/89	160.00
REILLY	FIREFIGHTER	TRUCK 9	1/30/80	86.00
ROBINSON	FIREFIGHTER	TRUCK 61	12/17/89	73.00
ROCHE	PARAMEDIC	AMBULANCE 42	10/08/86	50.00
RODAK	LIEUTENANT	ENGINE COMPANY 61	7/05/88	25.00
ROUETTE	LIEUTENANT	UNKNOWN	12/16/88	834.00
ROBE	FIREFIGHTER	ENGINE COMPANY 78	12/31/89	269.40
ROUT-VORIS	PARAMEDIC	FIRE PREVENTION	10/24/89	75.00
RYAN	LIEUTENANT	TRUCK 16	12/16/89	530.00
RYAN	LIEUTENANT	TRUCK 16	7/22/88	234.27
RYAN	PARAMEDIC	UNKNOWN	11/10/85	163.00
SANDRIK	FIREFIGHTER	ENGINE COMPANY 116	1/04/89	569.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SCHROEDLE	FIREFIGHTER	TRUCK 60	10/25/89	69.35
SCHULLER	FIREFIGHTER	ENGINE COMPANY 22	9/30/89	324.50
SCHWARZ	FIREFIGHTER	AMBULANCE 7	5/05/85	244.50
SHELBY	FIREFIGHTER	TRUCK 21	9/15/89	209.00
SMITH	FIREFIGHTER	TRUCK 29	12/21/89	125.00
SMITH	PARAMEDIC	AMBULANCE 45	1/30/89	1030.00
SPICER	FIREFIGHTER	TRUCK 15	9/24/89	616.00
STAUFFER	FIREFIGHTER	TRUCK 25	12/03/89	330.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	2862.85
STRUBBE	PARAMEDIC	DISTRICT RELIEF 2	12/23/89	320.50
STUECKLEN	FIREFIGHTER	ENGINE COMPANY 30	11/23/89	25.00
SULLIVAN	FIREFIGHTER	ENGINE COMPANY 113	11/23/89	554.00
SWENSON	FIREFIGHTER	ENGINE COMPANY 64	12/31/89	202.85
TAVITAS	PARAMEDIC	AMBULANCE 22	8/10/89	115.00
THELEN	FIREFIGHTER	TRUCK 51	10/22/89	146.67
THOMPSON	FIREFIGHTER	ENGINE COMPANY 45	11/02/88	320.00
TOTTE	FIREFIGHTER	TRUCK 44	4/21/88	375.00
TERENCE	FIREFIGHTER	TRUCK 20	9/12/89	347.85
TIMOTHY	PARAMEDIC	AMBULANCE 34	8/26/88	131.50
ALFREJO	FIREFIGHTER	UNKNOWN	7/31/89	115.50
JUNIOUS	PARAMEDIC	AMBULANCE 22	5/08/89	157.00
TYRESS	PARAMEDIC	AMBULANCE 32	8/06/89	315.00
BRUCE	PARAMEDIC	EMS DISTRICT 1 HEADQUARTERS & R	7/01/88	156.32
DENISE	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	3/05/88	65.00
KENNETH	PARAMEDIC	UNKNOWN	12/13/89	146.00
WOODROE	ENGINEER	ENGINE COMPANY 103	12/01/88	324.05
BTEVE	FIREFIGHTER	TRUCK 41	1/18/82	369.50
EDWARD				

(Continued from page 13772)

medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 13784
through 13786 of this Journal.]

***Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST
CITY DURING MONTH OF FEBRUARY, 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 February, 1990.

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

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

The Committee on Finance submitted the following report:

(Continued on page 13787)

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 4/06/90
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALSTON	POLICE OFFICER	FOURTH DISTRICT	10/25/89	909.50
ANDERSON	POLICE OFFICER	NINTH DISTRICT	10/12/89	804.45
ANDRUZZI	POLICE OFFICER	NINETEENTH DISTRICT	12/08/89	83.00
ARCHBOLD	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/28/86	40.00
AVILA	POLICE OFFICER	SEVENTH DISTRICT	8/29/89	2464.00
BALCITIS	POLICE OFFICER	YOUTH DIVISION AREA THREE	12/30/89	244.00
BARTLEAU	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/89	1517.00
BABA	POLICE OFFICER	FOURTEENTH DISTRICT	11/21/89	20.00
BECKER	POLICE OFFICER	FOURTEENTH DISTRICT	12/18/89	115.00
BEKVAR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/13/89	43.00
BLAND	POLICE OFFICER	EIGHTH DISTRICT	1/04/89	410.00
BLAND	POLICE OFFICER	EIGHTH DISTRICT	12/02/89	214.00
BOEYKENS	POLICE OFFICER	TWENTIETH DISTRICT	8/30/89	64.00
BORATTO	POLICE OFFICER	TWENTIETH DISTRICT	8/07/89	200.00
BOWDEN	POLICE OFFICER	SIXTH DISTRICT	10/02/89	480.00
BRADY-HEIDT	POLICE OFFICER	SIXTH DISTRICT	9/11/88	95.00
BRATTON	POLICE OFFICER	FOURTH DISTRICT	12/01/89	168.00
BROWN	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/89	125.00
BROWNE	POLICE OFFICER	FOURTEENTH DISTRICT	12/07/89	556.00
BULGER	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/04/88	51.00
BURNS	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/19/89	141.00
BYRNE	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/14/89	235.00
CAGE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/08/89	45.00
CAMPRELL	POLICE OFFICER	TENTH DISTRICT	2/02/86	48.00
CANNIZZO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/26/89	25.00
CAPASSO	POLICE OFFICER	TWENTIETH DISTRICT	12/14/89	423.00
CARTER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/24/89	18.25
CARTER	POLICE OFFICER	TWELFTH DISTRICT	12/22/89	478.00
CASTANEDA	POLICE OFFICER	NINETEENTH DISTRICT	6/12/89	710.00
COLELLO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/25/90	561.60
COLON	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/18/89	1750.00
CONCKUS	POLICE OFFICER	ELEVENTH DISTRICT	1/25/89	125.00
CROWLEY	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	946.00
CZERNIAK	POLICE OFFICER	SECOND DISTRICT	9/04/87	7066.00
DANOVARD	POLICE OFFICER	SPECIAL OPERATIONS GROUP--WEST	5/10/84	24.00
DAVIS	POLICE OFFICER	CENTRAL DETENTION SECTION	12/25/89	335.00
DAMSON	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/14/89	2534.25
DEVOGELAR	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISITR	9/01/89	706.00
DIBSON	POLICE OFFICER	TWENTIETH DISTRICT	12/05/79	50.00
DUGGAN	POLICE OFFICER	INTELLIGENCE SECTION	12/14/89	545.00
DRAPER-SIBLEY	POLICE OFFICER	SIXTH DISTRICT	12/05/89	78.00
EBAN	POLICE OFFICER	SEVENTEENTH DISTRICT	12/31/89	495.09
ELLERSON	POLICE OFFICER	NINETEENTH DISTRICT	12/02/89	3093.00
FERNANDEZ	POLICE OFFICER	SEVENTH DISTRICT	9/21/89	300.00
FLEMING	POLICE OFFICER	TENTH DISTRICT	12/16/89	350.00
FLORES	POLICE OFFICER	SIXTH DISTRICT	12/05/89	88.00
GARCIA	POLICE OFFICER	ENFORCEMENT SECTION	8/08/89	465.00
GLUBLA	POLICE OFFICER	FOURTH DISTRICT	12/14/89	196.00
		THIRTEENTH DISTRICT	12/22/89	377.70

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
HELLMAN	POLICE OFFICER	ELEVENTH DISTRICT	10/17/89	25.00
HOLZINGER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/89	270.00
HUTTON	POLICE OFFICER	EIGHTH DISTRICT	12/28/89	674.75
HYLAND	POLICE OFFICER	SIXTEENTH DISTRICT	9/16/89	145.00
JAGLOWSKI	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	6/28/89	60.00
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/05/88	3125.75
JOSEPHS	POLICE OFFICER	EIGHTH DISTRICT	10/24/87	870.00
KALAFUT	POLICE OFFICER	TENTH DISTRICT	11/28/89	150.00
KANDL	POLICE OFFICER	TWENTYTH DISTRICT	6/24/89	58.00
KLASEN	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/18/89	50.00
KLEIN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88	1325.00
KOLOVITZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/03/87	417.70
KOPKE	POLICE OFFICER	SIXTEENTH DISTRICT	12/06/89	60.00
LAMEKA JR	POLICE OFFICER	INTELLIGENCE SECTION	9/06/89	80.00
LAW	POLICE OFFICER	FOURTH DISTRICT	12/30/89	1141.00
LEODORO	POLICE OFFICER	NINTH DISTRICT	11/05/89	409.00
LOIACONO	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/89	142.00
LYNN	POLICE OFFICER	FOURTH DISTRICT	10/26/89	376.00
MARCHFIELD	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	8/22/89	40.00
MCCANN	POLICE OFFICER	SIXTH DISTRICT	10/07/89	132.00
MCNAMARA	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/13/89	58.00
MESA	POLICE OFFICER	TENTH DISTRICT	8/21/89	75.00
MICHALAK	POLICE OFFICER	ELEVENTH DISTRICT	9/13/89	25.00
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	4/12/89	126.00
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	9/21/89	1998.00
NIELSON	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	4/24/88	65.00
NOMACZYK	POLICE OFFICER	TENTH DISTRICT	1/05/89	1250.50
OSTROM	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/05/87	292.00
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	3101.80
PALMER	POLICE OFFICER	THIRTEENTH DISTRICT	9/25/89	380.00
PATERSON	POLICE OFFICER	EIGHTEENTH DISTRICT	11/16/89	70.00
PETRUZZI	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/11/89	140.00
PHILLIPS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/15/89	1555.00
FINZINE	POLICE OFFICER	FOURTH DISTRICT	6/06/88	150.00
FLOZAJ	POLICE OFFICER	NINTH DISTRICT	4/17/89	83.00
FOREBSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/17/88	206.00
FORTILLO	POLICE OFFICER	CRIME LABORATORY DIVISION	6/17/85	150.00
FOSEY	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/89	535.00
FOWE	POLICE OFFICER	TENTH DISTRICT	11/28/89	175.00
FOWELL	POLICE OFFICER	NINTH DISTRICT	4/29/89	380.00
REINA	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/10/89	69.00
RHODES	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/12/89	1098.00
ROBERTS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/25/89	50.00
ROBINSON	POLICE OFFICER	NINTH DISTRICT	11/05/89	260.00
ROCK	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/26/89	362.50
RUSCH	POLICE OFFICER	ELEVENTH DISTRICT	12/10/89	285.00
SAHNAS	POLICE OFFICER	FIRST DISTRICT	12/04/89	91.00
		MAJOR ACCIDENT INVESTIGATION S	9/23/89	605.00
		SEVENTEENTH DISTRICT	8/29/89	30.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/06/90

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
BANCHEZ	POLICE OFFICER	FIRST DISTRICT	7/23/89	50.00
BASSO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	42.38
SCHWIEGER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/14/89	25.00
SEGRETI	POLICE OFFICER	SIXTEENTH DISTRICT	12/06/89	227.93
SEYFERLICH	POLICE OFFICER	NINETEENTH DISTRICT	12/08/89	411.70
SINGLETON	POLICE OFFICER	TENTH DISTRICT	12/15/89	907.50
SMITH	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/18/89	2765.50
SOTO	POLICE OFFICER	NINETEENTH DISTRICT	12/20/89	632.40
SOWINSKI	POLICE OFFICER	TWELFTH DISTRICT	6/24/89	70.00
SPAGNOLO	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/26/89	392.00
SPEROS-NERE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/03/89	26.00
STANEK-KURYBSZ	POLICE OFFICER	YOUTH DIVISION AREA THREE	12/04/89	51.00
STEVENSON	POLICE OFFICER	FOURTH DISTRICT	12/01/89	168.00
SUCHARSKI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88	140.00
TATHAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	16116.23
TERRANCE	POLICE OFFICER	EIGHTEENTH DISTRICT	12/04/89	105.00
THANDS	POLICE OFFICER	BAND CRIMES ENFORCEMENT DIVISI	8/05/89	1001.00
THIELMANN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/87	80.00
THOMAS	POLICE OFFICER	BAND CRIMES ENFORCEMENT DIVISI	10/19/89	165.00
THOMPSON	POLICE OFFICER	SEVENTH DISTRICT	8/21/89	550.00
TRAVIS	POLICE OFFICER	SEVENTEENTH DISTRICT	12/21/89	165.30
TRAYNDR	POLICE OFFICER	ELEVENTH DISTRICT	9/10/89	52.00
VLCEK	POLICE OFFICER	SIXTH DISTRICT	2/18/89	55.00
WILEY	POLICE OFFICER	SIXTH DISTRICT	12/27/89	700.50
WILLIAMS	POLICE OFFICER	TENTH DISTRICT	9/11/89	50.00
WILLIAMS	POLICE OFFICER	FIRST DISTRICT	10/27/89	103.00
WINSTEAD	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	11/16/89	185.00
ZENE	POLICE OFFICER	FIELD INQUIRY SECTION	12/15/89	340.00
CRAWFORD	CAPTAIN	BATTALION 1/ENGINE COMPANY 13	7/20/87	60.00
FITBCHEN	CAPTAIN	BATTALION 13	12/24/89	342.00
GREWE	PARAMEDIC	AMBULANCE 17	12/31/89	994.08
JANIA	PARAMEDIC	AMBULANCE 37	2/22/85	79.00
RENFROE	FIREFIGHTER	ENGINE COMPANY 73	12/30/83	1080.25
WALSH	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	1816.00

Number 13786 page 107111

...event the City shall be reimbursed by such member of the ...

(Continued from page 13783)

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration 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, 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.

Aldermen Bloom, Beavers and T. Evans submitted the following amendment:

"Section 4 is renumbered as Section 5 and a new Section 4 is inserted, as follows:

Section 4. No late payment penalty shall be applied on water charges for water service provided to owner-occupied residential buildings of four units or less."

On motion of Alderman Burke, the foregoing amendment was *Referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith -- 28.

Nays -- Aldermen Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, J. Evans, Henry, E. Smith, Davis, Figueroa, Giles, Shiller, Orr, Stone -- 16.

Thereupon, on motion of Alderman Bloom and Alderman Steele, the said proposed ordinance transmitted with the foregoing committee report was *Deferred* and ordered published.

Said proposed ordinance reads as follows:

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

SECTION 1. Chapter 185 of the Municipal Code of Chicago is hereby amended in Section 185-31 by adding the language in italics and deleting the language in brackets, as follows:

185-31. The rate for metered water shall be \$6.86 per 1,000 cubic feet, subject to a discount of \$0.17, approximately 2-1/2% for each 1,000 cubic feet if payment is received by the Department of Water within [21] 17 calendar days of the time the bill therefor is mailed as shown by the records of the Department of Water. If such payment is made to an agent of the City of Chicago authorized to collect water rates the agent shall transmit the amount of any bills so paid to the cashier of the Department of Water, in order that payment is received by the Department within [21] 17 calendar days of the time the bill therefor is mailed as shown by the records of the Department. An expired discount may be allowed on only one bill for any premises in each calendar year. *Effective upon the billing period commencing May 1, 1990, a late payment penalty assessed at a monthly rate of 1-1/2% shall be imposed on all water charges billed after May 1, 1990 in excess of \$10 for which payment in full is not received within 24 calendar days from the date the bill therefor was mailed as shown by the records of the Department of Water.* Where the correctness of a bill is disputed and where complaint of such incorrectness has been made within the period during which the bill for the premises involved would be subject to the usual discount, *or in the case of a late payment penalty, prior to the time the usual penalty would be imposed,* and where the adjusting of such complaint requires additional time, [said] the discount may be allowed *or the penalty held in abeyance* up to and including the [fifth] *tenth* day succeeding the remailing of such bill.

SECTION 2. Chapter 185 of the Municipal Code of Chicago is hereby amended in Section 185-37 by adding the language in italics and deleting the language in brackets, as follows:

185-37. The water rates or charges as herein or hereafter established, except where the water supply is controlled by meter, shall be paid semi-annually in advance at the office of the Department of Water. The semi-annual payments shall cover a period from the first day of May up to and including the thirty-first day of October of each and every year, and from the first day of November of each year up to and including the thirtieth day of April of the following year.

Bills shall be sent out at such times as may be convenient; and the Department of Water may divide the City into districts or divisions and send out such bills for service to all premises within such districts, or divisions, at different times or dates for each district or division.

A discount of approximately [two and one-half per cent] 2-1/2% shall be allowed if payment is received by the Department of Water within [twenty-one] 17 calendar days

of time the bill therefor is mailed as shown by the records of the department. If such payment is made to an agent of the City of Chicago authorized to collect water rates the [said] agent shall transmit the amount of any bills so paid to the cashier of the Department of Water in order that payment is received in the department within [twenty-one] 17 calendar days of the time the bill therefor is mailed as shown by the records of the department. An expired discount may be allowed on an unpaid bill or bills for any premises for only one semi-annual period in each biennium.

Effective upon the billing period commencing May 1, 1990, a late payment penalty assessed at a monthly rate of 1-1/2% shall be imposed on all water charges billed after May 1, 1990 for which payment in full is not received within 24 calendar days from the date the bill therefor was mailed as shown by the records of the Department of Water.

Where the correctness of an inspection on which an assessment is based on or an amount of refund calculated, is disputed, and where complaint of such correctness has been made within the period during which the bill for the premises involved would be subject to the usual discount or in the case of a late payment penalty, prior to the time the usual penalty would be imposed, and where the adjusting of such complaint requires additional time, [said] the discount may be allowed or the penalty held in abeyance up to and including the [fifth] tenth day succeeding the remailing of such bill.

SECTION 3. Chapter 185.1 of the Municipal Code of Chicago is hereby amended in subsection 185.1-2(a) by adding the language in italics and deleting the language in brackets as follows:

185.1-2. (a) A charge for sewer service and use of the sewerage system of the City of Chicago is hereby established. The charge shall be an amount equal to 78% of the amount charged for water service pursuant to Chapter 185 of this Code, whether such water service is metered or otherwise; property which is exempt from payment of a water service charge pursuant to Chapter 185, Section 185-47 of this code shall not be exempt from payment of a sewer usage fee, but shall pay an amount equal to 78% of the water rate which would be otherwise applicable, but for an exemption pursuant to Chapter 185, Section 185-47. However, such property as is owned and used in the immediate conduct of carrying out the purpose of any charitable, religious or educational institution, including the residence occupied by the janitor or caretaker of a religious institution if located on the premises of such religious institution, shall be exempt from the first [Five Hundred Dollar (J\$500.00)] charge for sewer service per semi-annual billing period.

Effective upon the billing period commencing May 1, 1990, a late payment penalty assessed at a monthly rate of 1-1/2% shall be imposed on all sewer usage fees billed after May 1, 1990 for which payment in full is not received within 24 calendar days from the date the bill therefor was mailed as shown by the records of the Department of Water. Where the correctness of a bill is disputed and where complaint of such incorrectness has been made prior to the time the usual penalty would be imposed, and where the adjusting of such complaint requires additional time, the penalty may be held in abeyance up to and including the tenth day succeeding the remailing of such bill.

SECTION 4. This ordinance shall take effect on May 1, 1990.

COMMITTEE ON AVIATION.

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

The Committee on Aviation submitted the following report:

CHICAGO, April 3, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance (referred on March 21, 1990) from the Department of Aviation authorizing execution of a lease of office space at Chicago Midway Airport to the Federal Bureau of Investigation, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago Midway Airport ("Airport") in Chicago, Illinois, and possesses the power and authority to grant leases with respect thereto; and

WHEREAS, The Federal Bureau of Investigation, a federal agency of the United States Government ("Lessee") desires to occupy a small office at the Airport for the purpose of utilizing it as a command post in airport emergency situations; and

WHEREAS, The rental for the office is \$1.00 per year and the City shall supply the heat, light and electric service as required; and

WHEREAS, Lessee represents that it is ready, willing and able to lease the office for the purpose stated above; and

WHEREAS, City has determined that Lessee is qualified to lease the office space for the purpose stated above; and

WHEREAS, City deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Lessee a lease for an office to be utilized as a command post in emergency situations; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute on behalf of the City of Chicago, a lease with the Federal Bureau of Investigation for certain premises at Chicago Midway Airport substantially in the form attached hereto as Exhibit A.

SECTION 2. This ordinance shall take effect immediately upon its passage.

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

of time the bill therefor is ~~shown~~ **Exhibit "A"** shown by the records of the department. If such payment is made to an agent of the City of Chicago authorized to collect water rates the said agent shall transmit the amount of any bills so paid to the cashier of the Department of Water in order that payment is received in the department within ~~the~~ **United States Government Lease For Real Property** is mailed as shown by the records of the department. An expense account may be allowed on an unpaid bill or bills for the amount of any bills so paid to the agent.

(Standard Form 2 February 1965 Edition General Services Administration F.P.R. (41 C.F.R.) 1-15 601).

Date Of Lease _____

Lease No. _____

This Lease, made and entered into this date by and between the City of Chicago, whose address is 20 North Clark Street, Suite 3000, Chicago, Illinois 60602-4194 and whose interest in the property hereinafter described is that of Owner, hereinafter called the Lessor, and the United States of America, hereinafter called the Government:

Witnesseth:

The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

An area of approximately 160 square feet of office space, Room 302, located on the 3rd floor of the former Air Traffic Control Tower in the terminal building at Chicago Midway Airport, 5700 South Cicero Avenue, Chicago, Illinois 60638,

to be used by the Federal Bureau of Investigation.

2. To Have And To Hold the said premises with their appurtenances for the term beginning on October 1, 1989 through September 30, 1990, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$1.00 at the rate of \$1.00 per year in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Owner.

EXHIBIT "B"
(Page 2 of 3)

4. The Government may terminate this lease at any time by giving at least thirty (30) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

[Attachment "E" to this Exhibit "A" printed on pages 13797 through 13798 of this Journal.]

Attachments "A" through "D" to this Exhibit "A" read as follows:

Attachment "A" To Lease Number _____.

9. This Lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the Lease renewed each year for one additional year unless the Government gives the Lessor 30 days written notice that it will not exercise its option before this Lease or any renewal thereof expires; provided that no renewal thereof shall extend the period of occupancy beyond September 30, 1994; and provided further, that adequate appropriations are available from year to year for the payment of rentals.

10. The initial term of the Lease shall be as stated in Article 2, Subsequent Terms. If the renewal terms of Article 9 are exercised, they are (1) October 1, 1990 through September 30, 1991 and (2) October 30 through September 30 of each succeeding Government fiscal year.

11. The Lessor shall alter the space in accordance with the Attachment "E" drawing of the space.

12. The Lessor shall furnish without cost to the Government, parking equal to the Lessor's employees for one Government vehicle and one employee vehicle.

Attachment "B" To Lease Number _____.

FAR 52.203-7 Anti-Kickback Procedures (February, 1987)

(a) Definitions.

"Kickback", as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable

treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person", as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime Contract", as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment or services of any kind.

"Prime Contractor Employee", as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract", as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor", as used in this clause, (1) means any person other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor Employee", as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including directly or indirectly, the amount of kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c) (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

Attachment "C" To Lease Number _____.

(a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95- 563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessors claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365 or 366 day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

Attachment "D" To Lease Number _____ may be terminated at any time by giving at least thirty days notice in writing. If the Lease is terminated, no rental shall accrue after the effective date of termination. See _____ for details commencing with the day after the Prompt Payment Act (Public Law 97-177)

This contract is subject to the Prompt Payment Act (Public Law 97-177 and the Prompt Payment Act Amendments of 1988 Public Law 100-496) and Office of Management and Budget Circular A-125 as follows:

Payment Due Date (Contract)

(A) Payment under this contract will be made in arrears. Payment will be due on the tenth workday of the month immediately following the end of the contract period for which payment is being made.

(B) The date of the check issued in payment shall be considered to be the date payment is made.

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

The Committee on Aviation submitted the following report:

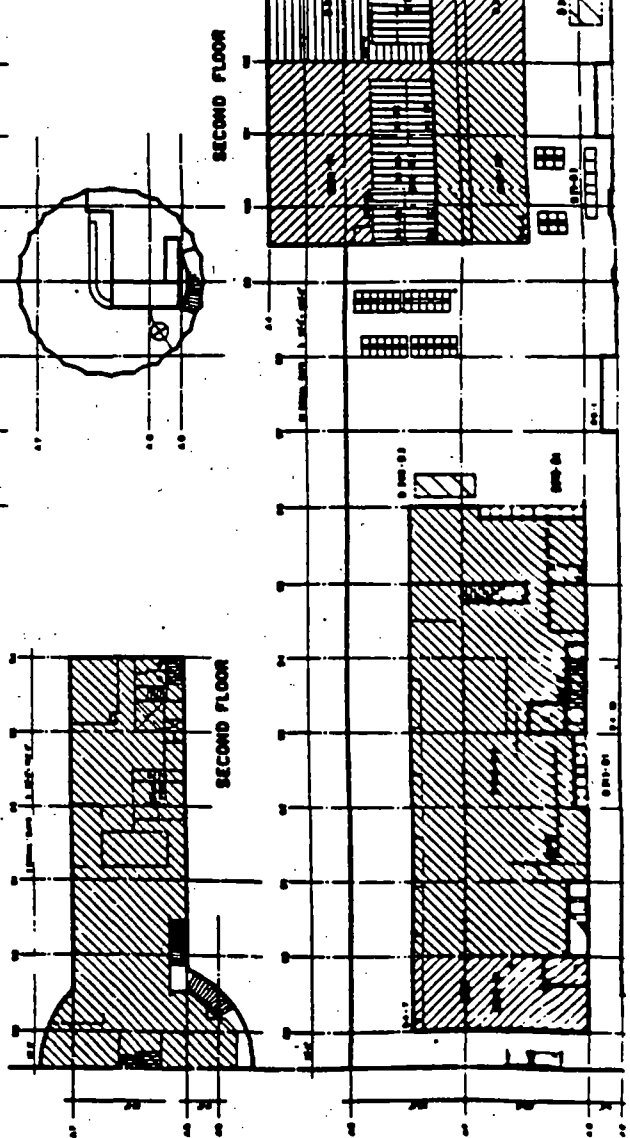
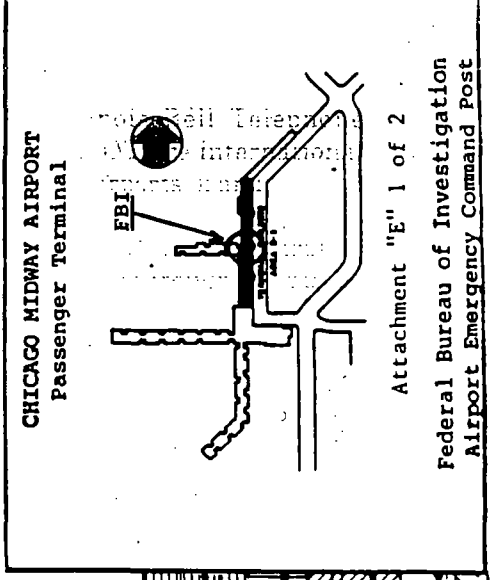
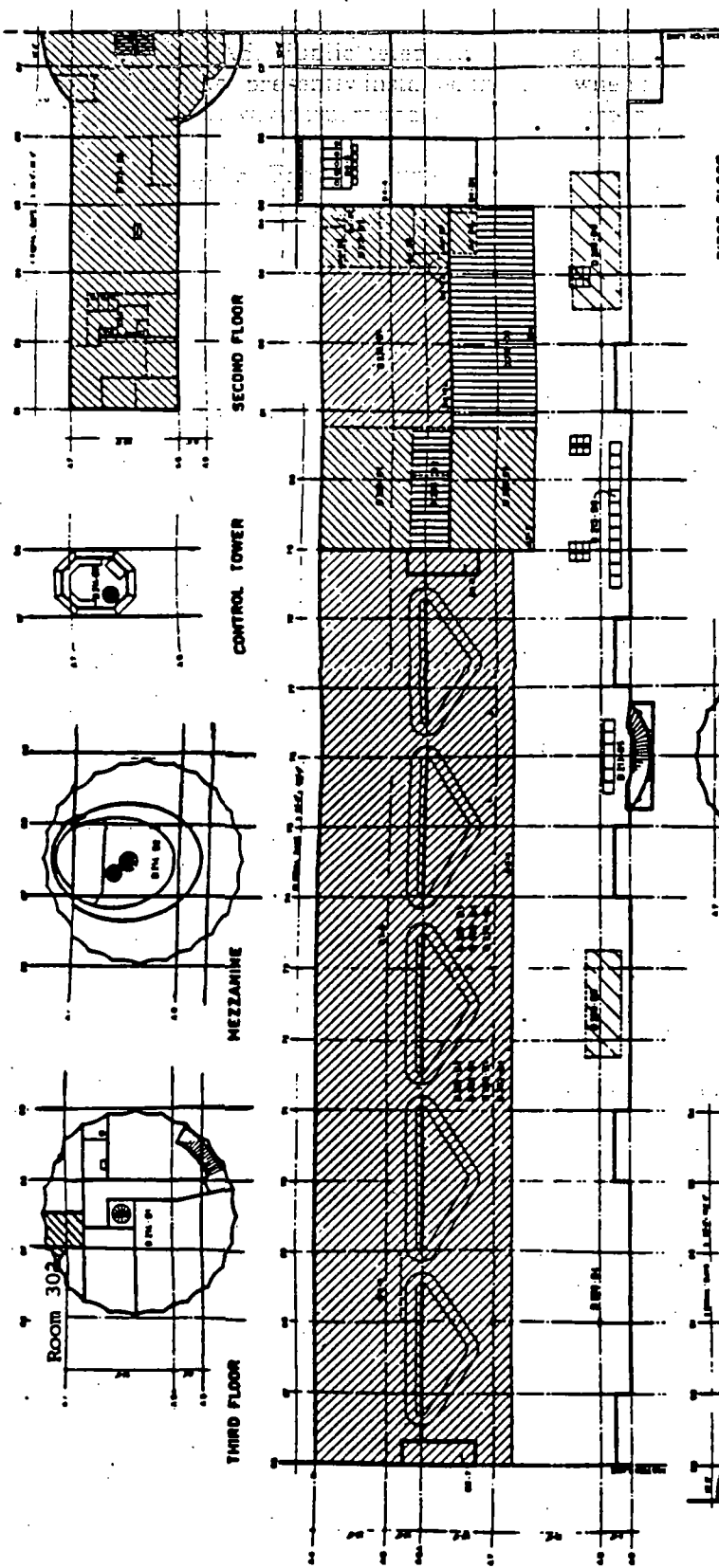
CHICAGO, April 3, 1990.

To the President and Members of the City Council:

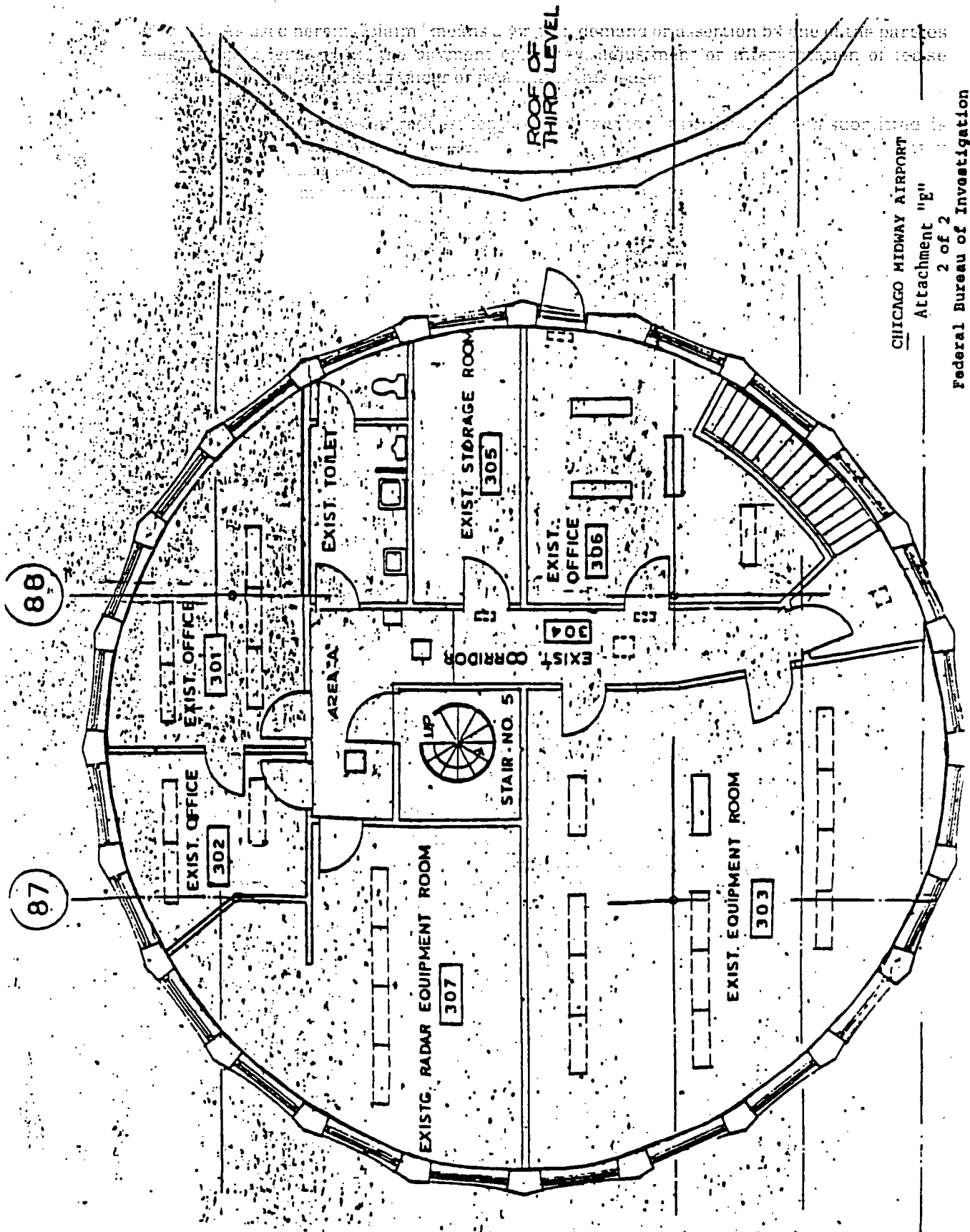
Your Committee on Aviation, to which was referred an ordinance (referred on March 21, 1990) from the Department of Aviation authorizing an amendment to the 1983 -- 1985 Airport Use Agreement and Terminal Facilities Lease between the City and Continental Airlines, Incorporated at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

(Continued on page 13799)



Attachment "E" 1 of 2
 Federal Bureau of Investigation
 Airport Emergency Command Post



CHICAGO MIDWAY AIRPORT
 Attachment "g"
 2 of 2
 Federal Bureau of Investigation

*Amendment Number 1 To The Amended And Restated
Airport Use Agreement And Terminal
Facilities Lease.*

This Amendment Number 1 to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, made and entered into as of this ___ day of _____, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and Continental Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, It is necessary and advisable to amend the Use Agreement in certain respects;

Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. The revised Exhibits J-1 and K-1, copies of which are attached hereto as Exhibits A and B respectively are hereby substituted for Exhibits J-1 and K-1 attached to the Use Agreement, and Exhibits J-2 and K-2 attached to the Use Agreement are hereby deleted from the Use Agreement.

Section 2. This Amendment Number 1 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.

In Witness Whereof, City has caused this Amendment No. 1 to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment No. 1 to be executed on its behalf by its _____ President and its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[Exhibits "A" and "B" attached to this Amendment Number 1 to the
Amended and Restated Airport Use Agreement and Terminal
Facilities Lease printed on pages 13801 through
13807 of this Journal.]

...and all employees are
 their race, creed, color,
 shall include, but not be
 demotion or transfer;
 rates of pay or

**EXHIBIT "A".
 (Page 1 of 5)**

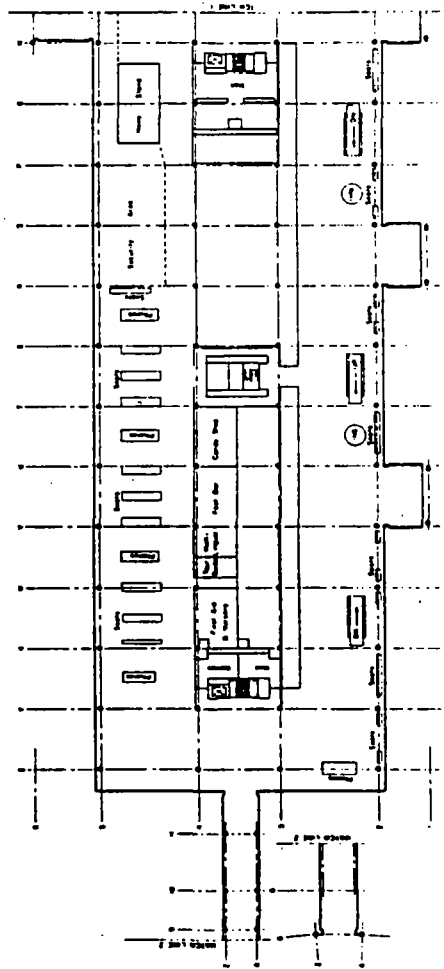
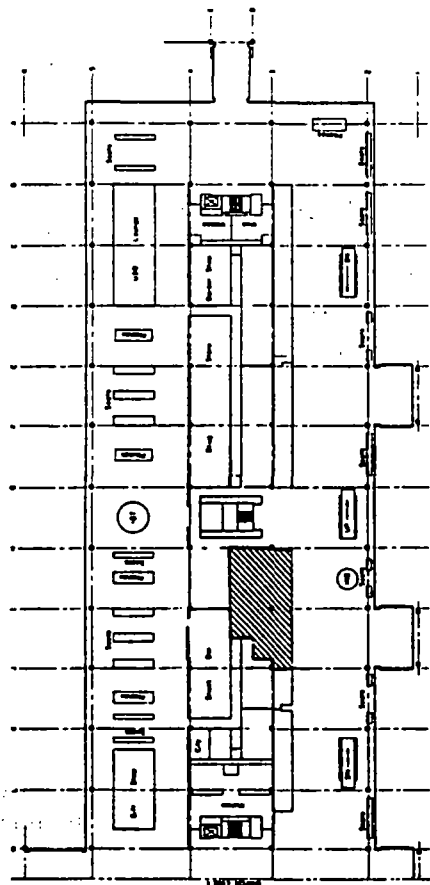
Exhibit J-1.

Airline's Phase II Exclusive Use Premises.

(a) City and Airline agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 2 and Concourse F, which are depicted in the drawings of this Exhibit J-1, shall comprise approximately 29,164 square feet, of which 28,549 square feet shall be deemed Airline's existing footage, and approximately 615 square feet shall be deemed Airline's additional footage.

EXHIBIT "A"
(Page 2 of 5)

TERMINAL 2 UPPER LEVEL

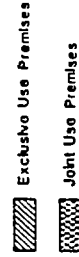


Terminal No. 2

Basement	0
Lower Level	8,101
Upper Level	1,669
Mezzanine	0
Total	9,770

Concourse F

Lower Level	12,330
Upper Level	7,064
Total	19,394
Grand Total	29,164
Existing Footage	28,549
Additional Footage	615



DRAWING 1

EXHIBIT
J-1

**CONTINENTAL AIRLINES
EXCLUSIVE USE PREMISES**

8/89

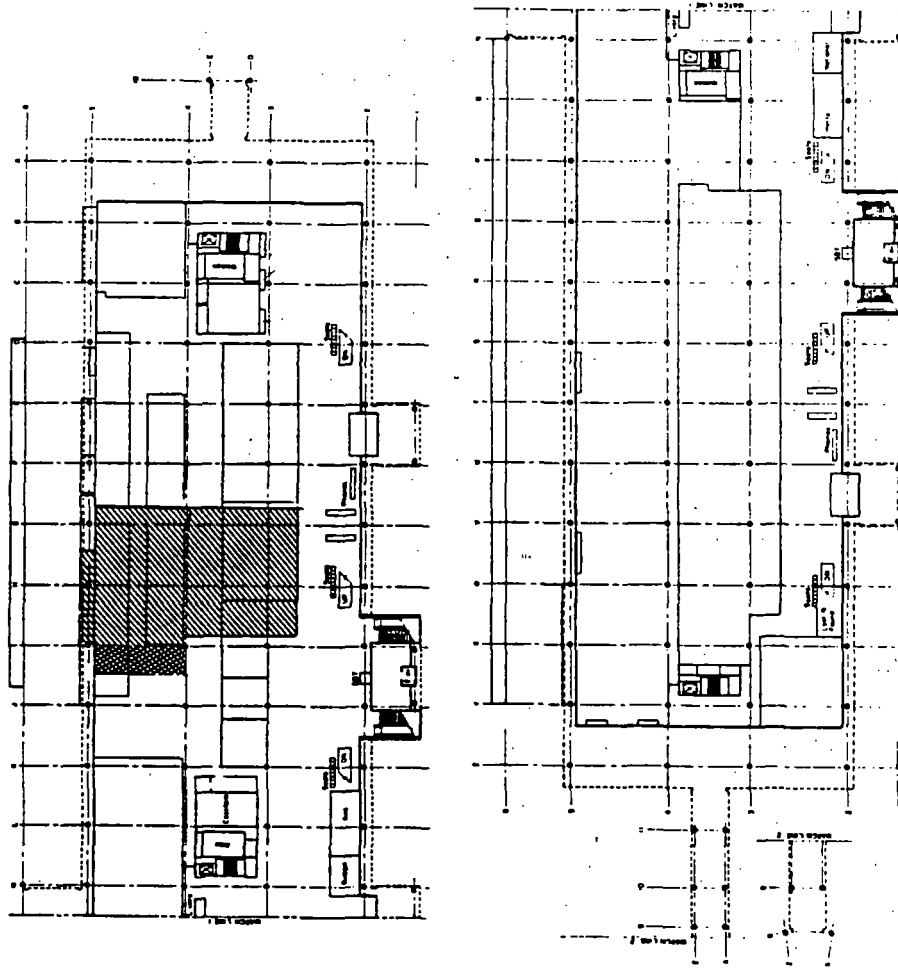
Aviation Consultant
Landrum & Brown



Department of Aviation
Commissioner
Howard Starkie, Ph.D.

Chicago O'Hare International Airport
City of Chicago
Engineering
George Sawyer, Mayor

EXHIBIT "A"
(Page 3 of 5)

TERMINAL 2 LOWER LEVEL



 Exclusive Use Premises
 Joint Use Premises

DRAWING 2

ENCLOSURE
J-1

CONTINENTAL AIRLINES
EXCLUSIVE USE PREMISES

8/89

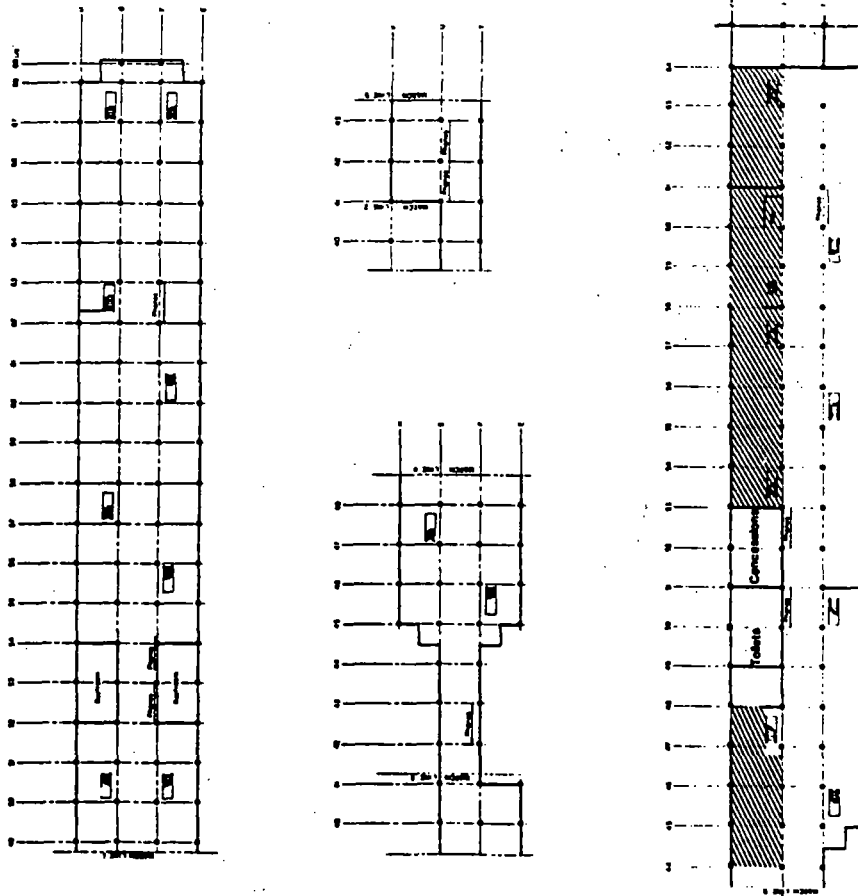
Aviation Consultant
LandrumBrown



Department: Howard Stralbeck, Ph.D.
Commissioner
of Aviation of Aviator

Chicago O'Hare
City of Chicago
Eugene Sawyer
International Airport Mayor

EXHIBIT "A"
(Page 4 of 5)

CONCOURSE E/F UPPER LEVEL



 Exclusive Use Premises
 Joint Use Premises

DRAWING 3

Chicago O'Hare City of Chicago
 International Airport Eugene Sawyer
 Mayor

Department Howard Starobek, Ph.D.
 Commissioner
 of Aviation

Aviation Consultant
Landrum & Brown

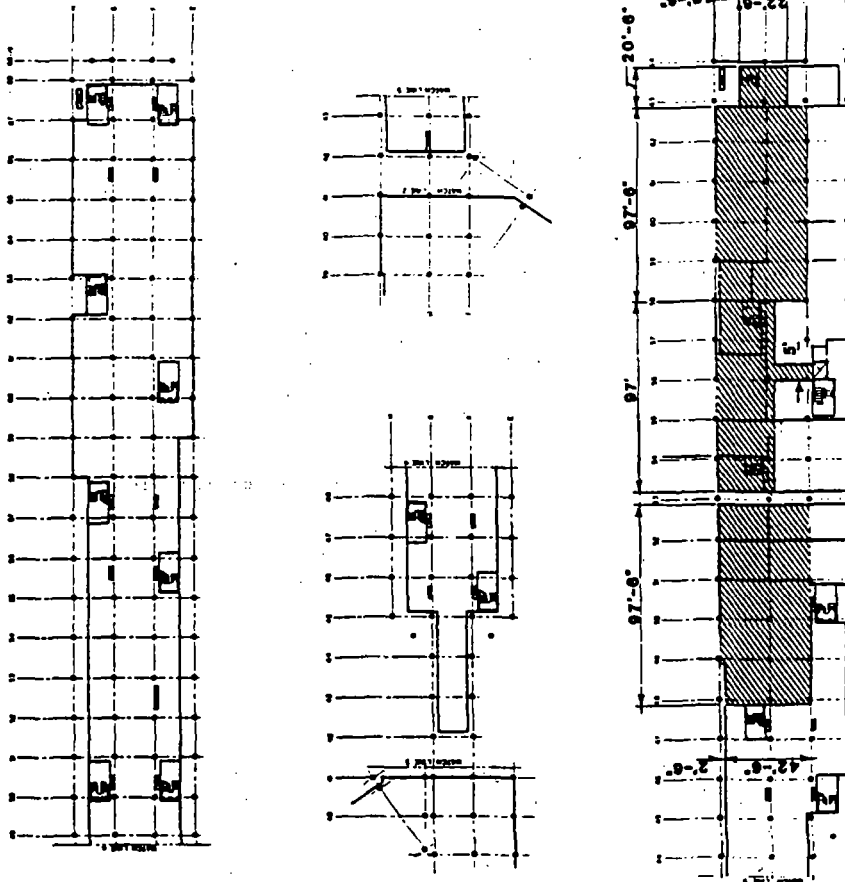
Exhibit
J-1

**CONTINENTAL AIRLINES
 EXCLUSIVE USE PREMISES**

8/89

EXHIBIT "A"
(Page 5 of 5)

CONCOURSE E/F LOWER LEVEL



Exclusive Use Premises
 Joint Use Premises

DRAWING 4



8/89

CONTINENTAL AIRLINES
EXCLUSIVE USE PREMISES

Aviation Consultant
Landrum & Brown

Department of Aviation
 Commissioner
 Howard Standback, Ph.D.

Chicago O'Hare International Airport
 Eugene Sawyer
 Mayor

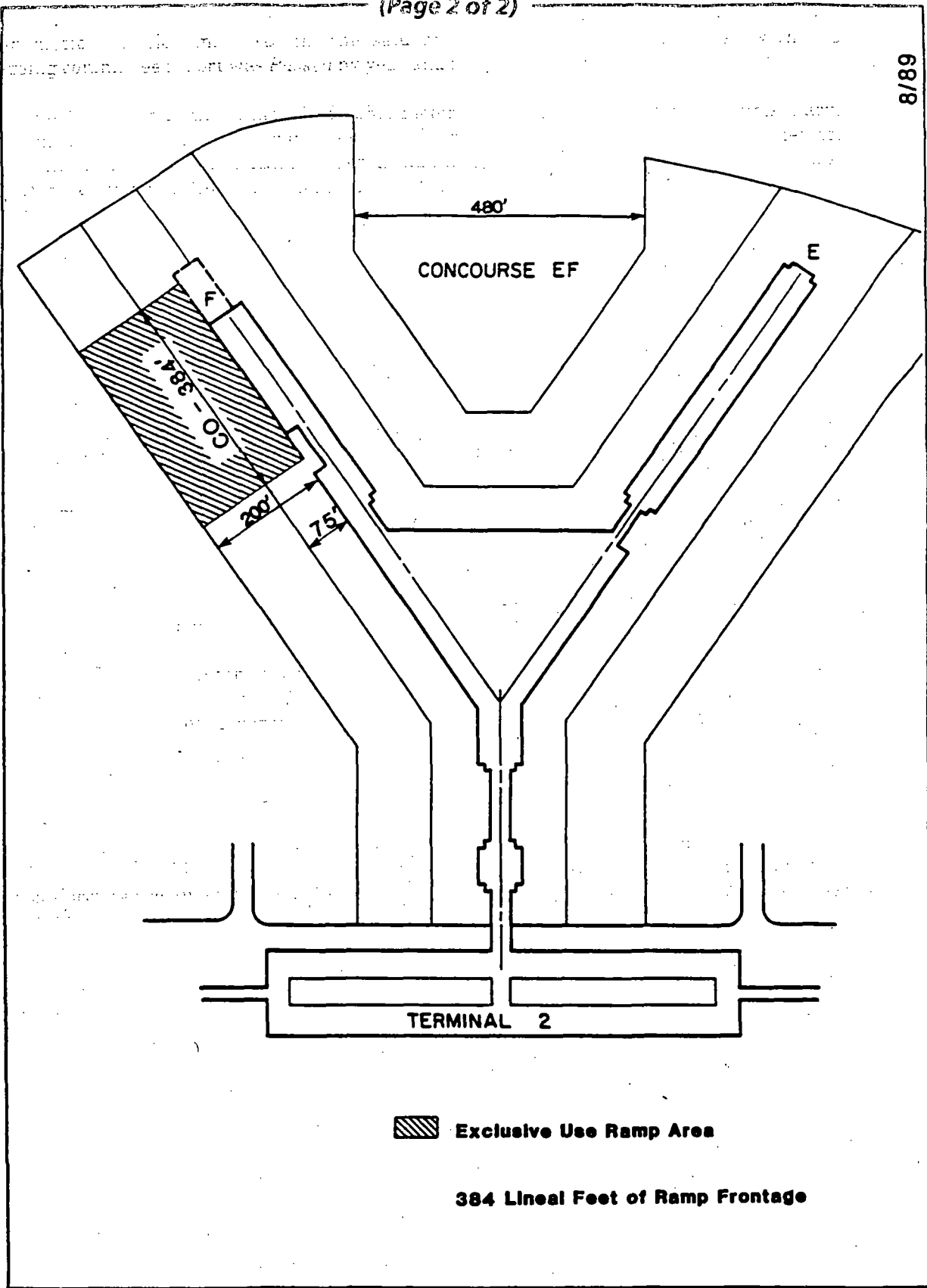
EXHIBIT "B"
(Page 1 of 2)

Exhibit K-1.

Airline's Phase II Aircraft Parking Area.

(1) City and Airline agree that Airline's Phase II Aircraft Parking Area shall consist of 384 linear feet of ramp frontage as shown on Exhibit K-1.

EXHIBIT "B"
(Page 2 of 2)



CHICAGO O'HARE INTERNATIONAL AIRPORT
 CHARGE AIRCRAFT
 LANDSLIP & BAYWAY
 CONTINENTAL AIRLINES
 AIRCRAFT PARKING AREA
 8/89
 K-1

EXECUTION OF CONSENT TO ASSIGNMENT AND ASSUMPTION OF
HANGAR SITE LEASE BETWEEN TRANS WORLD AIRLINES,
INCORPORATED AND AMERICAN AIRLINES
FOR CERTAIN PREMISES AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, April 3, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation to execute on behalf of the City of Chicago a consent to an assignment and assumption of lease between Trans World Airlines, Incorporated and American Airlines for certain premises at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a consent (the "Consent") to an assignment and assumption of lease (the "Assignment") between Trans World Airlines, Incorporated and American Airlines for certain premises at Chicago O'Hare International Airport.

The Assignment and Consent are to be substantially in the following forms attached hereto as Exhibit A and Exhibit B, respectively:

[Exhibits "A" and "B" immediately follow Section 2
of this ordinance.]

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

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

Exhibit "A".

Assignment And Assumption Of Lease.

Know That, Trans World Airlines, Incorporated, a Delaware corporation having an office at 100 South Bedford Road, Mount Kisco, New York 10549 (the "Assignor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by American Airlines, Incorporated, a Delaware corporation, having an office at 4200 American Boulevard, Fort Worth, Texas 76155 (the "Assignee"), hereby assigns unto the Assignee as of the Facilities Closing Date (as referred to below) a certain Hangar and Hangar Site Lease (the "Hangar Lease"), dated January 1, 1959, as amended, made by and between the City of Chicago, (the "Landlord") and the Assignor, covering certain premises located at Chicago O'Hare International Airport, City of Chicago, Counties of Cook and Du Page, State of Illinois, as more particularly described in the Hangar Lease.

In consideration of said assignment and the consent of the Landlord to the assignment, the Assignee hereby assumes and agrees to perform and comply with all of the covenants and conditions of the Hangar Lease to be performed or complied with by the Assignor as the "Airline" under the Hangar Lease on or after the Facilities Closing Date, the effective date of said assignment as defined in the Hangar Lease Assignment Agreement and Assignment, dated December 17, 1989, between Trans World Airlines, Incorporated, as Assignor, and American Airlines, Incorporated, as Assignee.

This assignment and assumption is made pursuant to (i) that certain Asset Purchase Agreement between Assignor and Assignee dated December 17, 1989; and (ii) that certain Hangar Lease Assignment Agreement and Assignment, dated December 17, 1989 and nothing contained herein shall effect Assignor's or Assignee's respective rights and responsibilities under the Asset Purchase Agreement and the Hangar Lease Assignment Agreement and Assignment.

In Witness Whereof, The Assignor and Assignee have executed this Assignment and Assumption of Lease as of _____, 1990.

[Signature forms omitted for printing purposes.]

Exhibit "B".

Consent To Assignment And Assumption Of Lease.

The undersigned City of Chicago, as the landlord under that certain Hangar and Hangar Site Lease dated as of January 1, 1959, with Trans World Airlines, Incorporated ("Lease"), hereby consents to the foregoing assignment of said Lease by Trans World Airlines, Incorporated ("T.W.A."), to American Airlines, Incorporated ("American") and the foregoing assumption of said Lease by American. Notwithstanding any agreement between T.W.A. and American to the contrary, the City's consent to assignment and assumption of such Lease is conditioned on the assumption by American of all terms and conditions, and duties and liabilities of T.W.A. under the Lease.

Execution of this Consent To Assignment and Assumption of Lease authorized by ordinance of the City Council of the City of Chicago passed _____ (Council Journal of Proceedings pages _____ through _____).

[Signature forms omitted for printing purposes.]

EXECUTION OF AMENDMENT OF CONTRACT WITH A.T. & T. COMMUNICATIONS, INCORPORATED PROVIDING FOR LONG-DISTANCE SERVICE FOR PUBLIC TELEPHONES AT CHICAGO O'HARE INTERNATIONAL AIRPORT, CHICAGO MIDWAY AIRPORT AND MERRILL C. MEIGS FIELD.

The Committee on Aviation submitted the following report:

CHICAGO, April 3, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation to execute on behalf of the City of Chicago an interim one (1) year agreement between the City of Chicago and A.T. & T. Communications, Incorporated whereby A.T. & T. Communications, Incorporated will provide long distance service for the public telephones located at the City's airports, begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

~~The following is said ordinance as passed:~~ subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to

~~WHEREAS, Public telephones owned and maintained by Illinois Bell Telephone Company are presently installed in City-owned real estate located at O'Hare International Trans Airport, Midway Airport and Meigs Field Airport (collectively, the "Airports"); and~~

WHEREAS, The Department of Aviation of the City of Chicago ("D.O.A.") desires to have a long distance telephone company provide long distance services through the public telephones at the Airports ("Dial 0 Plus"); and

WHEREAS, The City has been obtaining "Dial 0 Plus" services from A.T. & T. Communications, Incorporated ("A.T. & T."); and

WHEREAS, Pursuant to an ordinance passed by the City Council on June 28, 1989 (Council Journal of Proceedings, pages 2528 to 2535) attached hereto as Exhibit "A", the City entered into a contract with A.T. & T. for obtaining "Dial 0 Plus" services at the Airports (the "Contract"); and

WHEREAS, Pursuant to the terms of the Contract, the Contract has been extended by the parties, and such extension of the Contract shall expire on April 1, 1990; and

WHEREAS, The City has put out a request for proposals for providing "Dial 0 Plus" Services at the Airport ("R.F.P."); and

WHEREAS, It is anticipated that the City will reach agreement with a new contractor within four months to provide "Dial 0 Plus" services at the Airports; and

WHEREAS, D.O.A. desires to extend the Contract until such time as a contractor chosen based on the R.F.P. shall be prepared to perform "Dial 0 Plus" services; and

WHEREAS, A.T. & T. is ready, willing and able to continue supplying "Dial 0 Plus" services; now, therefore,

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

SECTION 1. The Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality is hereby authorized to execute on behalf of the City of Chicago an amendment of the Contract with A.T. & T., substantially in the form attached hereto as Exhibit "B".

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

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

Exhibit "A"

... Agreement... 224 feet of ...
... West Lawrence Avenue, from North ...
... of ...

This Agreement (the "Agreement") is entered into by and between the City of Chicago, a municipal corporation of the State of Illinois, acting by and through its Department of Aviation ("City") and A.T. & T. Communications, Incorporated, a Delaware corporation registered to do business in the State of Illinois ("A.T. & T."), as of this April 1, 1989.

Recitals.

Whereas, Telephones for the use of the public, owned and maintained by Illinois Bell Telephone Company ("Public Telephones") are presently installed in City-owned real estate located at O'Hare International Airport, Midway Airport and Meigs Field Airport (collectively the "Airports"); and

Whereas, Pursuant to a certain court order entered in the United States District Court for the District of Columbia, Civil Action No. 82-0192 on October 14, 1988, the City was given the option to select (for a period of time as of yet undetermined by the Court) a long distance telephone company to provide operator assisted "Dial 0 Plus" interlata long distance services for calls to locations outside the local service area ("Dial 0 Plus"); and

Whereas, In consideration of those payments to be made and obligations assumed by A.T. & T. under the Agreement, the City selected A.T. & T. to provide "Dial 0 Plus"; and

Whereas, A.T. & T. will, as a result of the City's selection, derive substantial revenues from the placement by members of the public of "Dial 0 Plus" long distance calls through the Public Telephones at the Airports; now therefore, the City and A.T. & T. agree as follows:

1. The City hereby selects A.T. & T. as the long distance carrier providing "Dial 0 Plus" for all Public Telephones at the Airports. The City shall provide Illinois Bell Telephone Company such documentation as may be necessary to effectuate this selection. The City's obligation to continue with A.T. & T. as the long distance carrier providing "Dial 0 Plus" shall cease and the Agreement shall terminate on October 1, 1989.
2. Upon termination of the Agreement, the City shall be entitled to enter into another Agreement with any carrier providing long distance "Dial 0 Plus" telephone service. In the event that the City switches over to a carrier other than A.T. & T., the City shall be responsible for any applicable switchover fees.

3. Simultaneously with execution of this Agreement by the City, A.T. & T. paid the City the amount of \$1,810,000.00, receipt of which is acknowledged by execution of the Agreement by the City.
4. In the event that the billed revenues for A.T. & T. long distance operator assisted calls (i.e., collect calls, credit card calls, and calls billed to a third number) from Public Telephones at the Airports exceed \$7,000,000 during the six-month period of time commencing on April 1, 1989 and ending on October 1, 1989, (the "Revenues") A.T. & T. shall pay to the City, no later than November 3, 1989, an amount equal to 18% of that amount of Revenues in excess of \$7,000,000.00.
5. In the event of any extension of this Agreement past October 1, 1989, such extension not to exceed six months in total, A.T. & T. shall pay to the City in advance \$210,000 per month, payable within the first five (5) days of each month, as a minimum guarantee. This minimum amount shall be increased at month end to equal 18% of the gross revenue generated by the telephones at the Airports, if applicable.
6. In providing "Dial 0 Plus" services through the Public Telephones at the Airports A.T. & T. shall comply with all applicable federal, state and local laws, regulations, tariffs, and court orders.
7. A.T. & T. will provide a monthly report to the City containing, for each Public Telephone at the Airports, the telephone number of each payphone, the total revenue generated by each phone, total messages generated by the phone message service, total minutes usage per phone, and a summary of each of the above categories.
8. The City shall be entitled to terminate this Agreement at any time prior to October 1, 1989 by refunding to A.T. & T. an amount bearing the same ratio to \$1,810,000.00 as the number of days running from April 1, 1989 to the effective date of termination bears to a period of 180 days.
9. A.T. & T.'s rates are pursuant to tariff and are a matter of public record.
10. In the event that at any time, and for any period of time exceeding seventy-two (72) hours, A.T. & T. is unable to provide "Dial 0 Plus" services to any Public Telephone at the Airports for reasons attributed to A.T. & T. and/or to A.T. & T.'s lines, installations, devices or operations, the City shall be entitled to terminate this Agreement, by written notice to A.T. & T. without being obligated to refund to A.T. & T. any monies paid by A.T. & T. to the City pursuant to this Agreement.
11. The City shall incur no responsibility for payment of any "Dial 0 Plus" services provided by A.T. & T. through the Public Telephones at the Airports pursuant to the Agreement.

12. **Personnel.** Salaries of employees of A.T. & T. in performing under the Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 918; 62 Stat. 740; 63 Stat. 108; Title 18 U. S., Section 871; and Title 40 U.S.C., Section 276c). A.T. & T. shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions, including but not limited to the terms contained in this section, in all subcontracts under this Contract to insure compliance with this section and such regulations, and shall be responsible for the submission of affidavits required thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from requirements thereof.

13. **Conflict Of Interest.**

No member of the governing body of the City and no other officer, employee or agent of the City, shall have any personal, financial or economic interest, direct or indirect, in the Agreement, or any subcontract resulting therefrom. The Agreement is subject to, and A.T. & T., its subcontractors of any tier, agents, employees and consultants shall comply with all requirements of and avoid engaging in any acts or conduct which would result in, or would entice any third party to commit, a violation of Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics".

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of the Agreement or to any benefit to arise herefrom if said Agreement is funded in whole or in part, directly or indirectly, by the Federal Government. No member of the governing body or officer, employee or agent of other units of government who exercises any functions or responsibilities in connection with: (i) the Agreement and (ii) "Dial 0 Plus" services, shall have any personal, financial or economic interest, direct or indirect, in the Agreement or any subcontract resulting therefrom.

14. **Nondiscrimination.**

A.T. & T., in performing under the Agreement shall not discriminate against any workers, employees, or applicants, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. A.T. & T. shall take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. A.T. & T. shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. A.T. & T. further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 1403 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and is further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub, as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

15. Confidentiality.

Any technical or business information or data disclosed or furnished to the City by A.T. & T. ("Information") including all information relating to A.T. & T. calls, remains the property of A.T. & T. When in tangible form, this information must be returned upon request. All such information must be kept confidential by the City and used only in the City's performance under this Agreement, unless the information was previously known to the City without any obligation of confidentiality or is made public by A.T. & T. or is required to be disclosed by law.

All of the reports, information, or data prepared or assembled by A.T. & T. under the Agreement are confidential, and A.T. & T. agrees that said reports, information or data, shall not be made available to any individual or organization without the prior written approval of the City, except as mandated by law.

16. Subletting And Assignment.

A.T. & T. shall not assign the Agreement or any part thereof, except to a parent or subsidiary company, without the written consent of the Commissioner of Aviation of the City of Chicago. In no case shall such consent relieve A.T. & T. from the obligations under, or change the terms, of the Agreement.

Any unauthorized assignment, either in whole or in part, or any interest herein, shall cause the annulment of said transfer or assignment so far as the City is concerned.

17. A.T. & T. will indemnify, keep and save harmless the City, its agents, officials and employees against all suits or claims, including attorneys fees and court costs, that may be based on any injury to persons or property that is the result of an error, omission or willful or negligent act of A.T. & T. or any person employed by A.T. & T. in the performance under this Agreement.

18. If the Federal Communications Commission, State Public Utilities Commission or a court of competent jurisdiction issues an order or ruling which contains terms or conditions that change rules and regulations so that the City is not permitted to select the long distance carrier for all "Dial O Plus" interlata calls from the covered telephones, or if A.T. & T. is prohibited by one of the above mentioned bodies from paying the fees provided herein, the City's duty to route all such calls to A.T. & T. will end and A.T. & T. may terminate this Agreement by sending written notice to the City. Termination of this Agreement under this paragraph will not give the City any right to seek damages from A.T. & T. as long as A.T. & T. complies with its obligations to the City up to the date of termination.

19. Insurance.

A.T. & T. Communications will purchase and maintain during the life of this Agreement insurance coverage which will satisfactorily insure them against claims and liabilities which could arise because of the execution and performance of Agreement. The insurance coverages required are as follows:

A. Workmen's Compensation insurance covering A.T. & T. for any and all claims which may arise against A.T. & T. because of the Workmen's Compensation and Occupational Disease Acts of the State of Illinois. The Employer's Liability Section of the Workmen's Compensation policy shall have a limit of not less than \$100,000.00.

- B. Comprehensive Liability insurance protecting A.T. & T. against any and all liability claims which may arise in the course of performance of this contract with limits of \$1,000,000.00 per occurrence on bodily injury, property damage, and personal injury, and name the City of Chicago as an additional insured.
- C. Comprehensive Automobile-Liability insurance, including Employers Non-Ownership and Hired Car Coverage protecting A.T. & T. against automobile claims whether on or off the owner's premises with bodily injury and property damage limits of \$1,000,000.00 per occurrence and name the City of Chicago as an additional insured.

The Comprehensive General Liability and Contractual Liability coverages, or any combination thereof, will also protect A.T. & T. at least to the same limits of liability against claims which may arise because of the indemnity or contractual agreement contained within this Contract. The City of Chicago pursuant to and in accordance with the requirements of Illinois law accepts the fact that A.T. & T. Communications is self-insured for the first \$2.5 Million of general liability insurance, workmen's compensation insurance, and has coverage for excess liability. A.T. & T. will furnish the City of Chicago copies of Certificates of Insurance evidencing coverages as stated above within thirty days of the execution of this Agreement.

In Witness Whereof, The parties hereto have caused this Agreement to be executed under their respective seals on the day and year above written.

[Signature forms omitted for printing purposes.]

Exhibit "B".

Amendment.

This Amendment (the "Amendment") is entered into by and between the City of Chicago, a municipal corporation of the State of Illinois, acting by and through its Department of Aviation ("City") and A.T. & T. Communications, Incorporated, a Delaware corporation registered to do business in the State of Illinois ("A.T. & T."), as of this _____ day of _____, 1990.

Recitals.

Whereas, The City entered into a contract with A. T. & T. for obtaining Dial O Plus long distance telephone services for the public telephones presently installed in City-owned real estate (the "Contract") located at O'Hare International Airport, Midway Airport and Meigs Field Airport (the "Airports"); and

Whereas, The parties desire to extend the Contract for a period of up to one year; now, therefore, the City and A. T. & T. agree as follows:

1. The Contract is hereby extended for one year, until March 30, 1991; provided, however, that the City shall be entitled to terminate the Contract as amended at any time by providing A. T. & T. with prior thirty (30) days written notice.

2. A. T. & T. shall pay to the City in advance \$210,000 per month of this extension as a minimum guarantee, on or before the fifth day of the month. In the event eighteen percent (18%) of the Revenues (as defined in the Contract) generated by the Public Telephones at the Airports in any calendar month exceeds the minimum guarantee, A. T. & T. shall make an additional payment in the amount by which the aforementioned percentage of Revenues exceeds the minimum guarantee. Such payment shall be made on or before the twentieth day of the following month.

3. The Contract is otherwise unchanged and shall remain in full force and effect.

In Witness Whereof, The parties hereto have caused this Amendment to be executed on the day and year above written.

[Signature forms omitted for printing purposes.]

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM SALVAGE TO AFC
FAMILY CARES MISSION UNDER FAMILY
AND YOUTH SERVICES PROGRAM.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 6, 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 reprogramming of Year XV Community Development Block Grant funds from salvage to the AFC Family Cares Mission under the Family and Youth Services Program, in the amount of \$30,000, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, 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 Council of the City of Chicago passed an ordinance on December 14, 1988 which set forth the Community Development Block Grant Year XV Program budget; and

WHEREAS, The City appropriated \$37,112,434 in C.D.B.G. Year XV for Public Services, including \$1,740,200 to the Family and Youth Services Program; and

WHEREAS, Included in this program is a contract with the AFC Family Cares Mission; and

WHEREAS, The Commissioner of the Department of Human Services has requested that AFC Family Cares Mission receive an additional \$30,000 under this program to be reprogrammed from C.D.B.G. Year XV salvage; now, therefore,

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

SECTION 1. The Year XV Community Development Block Grant Ordinance adopted December 14, 1988 is amended to reflect an increase of \$30,000 and a contract extension until December 31, 1990, in the Year XV Family and Youth Services Contract with AFC Family Cares Mission.

SECTION 2. This ordinance shall take effect upon its passage and publication.

REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM SALVAGE TO LATIN
AMERICAN TASK FORCE UNDER SENIOR
CITIZENS/HANDICAPPED HOME
MAINTENANCE PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 6, 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 reprogramming of Year XV Community Development Block Grant funds from salvage to the Latin American Task Force under the Senior Citizens/Handicapped Program, in the amount of \$40,000, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, 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 Council of the City of Chicago passed an ordinance on December 14, 1988 which set forth the Community Development Block Grant Year XV Program budget; and

WHEREAS, The City appropriated \$31,930,738 in C.D.B.G. Year XV for the Department of Housing, including \$1,789,996 to the Senior Citizens/Handicapped Home Maintenance Program; and

WHEREAS, Salvage is available from this program to extend and augment the contract of the Latin American Task Force; and

WHEREAS, The Commissioner of the Department of Housing has requested that the Latin American Task Force receive an additional \$40,000 and an extension on their Year XV contract under this program; now, therefore,

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

SECTION 1. The Year XV Community Development Block Grant Ordinance adopted December 14, 1988 is hereby amended by amending the contract with the Latin American Task Force in the amount of \$40,000 and extending the contract period through December 31, 1990.

SECTION 2. This ordinance shall take effect upon its passage and publication.

SUPPLEMENTAL APPROPRIATION TO 1990 ANNUAL APPROPRIATION
ORDINANCE, AS AMENDED, IN CORPORATE FUND-FINANCE
GENERAL TO PROVIDE FOR STATE OF ILLINOIS
GRANT TO CHICAGO TOURISM COUNCIL.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing a supplemental appropriation for the year 1990 in the Corporate Fund-Finance General, to provide for a grant from the State of Illinois to the Chicago Tourism Council, in the amount of \$660,000.00, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, 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 sum of \$660,000 not previously appropriated, representing the receipt of a grant from the State of Illinois by the Chicago Tourism Council, is hereby appropriated from Fund 100 -- Corporate for the year 1990. The Annual Appropriation Ordinance for the year 1990, as amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

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

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

Exhibit "A"

Amendments To The 1990 Appropriation Ordinance.

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Revenue of year 1990 -- Appropiable	\$1,608,921,000	\$1,609,581,000
		Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 1990)	1,618,872,000	1,619,532,000
		Grants	2,900,000	3,560,000
		Add		
		Finance General -- 99-2005		

Page	Code	Department And Item	COMMITTEE ON INTERGOVERNMENTAL RELATIONS		Insert	
			No.	Amount	No.	Amount
	.9051	For expenses related to the operation of the Chicago Tourism Council				\$660,000

WATER MAINS INSTALLED AT VARIOUS LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration eleven orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Cutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of South Avenue J.

Ordered, That the Commissioner of Water is hereby authorized to install 661 feet of 8-inch ductile iron water main in South Avenue J, from East 99th Street to East 100th Street, at a total estimated cost of \$101,809.92 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00800.

Portion Of West Beach Street.

Ordered, That the Commissioner of Water is hereby authorized to install 654 feet of 8-inch ductile iron water main in West Beach Street, from North Wood Street to North Paulina Street, at a total estimated cost of \$108,000.30 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00919.

Portions Of South Central Park And South Homan Avenues.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Central Park and South Homan Avenues, from West 115th Street to West 116th

Street: 7620 feet of 8-inch and 668 feet of 12-inch ductile iron water main, at the total estimated cost of \$294,035 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction. Val. Sullivan, Furuta, Loomis, Nell, Austin, Clara, Anna, School, Coleman, Laurine, O'Connor, Purnell, O'Connor, E. McGrath, Hansen.

The above work is to be done under order number A-00893.

Portion Of West Eleanor Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,078 feet of 8-inch ductile iron water main in West Eleanor Street, from South Throop Street to South Loomis Street, at a total estimated cost of \$142,824.86 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00882.

Portion Of West Erie Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Erie Street, from North Wood Street to North Paulina Street: 668 feet of 8-inch ductile iron water main, at the total estimated cost of \$114,075.27 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00895.

Portion Of West Fulton Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Fulton Street, from North Jefferson Street to North Clinton Street: 344 feet of 12-inch ductile iron water main, at the total estimated cost of \$70,898.00 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-00902.

Portion Of West Lawrence Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 324 feet of 8-inch ductile iron water main in West Lawrence Avenue, from North Manor Avenue to 325 feet east, at a total estimated cost of \$55,057.42 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00912.

Portion Of West Monroe Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Monroe Street, from South Laramie Avenue to South Cicero Avenue: 2,624 feet of 8-inch ductile iron water main, at a total estimated cost of \$431,513.03 chargeable to the Appropriation Account Number 200-87-3120- 0550 (W-706) Construction.

The above work is to be done under order number A-00898.

Portion Of South Talman Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,355 feet of 8-inch ductile iron water main in South Talman Avenue, from West 53rd Street to West 55th Street, at the total estimated cost of \$236,629.90 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00891.

Portion Of West Van Buren Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Van Buren Street, from South Cicero Avenue to South Lavergne Avenue: 1,195 feet of 8-inch ductile iron water main, at the total estimated cost of \$221,688.21 chargeable to Appropriation Account Number 200-87-3120- 0550 (W-706) Construction.

The above work is to be done under order number A-00896.

Portion Of West Wrightwood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 359 feet of 8-inch ductile iron water main in West Wrightwood Avenue, from North Keeler Avenue to North Tripp Avenue, at a total estimated cost of \$52,357.79 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00803.

COMMITTEE ON CAPITAL DEVELOPMENT.

Placed On File -- RECOMMENDATIONS AND PLANS FOR
CREATION OF CAPITAL IMPROVEMENT BOARD,
REPORT OF ANNUAL CAPITAL IMPROVEMENT
FUNDING LEVELS AND ASSIGNMENT OF
COMMUNITY LIAISON FOR OFFICE OF
BUDGET AND MANAGEMENT.

The Committee on Capital Development submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Capital Development, having held six public hearings and one committee meeting (February 15, 1990) concerning the City of Chicago's Capital Budget and the plan thereof, begs leave to report and recommend that Your Honorable Body Place on File the following recommendations:

- 1.) The creation of a citywide Capital Improvement Board. The Capital Improvement Board will meet on a monthly basis to review and monitor progress and initiatives derived from projects funded from the Capital Budget.
- 2.) That the Office of Budget and Management publish an annual report detailing the Capital Improvement funding levels on a ward-by-ward basis. The report shall be open for public review and subject to change based on recommendations approved by the Capital Improvement Board and the City Council Committee on Capital Development.
- 3.) That the Office of Budget and Management assign the necessary personnel to act as a full-time liaison between the Office of Budget and Management and community economic development organizations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) MICHAEL F. SHEAHAN,
Chairman.

On motion of Alderman Sheahan, the committee's recommendation was *Concurred In* and the said proposed report was *Placed on File* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The report was prepared by the committee with no dissent.

**COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.**

**UNITED STATES CONGRESS URGED TO PRESERVE
STOCK OF AFFORDABLE HOUSING THROUGH
IMPLEMENTATION OF PROPOSED
POLICY OBJECTIVES.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration a resolution that calls on the Congress of the United States to preserve the valuable stock of affordable housing through policy objectives, recommends that Your Honorable Body *Approve* said proposed resolution.

This recommendation was concurred in unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, There are 46 housing developments in Chicago representing 8,006 units currently subsidized under the H.U.D. 221(d)(3) and 236 mortgage subsidy programs which are eligible for prepayment, most in the next four years; and

WHEREAS, There are 7,905 units in 73 housing developments in Chicago with building-based Section 8 subsidy contracts with H.U.D. that will expire before the year 2000; and

WHEREAS, Prepayment of subsidized mortgages and non-renewal of Section 8 contracts would result in the displacement of low and moderate income tenants, and the loss of a significant portion of the affordable housing stock in the city; and

WHEREAS, H.U.D. failed to approve a tenant sponsored plan to preserve 850 West Eastwood Avenue, a 221(d)(3) property in the Uptown community, despite the support for the plan by the City Council of the City of Chicago and the City of Chicago Department of Housing; and

WHEREAS, Low and moderate income residents already face a severe shortage of decent affordable housing, and the loss of these affordable homes would have a devastating impact on our communities, leading to an increase in homelessness; and

WHEREAS, The City of Chicago has a responsibility to its citizens to help ensure that they all have decent, affordable housing; now, therefore,

Be It Resolved, That the City of Chicago calls on the Congress of the United States to preserve this valuable stock of affordable housing, through policy objectives that include:

1. Preserving all of the housing for affordable use by restricting prepayment of federally-subsidized mortgages with reasonable compensation provided for owners, and ensuring that Section 8 contracts are extended unilaterally for no less than the original contract term;
2. Promoting efficient use of scarce federal resources by targeting preservation incentives to maximize the length of affordable use and tenant involvement;
3. Promoting permanent affordable use by making funding available for tenant and non-profit acquisitions;
4. Ensuring resident involvement through adequate notice requirements about all significant decisions; and
5. Providing decent housing by restoring repair and maintenance subsidies for distressed sites; and

Be It Further Resolved, That the City of Chicago calls on H.U.D. Secretary Jack Kemp to:

1. Come to Chicago to meet with the Coalition to Save Subsidized Housing and the Committee on Housing, Land Acquisition, Disposition and Leases of the City Council of the City of Chicago to present his proposals for addressing the H.U.D. subsidized housing crisis; and
2. Approve the transfer of 850 West Eastwood Avenue currently pending at H.U.D.

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

AMENDMENT OF MUNICIPAL CODE CHAPTER 16 BY PROHIBITING CERTAIN FRAUDULENT BUSINESS PRACTICES AND EXPANDING POWERS OF COMMISSIONER OF CONSUMER SERVICES.

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having had under consideration an ordinance signed by The Honorable Richard M. Daley, Mayor (which was referred on October 25, 1989) amending Chapter 16 of the Municipal Code of Chicago to prohibit certain fraudulent and deceptive business practices and to expand the powers of the Commissioner relating to consumer fraud, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) JUAN M. SOLIZ, Sr.

Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 16-6 of the Municipal Code of Chicago is repealed and a new Section 16-6 is added to read as follows:

16-6. (a) *No person shall engage in any act of consumer fraud, unfair method of competition or deceptive practice while conducting any trade or business in the City. Any conduct constituting an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act, Ill. Rev. Stat. Ch. 121-1/2, par. 261 et seq., as now or hereafter amended, shall be a violation of this section. In construing this section consideration shall be given to court interpretations relating to the Consumer Fraud and Deceptive Business Practices Act, Ill. Rev. Stat. Ch. 121-1/2, par. 261 et seq. In construing this section consideration shall also be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.A. Sec. 45. Nothing in this section shall be construed as permitting the regulation of any business to the extent that such regulation is not permitted under the statutory or home rule powers of the City.*

(b) *The Commissioner of Consumer Services shall be charged with the enforcement of this section and shall construe this section in compliance with subsection (a).*

(c) *Compliance with applicable rules and regulations promulgated pursuant to the Consumer Fraud and Deceptive Business Practices Act and with court interpretations relating to such Act shall be an absolute defense to a finding of a violation of this section. Compliance with applicable Federal Trade Commission rules, regulations and guidelines, and with interpretations by the Federal Trade Commission and the federal*

courts relating to Section 5(a) of the Federal Trade Commission Act, 15 U.S.C.A. Sec. 45, shall be an absolute defense to a finding of a violation of this section.

(d) When it appears to the Commissioner, after receiving a written complaint or otherwise, that a person has engaged in, is engaging in or is about to engage in a practice that is in violation of this section, the Commissioner may, after serving a 30-day notice:

- (1) require that person to file on such terms as the Commissioner may prescribe a statement or report in writing as to all relevant and material information;*
- (2) examine any person in connection with relevant and material issues concerning the conduct of any trade or business;*
- (3) examine any merchandise or sample thereof, any record, book, document, account or paper relevant and material to the inquiry;*
- (4) retain copies of any record, book, document, account, paper or sample of merchandise that is produced in accordance with this section, and retain it in his or her possession until the completion of all proceedings in connection with which it is produced; and*
- (5) conduct hearings under oath on issues that are relevant and material to the inquiry. Such hearings shall be recorded on audio tape. A copy of the tape shall be available to all parties upon request in writing within 14 days of the request. Any person requesting such a tape shall provide a blank tape at the time the written request is made. All hearing officers shall be attorneys licensed to practice law in Illinois or, until January 1, 1991, shall be law school graduates.*

(e) If, after completing an investigation pursuant to this section, the Commissioner determines that a person has engaged in, is engaging in, or is about to engage in a practice prohibited by this section, the Commissioner may:

- (1) order the person to discontinue the prohibited practice;*
- (2) order the person to pay restitution to persons aggrieved by the practice;*
- (3) request that the Mayor take action under Section 101-27 of this Code to revoke or suspend a license of the person; or*
- (4) request the City to bring an action in circuit court for injunctive relief or such other equitable relief that the Commissioner considers appropriate.*

(f) The Commissioner may by rule establish a system by which the Commissioner may impose administrative fines on persons who violate this section. Each day that a violation

~~occurs shall be considered a separate and distinct offense. The rules establishing the appeal system shall:~~

~~(1) provide for the imposition of fines only after the person accused of the violations has been given notice and an opportunity to be heard;~~

~~(2) provide for the appointment of hearing officers to hear the testimony of witnesses under oath, evaluate evidence, and make recommendations to the Commissioner. Such hearings shall be recorded on audio tape. A copy of the tape shall be available to all parties upon request in writing within 14 days of the request. Any person requesting such a tape shall provide a blank tape at the same time the written request is made. All hearing officers shall be attorneys licensed to practice law in Illinois, or, until January 1, 1991, shall be law school graduates.~~

~~(3) prescribe minimum and maximum fine amounts for specific violations; provided that the maximum fine for a single violation shall not exceed \$500.~~

~~The notice given under this subsection shall be made by first class mail, and shall include a copy of a complaint which alleges specific facts showing the violation of which the person is accused and the time during which the alleged violation occurred.~~

~~The Commissioner may take action pursuant to paragraphs (3) and (4) of subsection (e) against any person who fails to pay a fine imposed under this subsection within a reasonable time as specified by the Commissioner for such payment. Such action shall be stayed pending the appeal by any person of a fine imposed under this subsection.~~

~~(g) The findings of a violation of this section, any order issued by the Commissioner, and the imposition of any fine under subsection (f), may be appealed to the Mayor's License Commission by the person against whom it is imposed and shall be subject to a de novo hearing wherein additional evidence may be adduced. Further appeal may be taken to the circuit court as provided by law. All orders and the imposition of any fine under this subsection shall be stayed pending appeal.~~

~~(h) A violation of this section does not preempt the City from prosecution under any other ordinance that the Commissioner is authorized to enforce.~~

SECTION 2. Sections 16-7 and 16-8 are added to the Municipal Code of Chicago. The added sections to read as follows:

16-7. If any person conducts any trade or business in the City of Chicago without securing any license, permit or franchise required by the City for such activity, the Commissioner of Consumer Services shall have the authority to order the person to discontinue such activity and to close the establishment in which the activity is conducted after serving a 30-day written notice on the statutory agent or on another person otherwise designated to receive legal documents. Nothing in this subsection shall prevent the

Commissioner from serving a notice of less than 30 days if a shorter notice period is authorized by an ordinance specifically regulating an activity.

Section 16-8: Any person who: (1) unless an appeal is pending, fails to obey an order issued by the Commissioner of Consumer Services pursuant to this chapter; (2) unless an appeal is pending, fails to pay a fine imposed under Section 16-6 within a reasonable time specified by the Commissioner; (3) makes a deliberately false or deliberately misleading information to the Commissioner; or (4) deliberately interferes with an investigation conducted by the Commissioner pursuant to this chapter; shall be subject to a fine of not less than \$100 nor more than \$500 or imprisonment for a period not to exceed 6 months, or both. Such violations shall be punishable as a misdemeanor pursuant to Section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. Stat., Ch. 24, par. 1-2-1.1. Any person who otherwise violates Section 16-6 shall be subject to a fine of not less than \$50 nor more than \$500. All sanctions imposed pursuant to this section shall be imposed only after a judicial hearing and only pursuant to an order of the circuit court.

SECTION 3. This ordinance shall take effect 60 days after its passage and publication.

PRESIDENT BUSH, UNITED STATES CONGRESS AND UNITED STATES
DEPARTMENT OF IMMIGRATION AND NATURALIZATION
URGED TO ACCELERATE IMMIGRATION PROGRAM
TO ACCOMMODATE INFLUX OF EAST GERMAN
AND OTHER EASTERN EUROPEAN
EMIGRANTS.

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, March 30, 1990.

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having had under consideration a resolution (which was referred on November 15, 1989) memorializing the President of the United States, the United States Congress, and the United States Department of Immigration and Naturalization to extend and accelerate our immigration program so as to allow as many East Germans and other Eastern European citizens to migrate to the fold of democracy and freedom, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The opening of the Berlin Wall is an event of epic, worldwide importance and signals a great victory in the search for freedom; and

WHEREAS, Since the Wall was opened, hundreds of thousands of citizens from the other side of the Iron Curtain have crossed into the democratic city of West Berlin, and thousands of others have migrated to the West through other openings in the Curtain; and

WHEREAS, All free nations must welcome as many freedom-seekers as possible, and the United States must continue to stand tallest as a beacon of democracy and freedom; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes the President of the United States, the United States Congress, and the United States Department of Immigration and Naturalization to act as swiftly as possible in order to enlarge and accelerate our immigration program in order to accept as many East Germans and other Eastern European citizens into the fold of democracy and freedom; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the appropriate federal authorities.

On motion of Alderman **COMMITTEE ON INTERGOVERNMENTAL RELATIONS.**

**RECOGNITION OF ALEXANDRA CIVIC ORGANIZATION AS
REPRESENTATIVE OF RESIDENTS OF ALEXANDRA,
SOUTH AFRICA AND DECLARATION OF
ALEXANDRA AS SISTER CITY
TO CHICAGO.**

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on February 28, 1990) declaring and recognizing Alexandra, South Africa as a sister community with the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the said proposed resolution, as amended, which is transmitted herewith.

This recommendation, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,

(Signed) ROMAN PUCINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.
The following is said resolution as adopted:

WHEREAS, The South African government has relocated millions of South Africans against their will over the past 30 years; and

WHEREAS, Those who have been moved usually face a lifetime of unemployment, poverty and hunger; and

WHEREAS, The people of the City of Chicago have a long history of support for people around the world who fight for justice and against the abuse of basic human rights; and

WHEREAS, The people of the City of Chicago regard the South African government's system of racial segregation, known as apartheid, as morally and ethically reprehensible and have stated its anti-apartheid policy in the past; and

WHEREAS, In the community of Alexandra, South Africa where residents have lived in deplorable conditions, the government refuses to recognize the Alexandra Civic Organization, A.C.O.; and

WHEREAS, The South African government has a terrible history of human rights violations toward all community leaders; and

WHEREAS, Democratically elected representatives of Alexandra, the Alexandra Civic Organization, A.C.O. have longed for a chance to improve the conditions of Alexandra brought on the residents by the policies of apartheid; and

WHEREAS, A relationship with a sympathetic community in the United States would help the residents of Alexandra with moral support for their struggle for decent non-segregated low-income housing; now, therefore,

***Be It Resolved,* That the honorable members of the Chicago City Council recognize the Alexandra Civic Organization as a legitimate representative of the residents of Alexandra; and**

***Be It Further Resolved,* That the City of Chicago City Council declares Alexandra, South Africa and the City of Chicago sister communities; and**

***Be It Further Resolved,* That the honorable members of the Chicago City Council urge the government of South Africa to recognize the Alexandra Civic Organization as a legitimate representative of the residents of Alexandra; and**

***Be It Further Resolved,* That the government of South Africa negotiate with the Alexandra Civic Organization on the township's need for decent, non-segregated housing; and**

Be It Further Resolved, That the Chicago City Council support the Alexandra Civic Organization in its demand for land and low-income housing for Alexandra's current residents.

COMMITTEE ON LICENSE.

AMENDMENT OF MUNICIPAL CODE CHAPTER 147 BY
ESTABLISHING DISCLOSURE REQUIREMENTS FOR
CORPORATIONS, PARTNERSHIPS AND
SHAREHOLDERS APPLYING FOR
LIQUOR LICENSES.

The Committee on License submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on License took under consideration a communication authorizing the amendment of Chapter 147 of the Municipal Code of Chicago; authorizing the regulation of liquor licenses. This matter was presented to the committee on April 5, 1990 and considered by the committee on April 5, 1990 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 147, Section 147-3 of the Municipal Code of Chicago as amended November 29, 1989 and published at pages 8438 -- 8457 of the Journal of Proceedings of the City Council of that date, is hereby amended in subsection 147-3(k) by adding the language in italics as follows:

147-3. No license for the sale of alcoholic liquor shall be issued to:

* * *

- (k) A corporation, if any officer, manager or director thereof or any stockholder owning in the aggregate more than 5% of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than residence within the city; *provided, however, that nothing contained herein shall prohibit the issuance of a license to a corporation based on the application of subsection 147-4(c)(2) to an officer, director or manager of the corporation unless such person also owns more than 5% of the stock of the corporation.*

SECTION 2. Chapter 147, Section 147-4 of the Municipal Code of Chicago as amended November 29, 1989 and published at pages 8438 -- 8457 of the Journal of Proceedings of that date, is hereby amended in subsection 147-4(c)(2) by adding the language in italics as follows:

147-4.

* * *

- (c) At the time of filing an application for a liquor license and upon the payment of the license fees for every subsequent renewal of a liquor license, the applicant or licensee shall:

* * *

Section 147-2 of the Municipal Code of Chicago.

- (2) File with the Department of Revenue an affidavit disclosing any debt owed by the applicant or licensee to the city and any outstanding parking violation complaints issued to any vehicle owned by such applicant or licensee. *If the applicant or licensee is a corporation, the disclosure requirements of this subsection shall apply to the corporation and all shareholders owning more than 5% of the shares of the corporation applicant or licensee. If the applicant or licensee is a partnership, the disclosure requirements of this subsection shall apply to the partnership and every partner sharing in the ownership of the applicant or licensee. No license shall be issued to any [person who] applicant or licensee if the applicant, licensee, or any person associated with such applicant or licensee who is subject to the disclosure requirements of this subsection, owes a debt to the city or has one or more outstanding parking violation complaints.*

* * *

SECTION 3. This ordinance shall take effect upon passage.

AMENDMENT OF MUNICIPAL CODE CHAPTER 147,
SECTION 147-2 BY DISALLOWING ISSUANCE
OF NEW LIQUOR LICENSES WITHIN
PORTION OF EIGHTEENTH WARD.

The Committee on License submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on License took under consideration an ordinance authorizing the amendment of Chapter 147, Section 147-2 of the Municipal Code of Chicago, authorizing the prohibition of the issuance of new liquor licenses within a portion of the 18th Ward. This matter was presented to the committee on April 6, 1990 and considered by the committee on April 6, 1990 and the Committee on License, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the City Council Committee on Public Safety and Security, and the Council for Alexander's Committee on Public Safety and Security.

Respectfully submitted,

(Signed) WILLIAM C. HENRY,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 147, Section 147-2 of the Municipal Code of Chicago, as amended January 19, 1990 and February 7, 1990, and published respectively at pages 10563 -- 10566 and 11226 -- 11228 of the Journals of Proceedings of the City Council of those dates, is hereby further amended in the third paragraph thereof by inserting the language in italics as follows:

147-2.

* * *

No license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

* * *

13 *South Ashland Avenue (both sides) between West 79th Street and West 87th Street; West 87th Street (north side only) between South Ashland*

prohibited by the Department of Revenue. The Department of Revenue shall not issue a license for the sale of alcoholic liquor for consumption on the premises, where such place of business was established and licensed prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this section. Nothing in this subsection shall prohibit the issuance of a beer garden or late hour liquor license to a licensed establishment located within the areas specified herein, provided that the applicable requirements of this chapter are met.

SECTION 2. This ordinance shall be in effect upon passage, provided, however, that the prohibition on the issuance of a license within designated areas shall not apply to a person who has submitted a completed application for a liquor license and paid the applicable fee to the Department of Revenue prior to the effective date of this ordinance.

COMMITTEE ON LOCAL TRANSPORTATION.

CHICAGO TRANSIT AUTHORITY REQUESTED TO CONSIDER INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 5, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration eight proposed orders (which were referred February 7, 28 and March 21, 1990) memorializing the Chicago Transit Authority to give consideration to the erection of bus passenger shelters at specified locations, begs leave to recommend that Your Honorable Body Pass the said proposed orders which are transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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):

3930 North Clark Street.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on southbound Clark Street at 3930 North Clark Street, southbound.

South Halsted Street At West 48th Street.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on South Halsted Street at West 48th Street (northbound bus stop) at the southeast corner.

which shall be the *North Lake Shore Drive At West Cornelia Avenue*.
and approved here. When the public way is restored as herein
before.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on northbound Lake Shore Drive at West Cornelia Avenue on the northeast corner, northbound.

North Marine Drive At West Junior Terrace.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on northbound Marine Drive at Junior Terrace on the northeast corner, northbound.

North Sheridan Road At West Leland Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on northbound Sheridan Road at West Leland Avenue on the northeast corner, northbound.

Southeast Corner Of West 47th Street And South Pulaski Road.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the southeast corner of West 47th Street and South Pulaski Road for northbound on Pulaski Road.

*Northwest And Southwest Corners Of West 47th Street
And South Pulaski Road.*

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit

Authority to give consideration to the installation of bus passenger shelters on the northwest and southwest corners of West 47th Street and South Pulaski Road for southbound and eastbound passengers.

Northeast Corner Of West 47th Street And South Pulaski Road.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northeast corner of West 47th Street and South Pulaski Road for westbound passengers.

**ESTABLISHMENT OF TAXICAB STAND NUMBER 596 ON
PORTION OF UPPER EAST NORTH WATER STREET.**

The Committee on Local Transportation submitted the following report:

CHICAGO, April 5, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on February 7, 1990) for the establishment of Taxicab Stand No. 596 on upper East North Water Street along the north curb, from a point 20 feet east of the building line of North St. Clair Street to a point 75 feet east thereof, 4 vehicles/tow zone, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Stand No. 596

On upper East North Water Street along the north curb, from a point 20 feet east of the building line on North St. Clair Street, to a point 75 feet east thereof, 4 vehicles (no parking -- tow zone).

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

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

ESTABLISHMENT OF TAXICAB STAND NUMBER 597
ON PORTION OF NORTH ST. CLAIR STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 5, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on February 7, 1990) for the establishment of Taxicab Stand No. 597 on North St. Clair Street, along the east curb, from a point 15 feet north of the building line of upper East North Water Street, to a point 36 feet north thereof, 2 vehicles, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following locations

and provisions shall be maintained and used in accordance with the ordinances of the City of Chicago and the regulations of the Commissioner of Streets and Sanitation.

Stand No. 597 On North St. Clair Street, along the east curb, from a point 15 feet north of the building line of upper East North Water Street, to a point 36 feet north thereof, 2 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

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

ESTABLISHMENT OF TAXICAB STAND NUMBER 598 ON PORTION OF EAST GRAND AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, April 5, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on March 21, 1990) for the establishment of Taxicab Stand No. 598 on East Grand Avenue, along the south curb, from a point 83 feet east of the east building line of North State Street, to a point 96 feet east thereof, 4 vehicles, begs leave to

recommend that Your Honorable Body Pass the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated, at the following location:

Stand No. 598

On East Grand Avenue along the south curb, from a point 83 feet east of the east building line of North State Street, to a point 96 feet east thereof, 4 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

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

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

**PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED STREETS FOR SUNDRY EVENTS.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration sixteen proposed orders (referred to your committee on February 28 and March 21, 1990) to grant permission to various applicants for street closures, begs leave to recommend that Your Honorable Body Pass the the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the said proposed orders transmitted with the foregoing committee report were *Passed by yeas and nays* as follows: *Yeas* -- 47. *Nays* -- 0. The number of yeas and nays stated at the following locations:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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):

Andersonville Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Andersonville Chamber of Commerce, 5209 North Clark Street, to close to traffic North Clark Street, between West Foster Avenue and West Catalpa Avenue for the period of June 23 and 24, 1990, during the hours of 8:00 A.M. and 9:00 P.M. each day, for the conduct of a two-day Swedish Midsommarfest festival co-sponsored by the Mayor's Office of Special Events.

Body Politic Theater/Community Arts Foundation.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Body Politic Theater/Community Arts Foundation, 2261 North Lincoln Avenue, to close to traffic North Lincoln Avenue, between West Webster Avenue and West Belden Avenue for the period of June 2 and 3, 1990, during the hours of 7:00 A.M. and 11:00 P.M., for the conduct of the Body Politic Theater 18th Annual Street Festival.

Chicago Area Runners Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Area Runners Association (C.A.R.A.), 459 North

Milwaukee Avenue, to close to traffic South Michigan Avenue, between West Congress Parkway and West Harrison Street, on March 11, 1990, during the hours of 9:30 A.M. and 11:00 A.M., in conjunction with the Chicago Area Runners Association's Shamrock Shuffle 8K Race.

Dragonette, Incorporated.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Dragonette, Incorporated, c/o Valerie Kokoris, Account Executive, 303 East Wacker Drive, Suite 218, to close to traffic North Stetson Avenue, between East Randolph Street and East Lake Street on Thursday, February 22, 1990, from 5:00 P.M. to 8:00 P.M., for a fundraiser and a preview opening celebration of the new sports facility.

Greater State Street Council.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Greater State Street Council, 36 South State Street, to close to traffic State Street, between Lake Street and Jackson Boulevard from 12:01 A.M. on Thursday, June 14, 1990 to 12:00 Midnight on Friday, June 15, 1990, for the conduct of the fourth annual Celebrate On State Street Festival.

Lincoln Central Association.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lincoln Central Association, 1651 North Burling Street, to close to traffic West Dickens Avenue, between North Lincoln Avenue and North Larrabee Avenue and also North Mohawk Street, between West Dickens Avenue and West Armitage Avenue, for the period of June 23 and 24, 1990, during the hours of 7:00 A.M. and 11:00 P.M. each day, for the conduct of the Lincoln Central Association 27th Annual Art Fair and Festival.

SECTION 3. *Lou Malnati's Pizzeria.* Provisions of this ordinance shall be subject to the penalty provided for in Section 17-002 of the Municipal Code of Chicago, and no provision shall exempt any person convicted of a violation of any of the provisions of this chapter or section.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lou Malnati's Pizzeria, 6649 North Lincoln Avenue, Lincolnwood, Illinois, to close to traffic North Wells Street, between West Hubbard Street and West Illinois Street from 6:00 A.M. on Monday, April 23, 1990 to 6:00 P.M. on Tuesday, April 24, 1990, for the conduct of the Chicago Bulls 2nd Annual Charitabulls Party.

National Restaurant Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the National Restaurant Association, 150 North Michigan Avenue, Suite 2000, to close to traffic South Columbus Drive, between East Balbo Drive and East Roosevelt Road on Sunday, May 20, 1990, during the hours of 6:30 A.M. and 8:30 A.M.; and East Roosevelt Road, between South Columbus Drive and the southbound lane of South Lake Shore Drive on Sunday, May 20, 1990, during the hours of 6:30 A.M. and 11:00 A.M., for the conduct of the Main Course 10K Race.

Old Town Triangle Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Old Town Triangle Association, 1763 North North Park Avenue, to close the following streets on June 9 and 10, 1990, during the hours of 6:00 A.M. and 9:00 P.M. each day, for the conduct of the Old Town Art Fair:

North North Park Avenue, between West Willow Street and West Menomonee Street;

West Menomonee Street, between North Wells Street and North Sedgwick Street;

North Lincoln Park West, between West Menomonee Street and North Lincoln Avenue;

North Orleans Street, between West Wisconsin Street and West Menomonee Street;

West Wisconsin Street, between North Sedgwick Street and North Lincoln Avenue;

~~The Ogden Mall, just north of the intersection of North Orleans Street; and necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance, or replacement of said utility lines on North North Park Avenue, West Willow Street, between North Grilly Court and North North Park Avenue, hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or replacement and no decision as to the amount shall be made until the City Council has approved the same. The City Council is hereby authorized to grant permission to the City of Chicago to perform said removal, relocation, alteration, repair, maintenance, or replacement of said utility lines on North North Park Avenue, West Willow Street, between North Grilly Court and North North Park Avenue, for the conduct of the 6th Annual Printers Row Book Fair.~~

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Printers Row Book Fair, 343 South Dearborn Street, to close to traffic South Dearborn Street, between West Polk Street and West Harrison Street on Saturday, June 16, 1990, from 6:00 A.M. to 10:00 P.M. and on Sunday, June 17, 1990, from 6:00 A.M. to 10:00 P.M.; and West Polk Street, between South Plymouth Court and South Federal Street on Saturday, June 16, 1990, from 6:00 A.M. to 7:00 P.M. and on Sunday, June 17, 1990, from 6:00 A.M. to 9:00 P.M., for the conduct of the 6th Annual Printers Row Book Fair.

Saint Columba Parish School Board.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Saint Columba Parish School Board, 3340 East 134th Street, to close to traffic South Green Bay Avenue, between East 134th Street and the first alley south thereof, in conjunction with a carnival to be conducted on parish grounds, 13323 South Green Bay Avenue, for the period of May 29 through June 4, 1990.

Scribcor, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Scribcor, Incorporated, c/o Walter L. Markley, Director, Security and Life Safety, 400 North Michigan Avenue, to close to traffic the west side of the dead end street of North Rush Street on Wednesday, March 14, 1990, during the hours of 7:00 A.M. and 5:00 P.M., to facilitate training of Wrigley Building employees in the use of fire extinguishers.

NOTICE TO THE PUBLIC: The City of Chicago is hereby notified that the Sheffield Neighborhood Association, 2233 North Kenmore Avenue, is requesting the Commissioner of Public Works to grant permission to close to traffic West Webster Avenue, between North Sheffield and North Seminary Avenues; and North Kenmore Avenue, between West Dickens and West Belden Avenues on July 21 and 22, 1990, during the hours of 6:00 A.M. and 11:00 P.M., for the Sheffield Neighbors Garden Walk.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Sheffield Neighborhood Association, 2233 North Kenmore Avenue, to close to traffic West Webster Avenue, between North Sheffield and North Seminary Avenues; and North Kenmore Avenue, between West Dickens and West Belden Avenues on July 21 and 22, 1990, during the hours of 6:00 A.M. and 11:00 P.M., for the Sheffield Neighbors Garden Walk.

University Village Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the University Village Association, 925 South Loomis Street, to close to traffic West Taylor Street, between South Morgan Street and South Halsted Street from 3:00 P.M. on Thursday, June 14, 1990 to 3:00 P.M. on Monday, June 18, 1990, for the conduct of a neighborhood festival "A Touch of Italy".

Wright College.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Wright College, 3400 North Austin Avenue, to close to traffic North Austin Avenue, between West Roscoe Street and West Cornelia Avenue on Saturday, May 12, 1990, during the hours of 10:00 A.M. and 12:00 Noon, for the purpose of holding graduation exercises.

18th Annual American Cancer Society Bike-A-Thon.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to close to traffic South Columbus Drive, between East Roosevelt Road and East Balbo Drive on Sunday, June 3, 1990, during the hours of 7:00 A.M. and 2:30 P.M., for the conduct of the 18th Annual American Cancer Society Bike-A-Thon.

**PERMISSION GRANTED TO MR. THOMAS LUSTER TO HOLD
UNIVERSITY OF CHICAGO VELVO BICYCLE CLUB
RACE ON PORTIONS OF SPECIFIED STREETS.**

Report submitted to the City Council of the City of Chicago

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication (referred to your committee on March 21, 1990) to grant permission to Mr. Thomas Luster for the conduct of the University of Chicago Velvo Bicycle Club Race, on portions of specified streets, begs leave to recommend that Your Honorable Body *Pass* the proposed order which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Thomas Luster, Velvo Bicycle Club, University of Chicago, 5555 South Ellis Avenue, for the conduct of the Velvo Bicycle Club Race on Ellis Avenue, from 55th Street to 57th Street and University Avenue, from 56th Street to 58th Street, on Sunday, April 15, 1990 during the hours of 8:00 A.M. and 12:00 P.M.

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL OF GRANTS OF PRIVILEGE FOR SIDEWALK CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* fifty-seven proposed ordinances transmitted herewith (referred on January 19, February 28 and March 21, 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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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):

*A.B.P. Midwest, Incorporated (Doing Business As
Au Bon Pain, The French Bakery Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to A.B.P. Midwest, Incorporated, doing business as Au Bon Pain, The French Bakery Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 222 North LaSalle Street. Said sidewalk cafe shall be thirty- three and one-half (33-1/2) feet in length and six (6) feet in width for a total of two hundred one (201) square feet and shall begin eighteen (18) feet from the face of the curb line along West Wacker Drive. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 5:00 P.M.

Compensation: \$780.00

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.

A.I.C., Incorporated (Doing Business As Alexander's).

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

SECTION 1. Permission and authority are hereby given and granted to A.I.C., Incorporated, doing business as Alexander'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 217 West Huron Street. Said sidewalk cafe area shall be one hundred two (102) feet in length and twelve (12) feet seven (7) inches in width for a total of one thousand four hundred thirty (1,430) square feet and shall begin ten (10) feet from the face of the curb line along West Huron 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: \$973.00

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.

*A New Age, Incorporated (Doing Business
As Quadrant).*

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

SECTION 1. Permission and authority are hereby given and granted to A New Age, Incorporated, doing business as Quadrant, 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 406 North Clark Street. Said sidewalk cafe area shall be twenty-two point five (22.5) feet in length and nine (9) feet in width for a total of two hundred two point five (202.5) square feet and shall begin seven (7) feet from the face of the curb line along North Clark 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 6:00 P.M.

Compensation: \$365.00

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. This ordinance, or which may be amended, or recovered from said City from, or by reason, or on account

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.

*B. & D. Slinger Corporation (Doing Business As Popeye's).
(115 South Clinton Street)*

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

SECTION 1. Permission and authority are hereby given and granted to B. & D. Slinger Corporation, doing business as Popeye's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 115 South Clinton Street. Said sidewalk cafe area shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet and shall begin eight (8) feet from the face of the curb line along South Clinton Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

The structures or appliances described in this ordinance are removed and the public way is
Monday through Friday, 9:00 A.M. to 8:00 P.M.,
Saturday, 10:30 A.M. to 3:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted 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.

*B. & D. Slinger Corporation (Doing Business As Popeye's)
(103 North Wells Street)*

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

SECTION 1. Permission and authority are hereby given and granted to B. & D. Slinger Corporation, doing business as Popeye's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 103 North Wells Street. Said sidewalk cafe area shall be

twenty (20) feet in length and eight (8) feet in width for a total of one hundred sixty (160) square feet and shall begin eight (8) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 8:00 P.M.

Saturday, 10:00 A.M. to 3:00 P.M.

Compensation: \$621.00

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

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.

*Berto's, Incorporated (Doing Business As
Berto's Pizzeria).*

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

SECTION 1. Permission and authority are hereby given and granted to Berta's, written Incorporated, doing business as Berto's Pizzeria, upon the terms and subject to the removal conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1011 West Irving Park Road. Said sidewalk cafe area shall be fifty (50) feet in length and seven (7) feet in width for a total of three hundred fifty (350) square feet and shall begin six (6) feet nine (9) inches from the face of the curb line along West Irving Park Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$300.00

Authority for the above named privilege is herein given and granted 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.

Borgesse, Limited (Doing Business As Carley's), no. shall be the
shall furnish the City of Chicago with the advance of the permit
proof of insurance (certificate of insurance) in an amount not
Be It Ordained by the City Council of the City of Chicago: covering all liability.

SECTION 1. Permission and authority are hereby given and granted to *Borgesse, Limited*, doing business as *Carley's*, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1615 North Wells Street. Said sidewalk cafe area shall be twenty-four (24) feet in length and nine (9) feet in width for a total of two hundred sixteen (216) square feet and shall begin seven (7) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.
Saturday and Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$303.00

Authority for the above named privilege is herein given and granted 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

... shall 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. maintenance or restoration to the Commissioner of Streets and Sanitation is hereby

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.

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 shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold the grantee harmless, its officers, agents and employees harmless from any and all claims, damages, suits, costs and expenses, including removal, relocation, and transportation of structures and appliances authorized hereunder, of the structures and appliances of **Burger King Corporation (Doing Business As Burger King)**, located at **(24 -- 26 South Michigan Avenue)**.

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

SECTION 1. Permission and authority are hereby given and granted to Burger King Corporation, doing business as Burger King, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 24 -- 26 South Michigan Avenue. Said sidewalk cafe shall be forty (40) feet in length and sixteen (16) feet in width for a total of six hundred forty (640) square feet and shall begin fourteen (14) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 9:00 P.M.

Saturday and Sunday, 8:00 A.M. to 7:00 P.M.

Compensation: \$2,484.00

Authority for the above named privilege is herein given and granted 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. The City of Chicago will have the right to either performing said work and charging the cost thereof to said grantee.

SECTION 6. This ordinance shall take effect and be in force from and after its passage, provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Burger King Corporation (Doing Business As Burger King).
(112 South State Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Burger King Corporation, doing business as Burger King, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 112 South State Street. Said sidewalk cafe shall be thirty-four (34) feet in length and eight (8) feet in width for a total of two hundred seventy-two (272) square feet and shall begin six (6) feet from the face of the corner of the subway access along South State Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 9:00 P.M.
Saturday and Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$1,056.00

Authority for the above named privilege is herein given and granted 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

insurance at any time for good cause without the grantee's consent. No termination against said City in consequence of the permission given by this ordinance, or which may cost or accrue against, be charged to, or recovered from said City from, or by reason, or on account herein 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.

*Chicago Oyster, Incorporated (Doing Business As
Dearborn Street Oyster Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Oyster, Incorporated, doing business as Dearborn Street Oyster Bar, 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 411 South Dearborn Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and eleven (11) feet in width for a total of three hundred eighty-five (385) square feet and shall begin six (6) 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, 11:00 A.M. to 10:00 P.M.

Compensation: \$539.00

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.

*Chumley's North, Incorporated (Doing Business As
Tuesday'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 Chumley's North, Incorporated, doing business as Tuesday'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 565 West Diversey Avenue. Said sidewalk cafe shall be eighteen (18) feet in length and seven (7) feet in width for a total of one hundred twenty-six (126) square feet along West Diversey Avenue and said area shall be eighty-five (85) feet in length and seven (7) feet in width for a total of five hundred ninety-five (595) square feet along North Lehmann Court. Said sidewalk cafe shall begin eight (8) feet from the face of the curb line along West Diversey Avenue and shall begin five (5) feet from the face of the curb line along North Lehmann Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.
Saturday and Sunday, 9:00 A.M. to 11:00 P.M.

Compensation: \$1,010.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990, through and including November 1, 1990, and condition and maintenance for public travel free from snow, ice and debris to the satisfaction of the Commissioner of Public Works. 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. The 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.

*Coffee Chicago Limited (Doing Business
As Coffee Chicago).*

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

SECTION 1. Permission and authority are hereby given and granted to Coffee Chicago Ltd., doing business as Coffee Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3323 North Clark Street. Said sidewalk cafe shall be thirty (30) feet in length and eleven (11) feet in width for a total of three hundred thirty (330) square feet and shall begin seven (7) feet from the face of the curb line along West Buckingham Place. 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, beginning April 1, 1990, through and including November 1, 1990.

Compensation: \$330.00

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.

Convito Italiano, Incorporated (Doing Business As Convito Italiano Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Convito Italiano, Incorporated, doing business as Convito Italiano 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 11 East Chestnut Street. Said sidewalk cafe area shall be fourteen (14) feet in length and fourteen (14) feet in width for a total of one hundred ninety-six (196) square feet and shall begin six (6) feet from the face of

~~the curb line along East Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:~~ 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.

~~Monday through Saturday, 11:30 A.M. to 9:00 P.M. for the use of a general services. The compensation shall be \$353.00 per month for the period of the ordinance.~~

~~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.

*D & J Pizza, Incorporated (Doing Business As
Ranalli's On Lincoln).*

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

SECTION 1. Permission and authority are hereby given and granted to D & J Pizza, Incorporated, doing business as Ranalli's on Lincoln, 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 1925 North Lincoln Avenue. Said sidewalk cafe shall be one hundred (100) feet in length and ten (10) feet in width for a total of one thousand (1,000) square feet and shall be located in the public way on the northerly side of the above named premises. 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

Sunday 12:00 Noon to 12:00 Midnight

Compensation: \$1,400.00

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.

SECTION 1. *Electric Beer Pump, Incorporated (Doing Business As Alcock's "We Rock")*, shall be permitted to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 411 South Wells Street. Said sidewalk cafe area shall be seventeen (17) feet in length and six (6) feet in width, for a total of one hundred two (102) square feet and shall begin ten (10) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

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

SECTION 1. Permission and authority are hereby given and granted to **Electric Beer Pump, Incorporated**, doing business as **Alcock's "We Rock"**, 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 411 South Wells Street. Said sidewalk cafe shall be seventeen (17) feet in length and six (6) feet in width, for a total of one hundred two (102) square feet and shall begin ten (10) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 9:00 P.M.
Sunday, 12:00 Noon to 9:00 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.

Flapjaw's Saloon, Limited.

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

SECTION 1. Permission and authority are hereby given and granted to Flapjaw's Saloon, Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 22 East Pearson Street. Said sidewalk cafe area shall be forty-three (43) feet in length and thirteen (13) feet six (6) inches in width for a total of five hundred eighty-one (581) square feet and shall begin ten (10) 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, 11:30 A.M. to 11:00 P.M.
Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$1,046.00

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. Peter Georgiou (Doing Business As P. K.'s Cafe).

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

SECTION 1. Permission and authority are hereby given and granted to Peter Georgiou, doing business as P. K.'s Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 659 North State Street. Said sidewalk cafe area 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 five (5) feet from the face of the curb line along East Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 4:30 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 of any 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.

*Glen Rose Corporation (Doing Business As
Zinfandeli's Cafe).*

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

SECTION 1. Permission and authority are hereby given and granted to Glen Rose Corporation, doing business as Zinfandeli's Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 6120 North Broadway. Said sidewalk cafe area shall be forty (40) feet in length and twelve (12) feet in width for a total of four hundred eighty (480) square feet and shall begin eight feet six inches (8'6") from the face of the curb along North Broadway. 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 9:00 P.M.

Compensation: \$327.00

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 account 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

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.

*Hawkeye's Bar and Grill, Incorporated (Doing
Business As Hawkeye's Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Hawkeye's Bar and Grill, Incorporated, doing business as Hawkeye's Bar and Grill, 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 1458 West Taylor Street. Said sidewalk cafe shall be fifty-six (56) feet in length and eight (8) feet in width for a total of four hundred forty-eight (448) square feet and shall begin five (5) feet from the face of the curb line along South Laflin Avenue. 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.

Sunday, 12:00 A.M. to 11:00 P.M.

Compensation: \$305.00

Authority for the above named privilege is herein given and granted for a period until a beginning April 1, 1990, through and including November 1, 1990, and upon the faithful observance and performance of any and all conditions and provisions

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.

*Hilton Hotels Corporation (Doing Business As
Kitty O'Shea's).*

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

SECTION 1. Permission and authority are hereby given and granted to Hilton Hotels Corporation, doing business as Kitty O'Shea'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 720 South Michigan Avenue. Said sidewalk cafe area shall be eighty-five (85) feet in length and fourteen (14) feet in width for a total of one thousand one hundred ninety (1,190) square feet and shall begin seventeen (17) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

~~Monday through Sunday, 11:00 A.M. to 12:00 Midnight~~ maintained at all times by the grantee until
~~the structures or appliances described in this ordinance are removed and the public way is~~
~~restored to its original condition.~~
~~Compensation \$1,660.00.~~

~~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.

*Irving's For Red Hot Lovers Number 5, Incorporated
(Doing Business As Irving's Number 5).*

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

SECTION 1. Permission and authority are hereby given and granted to Irving's for Red Hot Lovers No. 5, Incorporated, doing business as Irving's No. 5, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 111 North Wells Street. Said sidewalk cafe area shall be thirty-three (33) feet in length and ten (10) feet in width for a total of three hundred thirty (330) square feet and shall begin seven (7) feet from the face of

the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:30 A.M. to 7:00 P.M.

Saturday, 10:00 A.M. to 3:00 P.M.

Compensation: \$1,281.00

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.

It's Natural, Incorporated (Doing Business As It's Natural).

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

SECTION 1. Permission and authority are hereby given and granted to It's Natural, Inc., a corporation, doing business as It's Natural, 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 324 North Michigan Avenue. Said sidewalk cafe area shall be twelve (12) feet in length and ten (10) feet in width, for a total of one hundred twenty (120) square feet and shall begin ten (10) feet two (2) inches from the face of the curb line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 7:00 P.M.

Saturday and Sunday, 10:00 A.M. to 6:00 P.M.

Compensation: \$864.00

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.

that the *Jamie's Restaurant, Incorporated (Doing Business As Santa Fe Cafe)* and the City of Chicago is hereby authorized to determine what cost will be incurred for the removal, relocation, relocation, repair, maintenance, or restoration and the cost as to the amount shall be

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

SECTION 1. Permission and authority are hereby given and granted to *Jamie's Restaurant, Incorporated, doing business as Santa Fe 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 800 North Dearborn Street. Said sidewalk cafe area shall be twenty-nine (29) feet in length and thirteen (13) feet in width for a total of three hundred seventy-seven (377) square feet and shall begin eleven (11) feet back from the face of the curb line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 3:00 P.M. to 10:00 P.M.
 Monday through Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: \$679.00

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, herein 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 vaults of General Services; Bureau of Asset Management, and other utilities. For the City of Chicago to

Jessica's Partnership (Doing Business As Scoozi).

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

SECTION 1. Permission and authority are hereby given and granted to Jessica's Partnership, doing business as Scoozi, 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 410 West Huron Street. Said sidewalk cafe shall be eighty (80) feet in length and ten (10) feet nine (9) inches in width for a total of eight hundred sixty (860) square feet and shall begin five (5) feet seven (7) inches from the face of the curb line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:30 A.M. to 10:30 P.M.
Saturday and Sunday, 5:00 P.M. to 10:30 P.M.

Compensation: \$585.00

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 the 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, in of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the go will construction, reconstruction, maintenance, use and removal of said structures or grantee 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.

*Johanna's Wine Bar Limited (Doing Business
As Johanna's Wine Bar).*

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

SECTION 1. Permission and authority are hereby given and granted to Johanna's Wine Bar Limited, doing business as Johanna's Wine Bar, 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 10 East Delaware Place. Said sidewalk cafe area shall be twelve (12) feet in length and twelve (12) feet six (6) inches in width for a total of one hundred fifty (150) square feet and shall begin seven (7) feet from the face of the curb line along East Delaware Place. 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: \$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, the Commissioner of Inspections and the Commissioner of General Services. The

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 herein 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.

*K & E Enterprises, Incorporated (Doing Business As
Croissant & Company).*

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

SECTION 1. Permission and authority are hereby given and granted to K & E Enterprises, Incorporated, doing business as Croissant & Company, 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 203 North Wabash Avenue. Said sidewalk cafe area No. 1 on the North Wabash Avenue side of the above named property shall be six (6) feet in length and four (4) feet in width and sidewalk cafe area No. 2 shall be eight (8) feet in length and four (4) feet in width for a total of fifty-six (56) square feet and shall begin sixteen (16) feet from the face of the curb line along North Wabash Avenue. Said sidewalk cafe area on the East Lake Street side of the above named property shall be twelve (12) feet in length and four (4) feet in width for a total of forty-eight (48) square feet and shall begin sixteen (16) feet from the face of the curb line along East Lake Street. The compensation for said space and the days and hours of operation of the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 7:00 P.M.

Saturday, 8:00 A.M. to 5:30 P.M.

Sunday, 10:00 A.M. to 4:00 P.M.

Compensation: \$404.00

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 use 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. Jim Kontas (Doing Business As Tempo Restaurant).

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

SECTION 1. Permission and authority are hereby given and granted to Jim Kontas, doing business as Tempo 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 One East Chestnut Street. Said sidewalk cafe area No. 1 shall be twenty (20) feet in length and fourteen (14) feet in width and area No. 2 shall be

...twenty-two (22) feet in length and fourteen (14) feet in width for a total of six hundred (600) square feet and shall begin six (6) 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, 10:00 A.M. to 10:00 P.M.

Compensation: \$1,080.00

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.

authorized to determine ~~Leona's Pizzeria, Incorporated (Doing~~ said removal, relocation, alteration, repair, maintenance ~~Business As Leona's)~~ 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 ~~Be It Ordained by the City Council of the City of Chicago:~~ upon demand. It shall be the responsibility of the grantee to furnish the sum of \$385.00, prior to removal, as payment for

SECTION 1: Permission and authority are hereby given and granted to Leona's Pizzeria, Incorporated, doing business as Leona'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 3215 North Sheffield Avenue. Said sidewalk cafe area shall be fifty-five (55) feet in length and seven (7) feet in width for a total of three hundred eighty-five (385) square feet and shall begin five (5) feet from the face of the curb line along North Sheffield Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 10:00 A.M. to 12:00 Midnight

Compensation: \$385.00

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.

*Lauter And Lauter, Incorporated (Doing Business As
J. Higby's Yogurt And Treat Shoppe).*

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

SECTION 1. Permission and authority are hereby given and granted to Lauter and Lauter, Incorporated, doing business as J. Higby's Yogurt and Treat Shoppe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 912 North Rush Street. Said sidewalk cafe area shall be twenty-eight (28) feet in length and seven (7) feet in width for a total of one hundred ninety-six (196) square feet and shall begin six (6) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$353.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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 Restaurant West, Incorporated (Doing
Business As Melrose Restaurant West).*

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

SECTION 1. Permission and authority are hereby given and granted to Melrose Restaurant West, Incorporated, doing business as Melrose Restaurant West, 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 930 West Belmont Avenue. Said sidewalk cafe area shall be one hundred ten (110) feet in length and five (5) feet in width, for a total of five hundred fifty (550) square feet and shall begin ten (10) feet from the face of the curb line along North Wilton 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 11:00 P.M.
Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$550.00

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 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.

*MGRE 1001, Incorporated (Doing Business As
Boogie's Diner).*

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

SECTION 1. Permission and authority are hereby given and granted to MGRE 1001, Incorporated, doing business as Boogie's Diner, 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 923 North Rush Street. Said sidewalk cafe area shall be seventy (70) feet in length and six (6) feet in width, for a total of four hundred twenty (420) 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, 8:00 A.M. to 11:00 P.M.

Compensation: \$756.00

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 authorized Commissioner of Public Works way is restored as herein required.

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.

*Ms. Angela Mitchell (Doing Business
As Artist's Snack Shop).*

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

SECTION 1. Permission and authority are hereby given and granted to Angela Mitchell, doing business as Artists Snack Shop, 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 412 South Michigan Avenue. Said sidewalk cafe area shall be fifty-seven (57) feet in length and thirteen (13) feet in width for a total of seven hundred forty-one (741) square feet and shall begin fifteen (15) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,038.00

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.

*Mondelli's Lounge, Incorporated (Doing Business As
Mondelli's).*

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

SECTION 1. Permission and authority are hereby given and granted to Mondelli's Lounge, Incorporated, doing business as Mondelli'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 7 East Oak Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width for a total of three hundred (300) square feet and shall begin seven (7) 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, 11:00 A.M. to 11:00 P.M.

Compensation: \$540.00

the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

SECTION 1. The permission and authority herein granted shall not be exercised until a grantee is named by the City of Chicago.

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

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.

*Mort's Delicatessen, Incorporated (Doing
Business As Mort's Deli).*

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

SECTION 1. Permission and authority are hereby given and granted to Mort's Delicatessen, Incorporated, doing business as Mort's Deli, 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 159 North Wabash Avenue. Said sidewalk cafe shall be sixty (60) feet in length and fourteen (14) feet in width for a total of eight hundred forty (840) square feet and shall begin eight (8) feet from the face of the curb line

along North Wabash Avenue. The compensation for said space and the days and hours of policy operation for the sidewalk cafe shall be as follows:

The grantee shall furnish to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The grantee shall maintain liability insurance coverage until Monday through Saturday, 8:00 A.M. to 7:00 P.M.

Compensation: \$3,260.00

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

is 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.

*Noor Enterprises, Incorporated (Doing
Business As Max's Take-Out).*

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

SECTION 1. Permission and authority are hereby given and granted to Noor Enterprises, Incorporated, doing business as Max's Take-Out, upon the terms and subject not 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 32 North State Street. Said sidewalk cafe area shall be fourteen (14) feet in length and twenty-two (22) feet in width for a total of three hundred eight (308) square feet and shall leave twenty-two (22) feet of clear space from the face of the building for pedestrian flow and shall begin twelve (12) 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, 10:00 A.M. to 8:00 P.M.
Sunday, 11:00 A.M. to 5:00 P.M.

Compensation: \$1,196.00

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.

One Fin, Incorporated (Doing Business As The Savoy Bar And Grill),
 Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to One Fin, Incorporated, doing business as The Savoy Bar and Grill, 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 440 South LaSalle Street. Said sidewalk cafe shall be thirty-six (36) feet in length and thirty-six (36) feet in width for a total of one thousand two hundred ninety-six (1,296) square feet in Financial Place Plaza. 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 12:00 Midnight

Compensation: \$1,815.00

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.

Park-Hyatt-Chicago (Doing Business As LaTour Cafe). for removal, replacement, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, use or operation, contents, design, color and other qualities of the same.

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

SECTION 1. Permission and authority are hereby given and granted to Park-Hyatt Chicago, doing business as LaTour 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 800 North Michigan Avenue. Said sidewalk cafe area shall be seventy-three (73) feet in length and twelve (12) feet in width, for a total of eight hundred seventy-six (876) square feet and shall begin eight (8) feet from the face of the building line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 11:00 P.M.

Compensation: \$6,308.00

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 grantee are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage, provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Restpro, Incorporated (Doing Business As
Cafe Classico).*

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

SECTION 1. Permission and authority are hereby given and granted to Restpro, Incorporated, doing business as Cafe Classico, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 20 North Michigan Avenue. Said sidewalk cafe shall be ten (10) feet in length and nine (9) feet six (6) inches in width for a total of ninety-five (95) square feet and shall begin ten (10) feet from the face of the curb line along North Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 9:00 A.M. to 9:00 P.M.

Compensation: \$369.00

Authority for the above named privilege is herein given and granted 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

SECTION 2. Structures and appliances herein authorized are removed and the public way is restored as herein required. In the event of termination of the privilege herein granted or the grantee's failure to restore the premises, the

SECTION 3. This ordinance is subject to amendment, modification or repeal, and the 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 herein accrue against, be charged to, or recovered from said City from, or by reason, or on account of, or 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. Gary J. Rito (Doing Business
As The Ice Cream Club).*

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

SECTION 1. Permission and authority are hereby given and granted to Gary J. Rito, doing business as The Ice Cream Club, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 32 East Oak Street. Said sidewalk cafe area shall be five (5) feet in length and five (5) feet in width and ten (10) feet in length and five (5) feet in width, respectively, for a total of seventy-five (75) square feet and shall begin thirteen (13) 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, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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 herein 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.

*Salvino's Enterprises, Incorporated (Doing Business As
Chicago Style Pizza).*

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

SECTION 1. Permission and authority are hereby given and granted to Salvino's Enterprises, Incorporated, doing business as Chicago Style 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 120 South Michigan Avenue. Said sidewalk cafe area shall be seventeen (17) feet eight (8) inches in length and nineteen (19) feet six (6) inches in width for a total of three hundred forty-four (344) square feet and shall begin twelve (12) feet from the face of the curb line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,335.00

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.

*Some Like It Hot Limited Partnership (Doing Business
As Hat Dance).*

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

SECTION 1. Permission and authority are hereby given and granted to Some Like It Hot Limited Partnership, doing business as Hat Dance, 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 325 West Huron Street. Said sidewalk cafe area shall be thirty-six (36) feet in length and nine (9) feet in width for a total of three hundred twenty-four (324) square feet and shall begin seven (7) feet from the face of the curb line along West Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:30 P.M. on the sidewalk between
and West of Friday and Saturday, 11:30 A.M. to 11:00 P.M. on the sidewalk between
of the sidewalk Sunday, 10:00 A.M. to 10:30 P.M. The compensation for said space and the
and north of the sidewalk shall be as follows:

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.

Sparta Gyros, Incorporated (Doing Business As Tony's Place).

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

SECTION 1. Permission and authority are hereby given and granted to Sparta Gyros, Incorporated, doing business as Tony's Place, upon the terms and subject to the conditions

of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 22 East Chicago Avenue. Said sidewalk cafe area shall be thirteen (13) feet in length and sixteen (16) feet in width for a total of two hundred eight (208) square feet and shall begin ten (10) feet from the face of the curb line along East Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 10:00 A.M. to 10:00 P.M.
Friday through Sunday, 10:00 A.M. to 8:00 P.M.

Compensation: \$375.00

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.

habilit. and enr-~~Superior Associates, Incorporated (Doing Business~~ removal, relocation, alteration, repair, maintenance ~~As Superior Street Cafe).~~ structures or appliances herein authorized, and from any and all damages thereon on account of the location, construction, operation, repair or maintenance of any park-ways, bridges, subways, tunnels, vaults.

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

SECTION 1. Permission and authority are hereby given and granted to Superior Associates, Incorporated, doing business as Superior Street Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 311 West Superior Street. Said sidewalk cafe area shall be forty-two (42) feet in length and six (6) feet in width for a total of two hundred fifty-two (252) square feet and shall provide five (5) feet of clearance from cafe perimeter and trees for pedestrian traffic. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

*T.G.I. Friday's, Incorporated (Doing Business
As T. G. I. Friday's).*

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

SECTION 1. Permission and authority are hereby given and granted to T.G.I. Friday's, Incorporated, doing business as T.G.I. Friday'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 153 East Erie Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and twelve (12) feet in width for a total of four hundred twenty (420) square feet and shall begin eight (8) feet from the face of the curb line along East Erie 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: \$756.00

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.

*The Gold Coast Group, Limited (Doing Business As
The Talbott Hotel).*

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

SECTION 1. Permission and authority are hereby given and granted to The Gold Coast Group, Limited, doing business as The Talbott Hotel, 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 East Delaware Street. Said sidewalk cafe area shall be sixty (60) feet in length and ten (10) feet in width for a total of six hundred (600) square feet and shall begin ten (10) feet from the face of the curb line along East Delaware Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,080.00

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.

*The Waterfront Limited (Doing Business
As The Waterfront).*

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

SECTION 1. Permission and authority are hereby given and granted to The Waterfront Limited, doing business as The Waterfront, 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 16 West Maple Street. Said sidewalk cafe shall be twenty-four (24) feet in length and ten (10) feet in width for a total of two hundred forty (240) square feet and shall leave eight (8) feet of clear space for pedestrian flow directly in front of the premises. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$432.00

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. Insurance 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.

*Uzdawinis And Kobayashi, Incorporated (Doing Business
As Cafe Selmarie).*

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

SECTION 1. Permission and authority are hereby given and granted to Uzdawinis and Kobayashi, Incorporated, doing business as Cafe Selmarie, 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 2327 West Giddings Plaza. Said sidewalk cafe shall be twenty-five (25) feet in length and twenty (20) feet in width for a total of five hundred (500) square feet and shall begin twelve (12) feet six (6) inches from the face of the building along West Giddings Plaza. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday, 10:00 A.M. to 8:00 P.M. and authority herein granted shall not be exercised until a
Tuesday through Saturday, 10:00 A.M. to 10:00 P.M. and upon the faithful observance and performance of any and all conditions and provisions
Compensation: \$340.00 and upon the faithful observance and performance of any and all conditions and provisions

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. James M. Straight And Mr. Marco A. Valdez
(Doing Business As Marco's Paradise Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to James M. Straight and Marco A. Valdez, doing business as Marco's Paradise 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 3358 North Sheffield Avenue. Said sidewalk cafe area shall be forty-two (42) feet in length and eleven

(11) feet ten (10) inches in width for a total of four hundred ninety-nine (499) square feet along West Roscoe Street. Said sidewalk cafe shall begin five (5) feet six (6) inches from the face of the curb line along West Roscoe Street. 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 11:00 P.M.

Friday and Saturday, 8:00 A.M. to 12:00 Midnight

Compensation: \$340.00

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 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.

VSG, Incorporated (Doing Business As Popeye'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 VSG-moval Incorporated, doing business as Popeye'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 222 South State Street. Said sidewalk cafe shall be forty-two (42) feet in length and fifteen (15) feet in width for a total of six hundred thirty (630) square feet and shall begin six (6) feet six (6) inches from the face of the curb line along South Quincy Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:~~

Monday through Friday, 9:00 A.M. to 9:00 P.M.

Saturday, 9:00 A.M. to 8:00 P.M.

Sunday, 9:00 A.M. to 6:00 P.M.

Compensation: \$882.00

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.

recover from the insurance of *West Egg Cafe*, 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 **Be It Ordained by the City Council of the City of Chicago:** given to perform said removal, relocation,

SECTION 1. Permission and authority are hereby given and granted to *West Egg 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 620 North Fairbanks Court. Said sidewalk cafe area shall be thirty-one (31) feet in length and eleven (11) feet in width, for a total of three hundred twenty-six (326) square feet and shall begin six (6) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 8:00 A.M. to 9:00 P.M.

Friday and Saturday, 8:00 A.M. to 10:00 P.M.

Sunday, 8:00 A.M. to 4:00 P.M.

Compensation: \$587.00

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.

*Yofi Tofi Enterprises, Incorporated (Doing Business As
HA Spuntino).*

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

SECTION 1. Permission and authority are hereby given and granted to Yofi Tofi Enterprises, Incorporated, doing business as HA Spuntino, 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 600 South Dearborn Street. Said sidewalk cafe area shall be thirty-two (32) feet in length and eight (8) feet six (6) inches in width for a total of two hundred seventy-two (272) square feet and shall have seven (7) feet two (2) inches of clear space from the face of the building to the first obstruction on South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:00 P.M.
Friday and Saturday, 11:30 A.M. to 11:00 P.M.

Compensation: \$381.00

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.

*Zippy's Hamburger's, Incorporated (Doing Business
As Zippy's Hamburger's).*

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

SECTION 1. Permission and authority are hereby given and granted to Zippy's Hamburger's, Incorporated, doing business as Zippy's Hamburger's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 838 North State Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and thirteen (13) feet in width for a total of three hundred twenty-five (325) square feet and shall begin five (5) feet from the face of the curb line along West Chestnut Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$585.00

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 herein 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.

223 Chicago Corporation (Doing Business
As Gatz 223).

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

SECTION 1. Permission and authority are hereby given and granted to 223 Chicago Corporation, doing business as Gatz 223, 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 225 West Chicago Avenue. Said sidewalk cafe area shall be fifty-three (53) feet in length and eight (8) feet in width for a total of four hundred twenty-four (424) square feet and shall begin eight (8) feet from the face of the curb line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 4:00 P.M. to 11:00 P.M.

Compensation: \$764.00

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. The Department of Public Works considers it necessary or in the public interest that we shall make

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.

*733 South Dearborn Corporation (Doing Business
As Moonraker).*

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

SECTION 1. Permission and authority are hereby given and granted to 733 South Dearborn Corporation, doing business as Moonraker, 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 733 South Dearborn Street. Said sidewalk cafe area No. 1 shall be eleven (11) feet in length and five (5) feet in width and area No. 2 shall be twenty-nine (29) feet in length and five (5) feet in width for a total of two hundred (200) square feet and shall be five (5) feet from the face of the curb line along South Dearborn 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:

Monday through Thursday, 11:30 A.M. to 10:00 P.M.

Friday and Saturday, 11:30 A.M. to 11:00 P.M.

Sunday, 10:00 A.M. to 9:00 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.

**1028 North Rush Street Corporation (Doing
Business As Gibson's Steak House).**

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

SECTION 1. Permission and authority are hereby given and granted to 1028 North Rush Street Corporation, doing business as Gibson's Steak House, 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 1028 North Rush Street. Said

sidewalk cafe area shall be fifty-four (54) feet in length and three (3) feet in width for a total of one hundred sixty-two (162) feet and shall begin nine (9) feet from the face of the curb line along East Bellevue Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 11:00 A.M. to 11:00 P.M.
Saturday and Sunday, 10:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

agreements. The 3332 North Broadway Corporation (Doing Business as J. Higby's Yogurt and Treat Shoppe) has intentions and licenses collect...
 Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 3332 North Broadway Corporation, doing business as J. Higby's Yogurt and Treat Shoppe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located 3332 North Broadway. Said sidewalk cafe area shall be thirteen (13) feet in length and five (5) feet in width along North Broadway and twelve (12) feet in length and six (6) feet in width along West Buckingham Place for a total of one hundred thirty-seven (137) square feet and shall begin seven (7) feet from the face of the curb line along North Broadway and eight (8) feet from the face of the curb line along West Buckingham Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Friday and Saturday, 11:00 A.M. to 12:00 Midnight
 Sunday through Thursday, 11:00 A.M. to 11:00 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.

GRANT OF PRIVILEGE TO LESTER LAMPERT, INCORPORATED
FOR MAINTENANCE OF CANOPY AT 701 NORTH
MICHIGAN AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, March 29, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on February 7, 1990) for Lester Lampert, Incorporated, to maintain and use a canopy over the public right-of-way attached to the building located at 701 North Michigan Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lester Lampert, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 701 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 8 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.

**BANKER'S LIFE AND CASUALTY COMPANY AUTHORIZED TO
MAINTAIN AND OPERATE INTEROFFICE FIBER
OPTIC TELECOMMUNICATIONS SYSTEM IN
PUBLIC WAY.**

The Committee on Streets and Alleys submitted the following report:

T.S. Restoration

CHICAGO, April 2, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance (referred on February 16, 1989) for Banker's Life and Casualty Company to construct, install, renew, repair, maintain and operate a telecommunications system, consisting primarily of fiber optic cable, under or above the public ways of the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Banker's Life & Casualty Company ("Grantee"), a wholly owned subsidiary of Southwestern Life Insurance Company, Dallas, Texas, is an Illinois corporation which is authorized and engaged in the business of selling insurance in Illinois; and

WHEREAS, Grantee has constructed and wishes to maintain and operate, as constructed and installed, a two-way high-speed telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent or intermediary 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 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 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 Section 113.1 of the 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.

1.1 License Fee Details

1.5 "Code" shall mean the Municipal Code of Chicago.

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 System. A contractor may be an Affiliate.

1.7 "Interoffice Telecommunications Services" or "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 a System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided that the provision of Services shall not include either the operation of a Cable Television System or, the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.8 "Interoffice Telecommunications System" or "System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that no portion of a System shall also constitute all or any portion of a Cable Television System or, shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.9 "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 System.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the non-exclusive right to repair, operate and maintain, as now constructed and installed, its 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. This ordinance does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties.

2.2 Term And Effective Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the Chicago City Council (the "Expiration Date").

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 the Department 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 approval, modification or rejection of the Chicago City Council in its sole discretion.

2.5 Location Of Authorized Routes.

Grantee's System may extend for a total distance of two hundred and ninety-four (294) linear feet or approximately 0.0557 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 And Other Entities.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.

3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not unduly 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 System is located in a manner inconsistent with Grantee's use thereof.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police, proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. 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 System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section

11.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of the Department 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 the Department 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 the Department 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. Grantee shall remove, replace or relocate 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 Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department 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 the Department of General Services, of abandoning the portion of its System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's System pursuant to this Section 3.3.2 conducted with the approval of the Commissioner of the Department 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 part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Relocation Or 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 but not, in any case, exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, 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 System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department 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 System. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's 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 System, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Public Works and the 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 ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its 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 System, without prior consent of the Chicago 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 a major portion of the tangible assets of Grantee shall be considered an assignment 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 the Department 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 ordinance 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 Code and provide such other certifications as the City shall require.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this ordinance 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 the Department 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 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 the Department 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 \$1,764.00 on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee (together with amounts representing compensation equivalent to the Annual Fee for past use of the Authorized Routes on a pro rata basis) shall be payable 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 legality or collection of 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 Annual 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 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 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 Code.

SECTION 6. Insurance And Indemnification.**6.1 Insurance.**

No 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 System and restore the Authorized Routes 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 System specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** 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 shall be obtained. 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 with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity shall be provided. 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 any and 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 construction, installation, maintenance and operation of Grantee's System to be performed, Automobile Liability Insurance shall be maintained 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, 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 violation of this ordinance. The City reserves the right to stop any work related to Grantee's 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 such insurance policy be replaced with such other insurance policy consistent with the requirements set forth in 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 Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum required limits 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 limits 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 the 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 Section 6.1 and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's 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 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, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its 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 the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition, to jointly and severally understand and agree 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 Grantee, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

SECTION 7. Construction And Installation Of Grantee's Systems.

7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval by the 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 by Grantee in a timely manner for approval by 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 any proposed extension, reduction or removal of any portion of Grantee's System along the Authorized Routes. 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.

7.2 Maintenance Requirements And Standards.

7.2.1 In General.

Grantee shall maintain and operate, as now constructed, its 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, including but not limited to, 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 System.

7.2.3 Construction And Installation Procedures.

No later than sixty (60) days after passage of this ordinance by the Chicago City Council, Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures, as installed, of its 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 the Department of Public Works for review and approval and said documents (and Grantee's System) shall be modified as said Commissioner may require in the interest of public safety.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's System located along the Authorized Routes of a size and material satisfactory to the Commissioner of the Department of Public Works no later than sixty (60) days after passage of this ordinance by the Chicago City Council. Grantee shall update such drawings within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

7.2.6 Use Of Existing Conduits.

If Grantee is using existing conduit owned by any other party, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning existing conduit and any applicable tariffs.

7.2.7 Adjoining Property Owners.

All of Grantee's System shall be 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 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 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. 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 System, after passage of this ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

7.3 Restoration Permit.

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/or the owner of such private property, rebuild, restore and repair such Public Ways, including any cartways or sidewalks 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.

7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of Public Works as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other City departments as applicable (such as the Streets and Sanitation Department and the Building Department) in a timely fashion when and as required.

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 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 the "as built" drawings required by Section 7.2.4 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 System located in the Public Ways.

and laws and regulations, including but not limited to, the standards set by the City of Chicago
8.2 Physical Audit. Public Works and the Building Department

In the event that the Commissioner of the Department 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 System, then the City may send its own personnel or hire an engineering firm of the City's choice (the "City's Inspector") to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines in said audit that a material discrepancy exists 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 pursuant to Sections 7.2.4. and 8.1, Grantee shall be given written notice of said discrepancy and be given ten (10) 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 liquidated damages, if applicable, as specified in Section 10), and shall pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

8.3 Trespassing Facilities.

Any portion of Grantee's 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 the Department 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 10 hereof; and/or
- (C) Seek other remedies available to the City under the Code, this ordinance or under Illinois law;

provided that the Commissioner of the Department 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 the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior receipt and approval by the Commissioner of the Department of Public

Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

SECTION 9. Repeal Of Privileges.
 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

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

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its 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 the Department of Public Works and in accordance with this ordinance and the 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 the Department of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.**10.1 Liquidated Damages.**

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which amount shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance,
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the 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 notice from the Commissioner of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

10.2 Other Rights Of City.

The right of the Commissioner of General Services to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the Chicago Council to repeal this ordinance pursuant to Section 9 of this ordinance and the right of the Commissioner of the Department of General Services under Section 11.2 to revoke the permit described in Section 11.1.

10.3 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this ordinance.

SECTION 11. Permit Needed.**11.1 Permit.**

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Commissioner of the Department 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 of \$1,764.00 and the amounts required in Section 5.1 has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of General Services.

11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, and of Section 7.4, the Commissioner of the Department of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of the Department of General Services, in exercise of his discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Commissioner of the Department of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.**12.1 No Recourse.**

Except as expressly provided in this ordinance or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

12.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

12.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States and its agencies (including, but not limited to the regulations and standards of the federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this ordinance as set forth herein.

SECTION 13. General Provisions.

13.1 Descriptive Headings.

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

13.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

Banker's Life & Casualty Company
4444 West Lawrence Avenue
Chicago, Illinois 60630
Attention: Vice President for
Corporate Services

7.1.5 Use (ii) If To The City:

Department of General Services
City of Chicago
320 North Clark Street
Room:502
Chicago, Illinois 60602
Attention: Commissioner

...the commission or other body...
...Chicago, Illinois 60602...
...Attention: Commissioner...

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

13.3 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 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 15. Effective Date.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Location Description.

Grantee's Interoffice Telecommunications System extends two hundred ninety-four (294) feet in the Public Ways as follows:

the cables are located in a trench, approximately 4-1/2 feet deep, containing four-inch (4") conduits. The trench is 294 linear feet, exiting the rear of the building located at 4837 North Elston Avenue and running southeast, in a straight line, parallel to North Elston Avenue. The trench line will cross West Gunnison Street and terminate directly into the rear of 4454 West Lawrence Avenue. Said fiber optic cables are used for voice and data transmission between Grantee's facilities located at 4837 North Elston Avenue and at 4454 West Lawrence Avenue.

KRONON MOTOR SALES, INCORPORATED AUTHORIZED TO
CONSTRUCT AND OPERATE INTEROFFICE FIBER
OPTIC TELECOMMUNICATIONS SYSTEM
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, April 3, 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 for Kronon Motor Sales, Incorporated, to construct and operate a two-way high-speed telecommunications system in the public ways of the City for its internal use and not for sale, resale, exchange or lease, located between 4009 North Kostner Avenue and 4410 West Irving Park Road.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Kronon Motor Sales, Incorporated ("Grantee") is an Illinois corporation which is authorized and engaged in the business of selling motor vehicles; and

WHEREAS, Grantee wishes to construct and operate a two-way high-speed telecommunications system in the public ways of the City for its internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent or intermediary 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 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 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 Section 113.1 of the 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 "Code" shall mean the Municipal Code of Chicago.

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 System. A contractor may be an Affiliate.

1.7 "Interoffice Telecommunications Services" or "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 a System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided that the provision of Services shall not include either the operation of a Cable Television System, or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.8 "Interoffice Telecommunications System" or "System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, including all instrumentalities, facilities, apparatus, repeaters, conduit, fiber optic cables, splicing boxes and services and related appurtenances; provided that no portion of a System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.9 "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 System.

SECTION 2. Grant Of Rights.

2.1 Grant Of Rights.

The City hereby grants to Grantee the non-exclusive right to construct, install, repair, operate and maintain, as now constructed and installed, its 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. This ordinance does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties.

2.2 Term And Effective Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the Chicago City Council (the "Expiration Date").

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 the Department 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 approval, modification or rejection of the Chicago City Council in its sole discretion.

2.5 Location Of Authorized Routes.

Grantee's System may extend for a total distance of two hundred and ninety- four (294) linear feet or approximately 0.0557 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 And Other Entities.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

SECTION 3. Nature Of Limitation Of Rights Granted.**3.1 Rights Not Exclusive.**

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees

and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not unduly 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 System is located in a manner inconsistent with Grantee's use thereof.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police, proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. 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 System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section 11.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of the Department 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 the Department 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 the Department 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. Grantee shall remove, replace or relocate 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 Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department 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 the Department of General Services, of abandoning the portion of its System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's System pursuant to this Section 3.3.2 conducted without the approval of the Commissioner of the Department of Public Works shall be or automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Relocation Or 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, but in any case not exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, 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 System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department 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 System. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's 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 System, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Public Works and the 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 ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its 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 System, without prior consent of the Chicago 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 a major portion of the tangible assets of Grantee shall be considered an assignment 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 the Department 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 ordinance 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 Code and provide such other certifications as the City shall require.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this ordinance 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 the Department of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Disclosure Of Ownership. Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unduly with the rights of other persons or entities to public ways, licenses and permits in the Public Ways and to act so as not to encumber or

~~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 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 the Department 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 \$360.00 on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee shall be payable 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 legality or collection of 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 Annual Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its 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 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 Code.

SECTION 6. Insurance And Indemnification.

6.1 Insurance.

On or prior to the commencement of construction of Grantee's System and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's System and restore the Authorized Routes, 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 System specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** 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 shall be obtained. Products/completed operation, independent contractors and contractual liability coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision shall be approved by the City Comptroller's Office of Risk Management.
- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property with respect to the operations Grantee or any Contractor performs Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity shall be provided. 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 any and 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 construction, installation, maintenance and operation of Grantee's System to be performed, Automobile Liability Insurance shall be maintained 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, 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 violation of this ordinance. The City reserves the right to stop any work related to Grantee's 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 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's Right To Increase Minimum Limits~~ from Section 6.1 within the air space boundaries particularly described upon the attached plan left "A"

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum required limits 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 limits 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 the 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 Section 6.1 of this ordinance and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's 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 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, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its 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 the Grantee shall reimburse the

City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition, to jointly and severally understand and agree 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 Grantee, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

SECTION 7. Construction And Installation Of Grantee's Systems.

7.1 Approval Of Specific Location.

No telecommunications facility comprising part of Grantee's System may be constructed or installed on any portion of the Authorized Routes without approval of the Commissioner of the Department 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. Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval by the Commissioner of the Department 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 by Grantee in a timely manner for approval by the Commissioner of the Department of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for any proposed extension, reduction or removal of any portion of Grantee's System along the Authorized Routes. 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 the Department of Public Works.

7.2 Maintenance Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, repair, maintain and operate, its 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, including but not limited to, 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 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 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 the Department of Public Works for review and approval prior to commencement of construction of Grantee's 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 System located along the Authorized Routes of a size and material satisfactory to the Commissioner of the Department of Public Works within sixty (60) days after completion of construction of said portions. Grantee shall update such drawings within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

7.2.6 Use Of Existing Conduits:

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property of the property owner. Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning existing conduit and any applicable tariffs.

7.2.7 Adjoining Property Owners.

All of Grantee's System shall be 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 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 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 the Department 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 System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the 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/or the owner of such private property, rebuild, restore and repair such Public Ways, including any cartways or sidewalks 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.

7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Public Works as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other City departments as applicable (such as the Streets and Sanitation Department and the Building Department) in a timely fashion when and as required.

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 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 the "as built" drawings required by Section 7.2.4 which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's System located in the Public Ways.

8.2 Physical Audit.

In the event that the Commissioner of the Department 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 System, then the City may send its own personnel or hire an engineering firm of the City's choice (the "City's Inspector") to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines in said audit that a material discrepancy exists 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 pursuant to Sections 7.2.4 and 8.1, Grantee shall be given written notice of said discrepancy and be given ten (10) 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 liquidated damages, if applicable, as specified in Section 10), and shall pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by City's Inspector.

8.3 Trespassing Facilities.

Any portion of Grantee's 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 the Department 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 10 hereof; and/or
- (C) Seek other remedies available to the City under the Code, this ordinance or under Illinois law;

provided that the Commissioner of the Department 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 the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior receipt and approval by the Commissioner of the Department of Public

Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

SECTION 9. Repeal Of Privileges.

9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

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

9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its 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 the Department of Public Works and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

SECTION 10. Sanctions.

10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult

to ascertain. Grantee, therefore, shall pay the City the sum of Two Hundred Dollars (\$200) a day until the violation is corrected, which amount shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance.
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the 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 notice from the Commissioner of the Department of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

10.2 Other Rights Of City.

The right of the Commissioner of the Department of General Services to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the Chicago Council to repeal this ordinance pursuant to Section 9 of this ordinance and the right of the Commissioner of General Services under Section 11.2 to revoke the permit described in Section 11.1.

10.3 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section for subsequent violations of this ordinance.

SECTION 11. Permit Needed.

11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Commissioner of the

Department 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 of \$360.00 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 the Department of General Services.

11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, and of Section 7.4, the Commissioner of the Department of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of the Department of General Services in exercise of his discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Commissioner of the Department of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

SECTION 12. Special Conditions.

12.1 No Recourse.

Except as expressly provided in this ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

12.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

13.3 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 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 15. Effective Date.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Location Description.

Grantee's Interoffice Telecommunications System extends sixty (60) feet in the Public Ways as follows:

Grantee's fiber optic cable shall extend from a pole located on the northwest corner of the premises known as 4009 North Kostner Avenue across North Kostner Avenue to a pole located on the northeast corner of the premises known as 4410 West Irving Park Road, a distance of approximately 60 feet at a height of 55 feet above grade. Said fiber optic cables are used for voice and data transmission between Grantee's facilities located at 4330 West Irving Park Road and at 4410 West Irving Park Road.

GRANT OF EASEMENT FOR AIR SPACE CONSTRUCTION OVER PROPERTY AT 342 WEST KINZIE STREET. (ii) proof of insurance by the City Comptroller's Office. (iii) payment of the first year's Annual Fee of \$600.00 has been received. (iv) a report authorizing use of the Assigned Routes pursuant to the
 The Committee on Streets and Alleys submitted the following report:

CHICAGO, April 2, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith to grant American National Bank and Trust Company, as Trustee, under Trust Number 105163, a perpetual easement in the air rights above a city-owned lot at 342 West Kinzie Street to construct a cantilever type office building.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and as such may exercise any power and perform any function pertaining to its government and affairs, including but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; and

WHEREAS, The City is the owner in fee simple of a certain parcel of real estate commonly known as 342 West Kinzie Street, which is legally described in the Grant of Easement for Air Space Construction which is attached and incorporated as Exhibit I to this ordinance; and

WHEREAS, American National Bank and Trust Company, as Trustee under Trust Account Number 105163 has proposed to purchase for the price of \$209,500.00, an easement in certain air rights above the parcel of real estate, such air rights being more particularly described in Exhibit I, for the construction of an office building above such parcel; and

WHEREAS, The City Council finds that the use of the air rights is not necessary for the City's purposes and that the above proposal to purchase should be accepted by the City; now, therefore,

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

SECTION 1. The Mayor, or his proxy, is authorized to execute and the City Clerk to attest a Grant of Easement for Air Space Construction in substantially the form attached hereto as Exhibit I, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 2. The Corporation Counsel is authorized to execute such other documents as may be necessary to effectuate the transaction set forth in the Grant of Easement for Air Space Construction.

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

Grant of Easement attached to this ordinance reads as follows:

Grant Of Easement

For Air Space Construction.

This Agreement, made and entered into this ____ day of _____, 1990, by and between the City of Chicago, a municipal corporation, its successors and assigns, hereinafter Grantor, and American National Bank and Trust Company, as Trustee, under Trust No. 105163, its successors and assigns, hereinafter Grantee.

Witnesseth:

Whereas, Grantor is the owner in fee simple of that certain parcel of real estate located in the City of Chicago, County of Cook, State of Illinois, which subject premises are more particularly bounded and described as follows:

Subject Premises

the west 18 feet of Lot 15 in Block 2 of Butler, Wright, and Webster's Addition to Chicago, a subdivision in the west half of the northeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, situated in the City of Chicago, in Cook County, Illinois

; and

Whereas, Grantee is the owner in fee simple of property immediately adjacent and contiguous to Grantor's premises aforesaid, which property of the Grantee is legally described as follows:

Lot 15 (except the west 18 feet) and all of Lot 16 in Block 2 in Butler, Wright, and Webster's Addition to Chicago in the west half of the west half of the northeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

; and

Whereas, Grantee desires to use certain air space over and above the subject premises in connection with the construction, operation and maintenance of a twelve-story office building, which air space boundaries are more fully described upon Exhibit "A" attached hereto and made a part hereof; and

Whereas, Both Grantor and Grantee desire to limit the use and occupancy of said air space over and above the subject premises to the Grantee's proposed structure, which proposed structure is more fully described upon Exhibits "A-1" and "A-8" attached hereto and made a part hereof.

Now, Therefore, It is mutually agreed as follows:

The Grantor, for and in consideration of the sum of Two Hundred Nine Thousand Five Hundred Dollars (\$209,500.00) does hereby grant, assign and set over to Grantee, as an appurtenance running with Grantee's land, an exclusive easement in and to the adjoining subject premises, for the construction, operation and maintenance of said proposed

structure within the area over and above said premises; all within the air space boundaries particularly described upon the aforesaid Exhibit "A".

Together with reasonable rights of surface ingress, egress and regress upon the afore-described premises as are necessary for the construction, maintenance, repair or replacement of the proposed structure, subject to a permit issued to Grantee upon reasonable conditions approved by the Corporation Counsel of Grantor.

Except as to the easement hereby granted, the Grantor shall continue to have the full use and enjoyment of the afore-described subject premises.

To have and to hold the said easement unto the Grantee and unto its successors and assigns forever under the specific conditions and restrictions as follows:

That the Grantee shall bear full responsibility for the use and enjoyment of the easement hereby granted and shall indemnify, defend and hold the Grantor harmless from all costs, attorneys' fees and claims of damage to person, property or premises resulting from the use, occupancy, and possession thereof by the Grantee; including claims arising as a consequence of the surface use of said premises as a public way, notwithstanding the acknowledged absence of a dedication of said property for public use by either the Grantor or its predecessors in interest.

That the Grantee shall provide the Grantor with Certificates of Insurance evidencing the Grantor as an additional insured on Grantee's Premises Liability, General Commercial Liability and Construction Related Liability insurance policies prior to the commencement of construction of the proposed structure; and that Grantee shall maintain said Certificates in full force and effect for commercially reasonable amounts, and provide evidence of same when requested, for the duration of this easement.

That the Grantee shall maintain the entirety of the proposed structure in good repair and in safe condition; further, that the Grantee shall otherwise comply with all other laws, ordinances and regulations applicable to the location, use and occupancy of said structure.

That said proposed structure shall, for its entire elevation, be set back a distance of no less than 8.00 feet from the west line of Lot 15 in the afore-described subject premises.

In the event the said premises are subjected to real estate taxation as a consequence of this grant of easement, the Grantee shall, upon receipt of Grantor's written notice and demand, promptly pay said tax and provide the Grantor with evidence of same.

In the event of the substantial destruction of the proposed structure, Grantee shall serve Grantor with written notice of its election whether to rebuild using the air space. If the Grantee elects not to rebuild, or if Grantee does not so elect within 90

days, or if Grantee does not so rebuild within 24 months, this easement shall terminate upon Grantor's recording an instrument to that effect.

In the event of Grantee's noncompliance with any of the specific conditions and restrictions aforesaid, the Grantee shall, upon receipt of Grantor's written notice and demand for compliance, provide Grantor with evidence of Grantee's compliance within ninety (90) days of said receipt. In the event Grantee fails to submit such evidence of compliance to Grantor within the time allowed, this easement shall cease and terminate without further notice.

All notices pursuant to this Agreement shall be by certified mail, return receipt requested, addressed to the following:

Grantor: Commissioner
Department Of General
Services
Room 505
320 North Clark Street
Chicago, Illinois 60610

Grantee: American National Bank
and Trust Company,
Trustee under Trust
Number 105163
33 North LaSalle Street
Chicago, Illinois 60602

In Witness Whereof, the parties hereto have duly executed this Agreement.

[Signature forms omitted for printing purposes.]

[Exhibits A, A-1 and A-8 attached to this Grant of Easement
printed on pages 14033 through 14036 of this Journal.]

COMMITTEE ON ZONING.

REAPPOINTMENT OF MR. REUBEN L. HEDLUND AS
MEMBER OF CHICAGO PLAN COMMISSION.

The Committee on Zoning submitted the following report:

(Continued on page 14037)

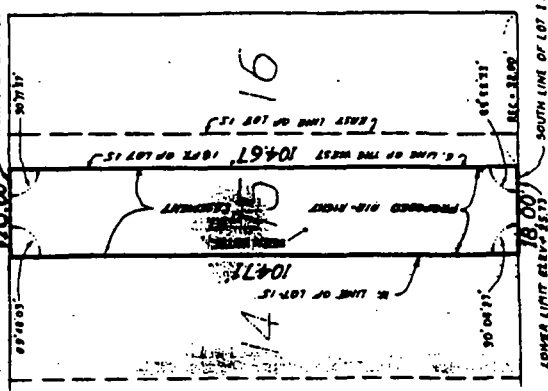
EXHIBIT A

THAT PART OF THE WEST 16.00 FEET OF LOT 15 LYING ABOVE A PLANE BEGINNING AT ELEVATION +25.75 FEET CHICAGO CITY DATUM, MEASURED ALONG THE SOUTH LINE OF LOT 15 THENCE NORTH, ALONG SAID PLANE, (OF UNIFORM SLOPE) TO ELEVATION +28.52 FEET CHICAGO CITY DATUM, MEASURED ALONG THE NORTH LINE OF LOT 15, AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION 198.52 FEET CHICAGO CITY DATUM, ALIEN BLOCK 2 IN BUTLER, WRIGHT AND WEBSTER'S ADDITION TO CHICAGO 1/4 THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEED - 1885 30.77 QZ. 02433 ACRES
 VOLUME - 885,888'S 8077.

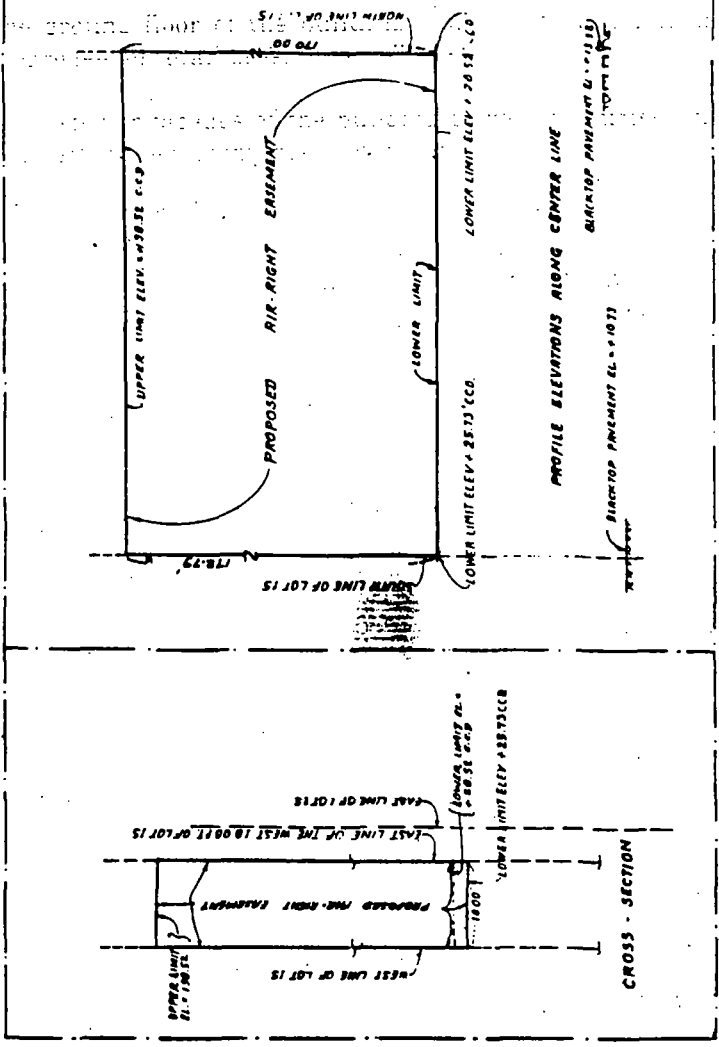
3
2
1

18 FT. PUBLIC ALLEY NORTH LINE OF LOT 15



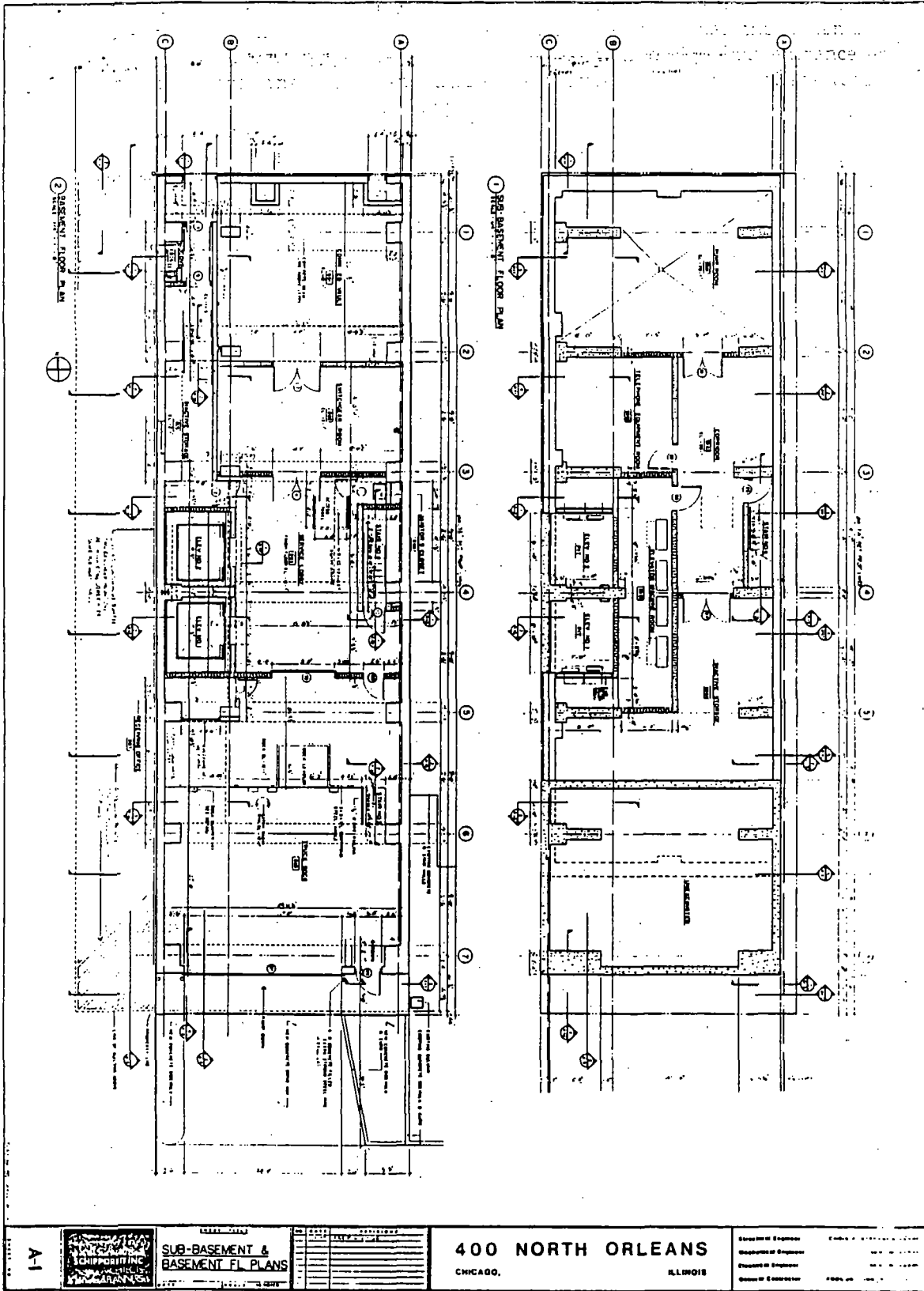
W. KINZIE ST.

NOTE
 CONVERTED TO CITY, BY CHICAGO BY
 DIST-CLAIM DEED RECORDED MAR 13, 1920 -
 AS DOC. B 8823 689



NO. 111111-8 APPROVED
 SURVEY NO. N-1133814 EXHIBIT
 DATE: JAN 14, 1990
 NATIONAL SURVEY SERVICE, INC.
 1000 N. LAKE ST. CHICAGO, ILL. 60611

EXHIBIT A-1



A-1



SUB-BASEMENT & BASEMENT FL PLANS

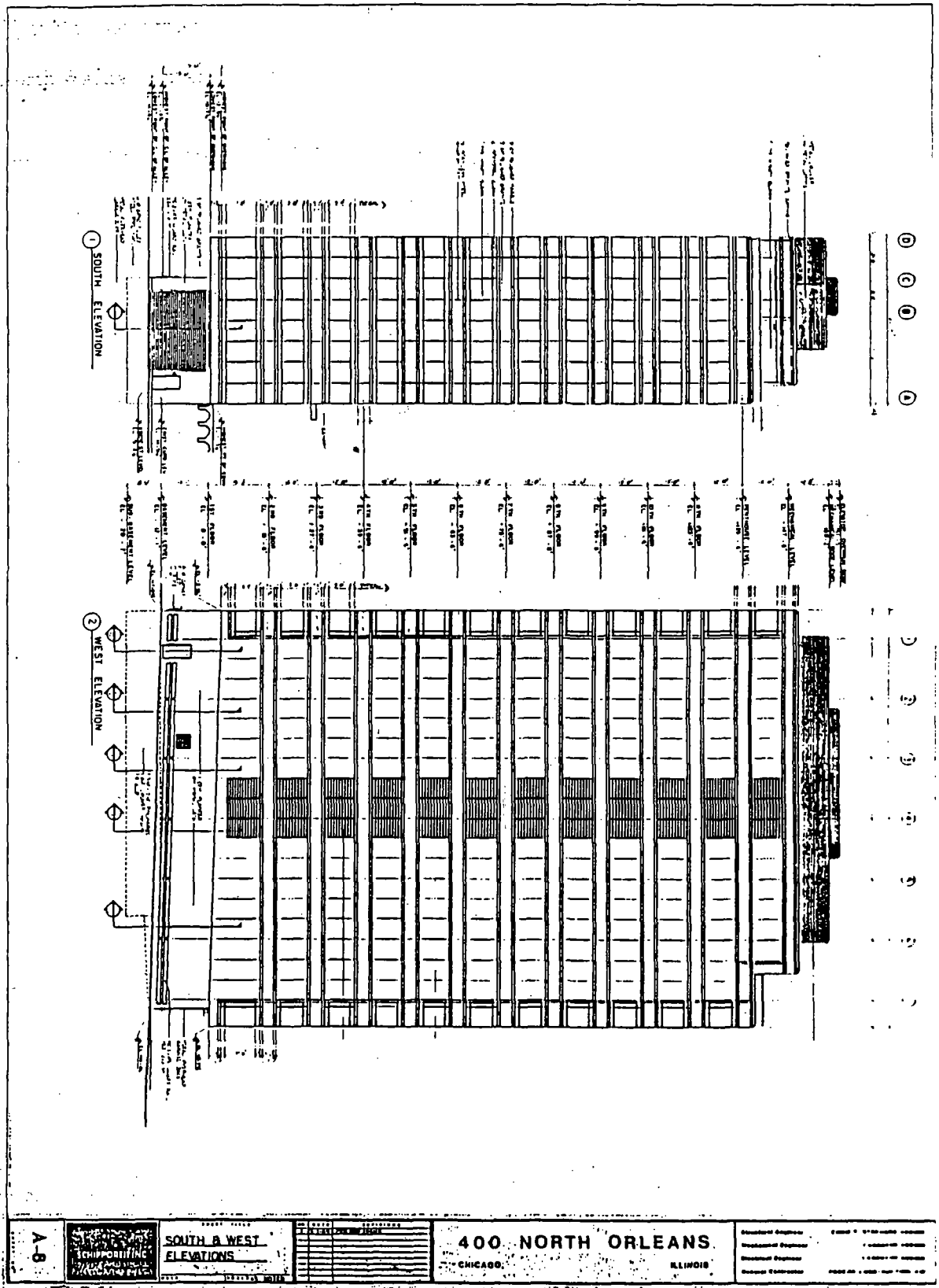
NO.	DESCRIPTION	DATE

400 NORTH ORLEANS

CHICAGO, ILLINOIS

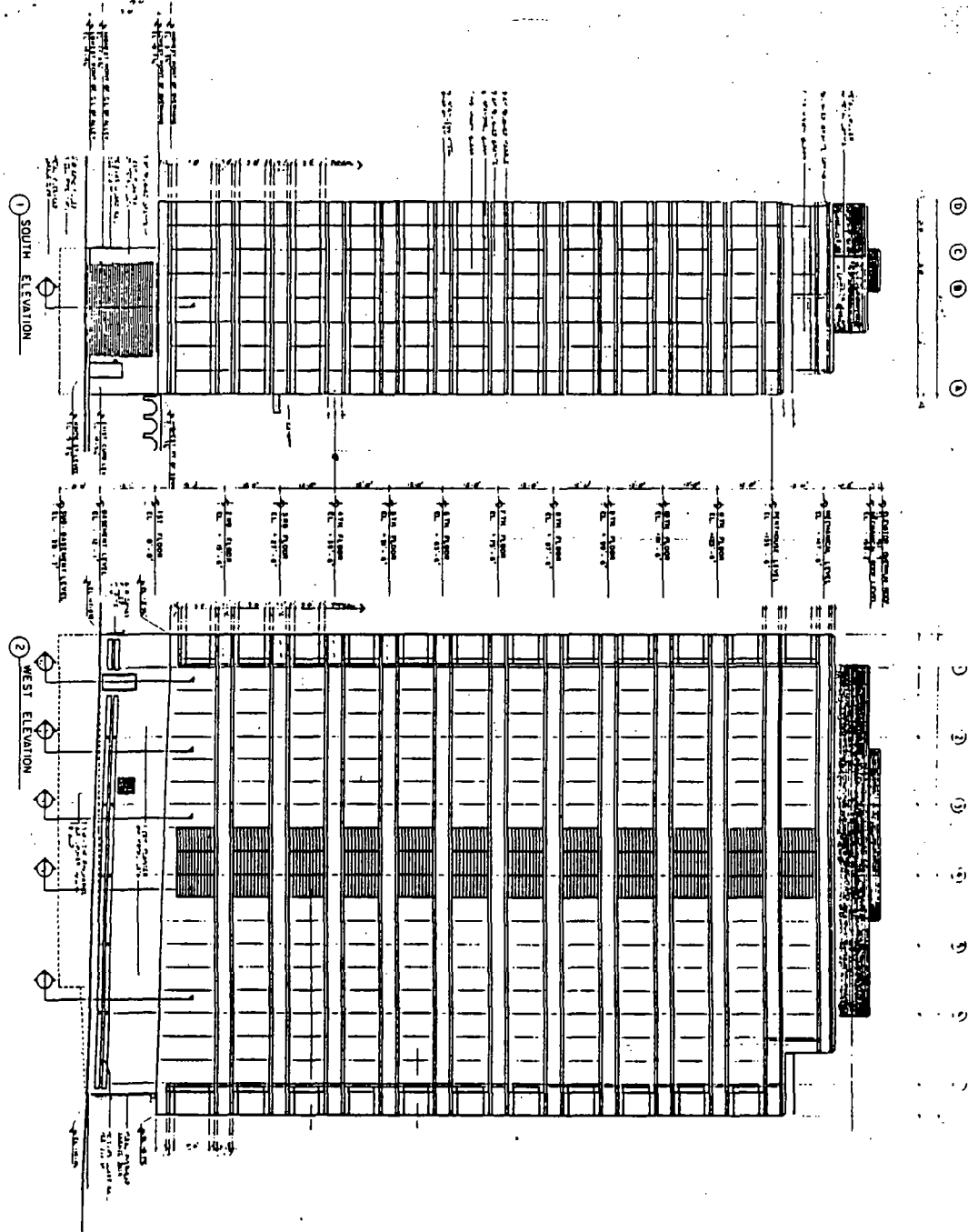
Structural Engineer
 Mechanical Engineer
 Electrical Engineer
 General Contractor

EXHIBIT A-8
(Page 1 of 2)



8-V		SOUTH & WEST ELEVATIONS	<table border="1"> <tr> <td>DATE</td> <td>REVISION</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	REVISION					400 NORTH ORLEANS CHICAGO, ILLINOIS	<table border="1"> <tr> <td>Architect</td> <td> </td> </tr> <tr> <td>Structural Engineer</td> <td> </td> </tr> <tr> <td>Mechanical Engineer</td> <td> </td> </tr> <tr> <td>Electrical Engineer</td> <td> </td> </tr> </table>	Architect		Structural Engineer		Mechanical Engineer		Electrical Engineer	
DATE	REVISION																		
Architect																			
Structural Engineer																			
Mechanical Engineer																			
Electrical Engineer																			

EXHIBIT A-8
(Page 2 of 2)



8-V		SOUTH & WEST ELEVATIONS	<table border="1"> <tr> <th>NO.</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	NO.	REVISION							400 NORTH ORLEANS. CHICAGO, ILLINOIS	Structural Engineer: [Name]
				NO.	REVISION								
Mechanical Engineer: [Name]													

(Continued from page 14032)

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on April 5, 1990, I beg leave to recommend that Your Honorable Body *Pass* Application Number MA-08, a communication transmitted from the Office of the Mayor, reappointing Reuben L. Hedlund as a member of the Chicago Plan Commission for a term expiring January 25, 1995.

In addition, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10603 which failed to meet the committee's approval and was unanimously voted do not pass.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form:

T-AD 030 regarding Division of Zoning Lots,

Application Number 10568, a Residential Business Planned Development,

Application Number 10595, a Residential Business Planned Development,

Application Number 10529, a Business Commercial Planned Development,

Application Number 10582, a Business Planned Development, and

Application Number A-2681 changing all the M1-1 Restricted Manufacturing Districts to those of an R4 General Residence District at a specific location in the 31st Ward.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10590, 10595, 10529, and 10582.

At this time, I along with Alderman Stone, move that this report be deferred and published with the exception of Application Number MA-08 approving the reappointment of Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission, term expiring January 25, 1995 and Application Number A-2706.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

AMENDMENT OF CHICAGO ZONING ORDINANCE TO
RECLASSIFY AREA SHOWN ON MAP
NUMBER 13-B.

The Committee on Zoning submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on April 5, 1990, I beg leave to recommend that Your Honorable Body pass Application Number MA-08, a communication transmitted from the Office of the Mayor, reappointing Reuben L. Hedlund as a member of the Chicago Plan Commission for a term expiring January 25, 1995.

In addition, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10603 which failed to meet the committee's approval and was unanimously voted do not pass.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form:

T-AD 030 regarding Division of Zoning Lots,

Application Number 10568, a Residential Business Planned Development,

Application Number 10595, a Residential Business Planned Development,

Application Number 10529, a Business Commercial Planned Development,

Application Number 10582, a Business Planned Development, and

Application Number A-2681 changing all the M1-1 Restricted Manufacturing Districts to those of an R4 General Residence District at a specific location in the 31st Ward.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10590, 10595, 10529 and 10582.

At this time, I, along with Alderman Stone, move that this report be deferred and published with the exception of Application Number MA-08 approving the reappointment of Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission, term expiring January 25, 1995 and Application Number A-2706.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, 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 Chicago Zoning Ordinance be amended by changing all the B4-1 Business Restricted Service District symbols and indications as shown on Map No. 13-B in the area bounded by:

North Harlem Avenue; West Farwell Avenue to a point 141 feet west; a line 364 feet south of West Farwell Avenue and parallel to North Harlem Avenue; a line 141 feet east to North Harlem Avenue and parallel to West Pratt Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 194A, ARTICLE 5.7-2 BY FURTHER
REGULATING DIVISION OF
ZONING LOTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Stone, *Deferred* and ordered published:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on April 5, 1990, I beg leave to recommend that Your Honorable Body pass Application Number MA-08, a communication transmitted from the Office of the Mayor, reappointing Reuben L. Hedlund as a member of the Chicago Plan Commission for a term expiring January 25, 1995.

In addition, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10603 which failed to meet the committee's approval and was unanimously voted do not pass.

I beg leave to recommend the passage of six ordinances which were corrected and reamended in their corrected form:

T-AD 030 regarding Division of Zoning Lots,

Application Number 10568, a Residential Business Planned Development,

Application Number 10595, a Residential Business Planned Development,

Application Number 10529, a Business Commercial Planned Development,

Application Number 10582, a Business Planned Development, and

Application Number A-2681 changing all the M1-1 Restricted Manufacturing Districts to those of an R4 General Residence District at a specific location in the 31st Ward.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10590, 10595, 10529 and 10582.

At this time, I along with Alderman Stone, move that this report be *Deferred and Published* with the exception of Application Number MA-08 approving the reappointment of Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission, term expiring January 25, 1995 and Application Number A-2706.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. Section 5.7-2 of Chapter 194A of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics as follows:

5.7-2 Division of Zoning Lots. The following provisions shall apply to the division of a zoning lot:

- (1) ~~None~~ No improved zoning lot shall hereafter be divided into two or more zoning lots and no portion of any improved zoning lot shall be sold, unless all improved zoning lots resulting from each such division or sale shall conform with all the applicable bulk regulations of the zoning district in which the property is located. However, with respect to the resubdivision of improved zoning lots in [the] *an R3, R4 or R5* District, side yard requirements shall not apply between attached buildings.

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

*Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.*

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Stone, *Deferred* and ordered published:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on April 5, 1990, I beg leave to recommend that Your Honorable Body pass Application Number MA-08, a communication transmitted from the Office of the Mayor, reappointing Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission for a term expiring January 25, 1995.

In addition, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10603 which failed to meet the committee's approval and was unanimously voted do not pass.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form:

T-AD 030 regarding Division of Zoning Lots,

Application Number 10568, a Residential Business Planned Development,

Application Number 10595, a Residential Business Planned Development,
Application Number 10529, a Business Commercial Planned Development,
Application Number 10582, a Business Planned Development, and

Application Number A-2681 changing all the M1-1 Restricted Manufacturing Districts to those of an R4 General Residence District at a specific location in the 31st Ward.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10590, 10595, 10529 and 10582.

At this time, I, along with Alderman Stone, move that this report be *Deferred and Published* with the exception of Application Number MA-08 approving the reappointment of Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission, term expiring January 25, 1995 and Application Number A-2706.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business and Central Area Parking Planned Development District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Calhoun Place; North Franklin Street; West Madison Street; and North Wacker Drive,

to those of a Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as a Business Planned Development (the "Planned Development") consists of approximately 60,724 square feet of real property which is depicted on the attached property line map (the "Property") and is owned or controlled by the applicant, H. M. Walken Company, Incorporated.
2. This Plan of Development consists of seventeen (17) statements; an existing zoning map; a boundary and property line map; a generalized land use map; an existing land use map and a table of use and bulk regulations and related controls; and a site plan prepared by Kevin Roche John Dinkeloo and Associates dated March 8, 1990 (the "Site Plan") which is on file with the Department of Planning. These and no other controls shall apply to the Property.
3. The permitted uses in the Planned Development are:

Business and professional offices, health club, day care centers, retail uses including outdoor food service, telecommunications and broadcast equipment, structures and installations including parabolic dishes exceeding 8 feet in diameter, art galleries and museums, conference facilities, other uses permitted in the B7-7 district, accessory uses and public parking.
4. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs shall be permitted.

5. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant and approval by the City Council.
6. The applicant shall obtain all official City reviews, approvals and permits required in connection with this Planned Development.
7. The height restriction of the improvements and any appurtenance attached thereto shall be subject to:
 - (1) Height limitations as certified and approved by the Federal Aviation Administration; and
 - (2) Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.
8. This Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in effect on the date hereof.
9. Off-street parking and loading facilities will be provided in compliance with this Planned Development and shall be subject to the review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
10. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and of the Commissioner of Planning.
11. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply. In addition to the other exclusions from floor area for purposes of determining F.A.R. permitted by the Chicago Zoning Ordinance, all floor area in excess of 5,000 square feet devoted to mechanical equipment in a single location, regardless of placement in the building, shall be excluded.
12. The improvements on the Property, including the lobby of the building, the exterior landscaping and all entrances and exits to the parking area, shall be designed and constructed in general conformance with the Site Plan. In addition, the design and construction of the Property also shall be subject to the following conditions:

- a) The minimum 53-foot setback from the North Wacker Drive property line shall provide a plaza (the "Plaza"). The Plaza shall be designed to serve as a gateway to the building and so as to create a sense of place. Consistent with that purpose, it also shall be designed to recognize the Civic Opera House building to the west of the Property, to enhance public enjoyment of the breadth and quality of Wacker Drive generally, and to be hospitable to the business visitor, pedestrian, casual stroller and others who come to the Property. Efforts shall be made to create an active environment. To these ends, it shall include a public amenity or amenities which may be one or more of the following items: sculpture, landscaping, water features, flag or banner standards or seating;
- b) The applicant shall set the improvements back from the Madison Street property line so as to permit the widening of the Madison Street sidewalk to a minimum of 22 feet in width as measured from the curb existing on the date of this Planned Development. The expanded Madison Street sidewalk shall be flanked on both sides by trees as depicted in the Site Plan. Parallel to the expanded Madison Street sidewalk there shall be a raised terrace, at lobby level (the "Raised Terrace"). The Raised Terrace shall have a minimum width of 10 feet at its eastern and western extremes and 15 feet along its central portion. It may accommodate public activities and shall include either fixed or movable seating. The railing along the southern boundary of the Raised Terrace and extending above the Raised Terrace's floor shall be, to the maximum extent practicable, open or of a translucent material;
- c) Terraced grand stairs shall be constructed on the Franklin Street frontage of the building. These stairs shall accommodate the six foot grade change between Wacker Drive and Franklin Street and shall be designed with approximately 6 inch risers and 14 inch treads, excluding landings. The stairs shall be so situated as to permit the widening of the Franklin Street sidewalk to a minimum width of 15 feet as measured from the curb existing on the date of this Planned Development. The widened Franklin Street sidewalk shall be landscaped with trees as depicted on the Site Plan;
- d) The Madison Street frontage of the building's lobby shall contain an atrium-like area (the "Interior Atrium"). The Interior Atrium shall extend from the Wacker Drive to the Franklin Street frontages of the building, shall be a minimum of 30 feet in width (as measured in the area between the building's Madison Street super columns) and shall contain a minimum floor to ceiling height of 28 feet. The Interior Atrium's Madison Street facade may be rectilinear or curvilinear. The Interior Atrium shall be visible from the street or from the Raised Terrace. The Interior Atrium shall contain seating (which may be integrated into the amenities) and public amenities which may include any one, or a combination, of the following items: landscaping, murals, sculpture, paintings, water features or exhibition spaces;

- e) The ground floor of the building shall contain a minimum of 6,000 square feet of retail uses;
 - f) The exterior facades of the building to be constructed on the Property shall be, to the maximum extent practicable, of stone and glass; and
 - g) The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning, upon the application for such a modification by the applicant and a determination by the Commissioner of the Department of Planning that such amendment is consistent with the nature of the improvements contemplated in this Planned Development. Such an amendment shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Provided, however, that no such minor change shall be authorized if it reduces the minimum setbacks identified in the Use and Bulk Regulations and Data Table included in this Planned Development.
13. The portion of the Property included within this Planned Development located east of a line 161.84 west of North Franklin Street property line was included within a Central Area Parking Planned Development which permitted its use as a parking facility for 200 cars. The use of that portion of the Property as a parking facility shall continue to be permitted subject to the terms and conditions of Central Area Parking Planned Development No. 494 which governed its use prior to the adoption of this Business Planned Development.
14. The following items shall be permitted obstructions within the minimum setbacks required by this Planned Development:
- a) Super columns supporting a roof or upper stories which do not encroach upon a setback a distance greater than 3 feet;
 - b) An entrance or a combined entrance and entrance vestibule generally centered on the building's Wacker Drive facade which encroaches on the setback the minimum extent practicable but in no event a distance greater than 15 feet and which is not greater than 60 feet in width for its easternmost 6 feet, 55 feet in width for the next 6 feet and 45 feet in width for the balance thereof and provided that it does not rise to a point greater than 40 feet above grade. The vertical walls of the entrance or combined entrance and entrance vestibule shall be, to the maximum

extent practicable and consistent with the building's architectural design, of glass or other similarly translucent material, but in no event shall the percentage of glass or similarly translucent material be less than 50%. That entrance or combined entrance and entrance vestibule shall be constructed contemporaneously with the building;

- c) The stairs leading to the Raised Terrace or located along Franklin Street;
 - d) The Raised Terrace and structural components thereof; and
 - e) Any landscaping elements or other public amenities.
15. For purposes of this Planned Development, grade shall be deemed to be the level of the Upper Wacker Drive curb as existing on the date of this Planned Development.
16. The rights granted to and the obligations imposed on the applicant under this Planned Development shall inure to the benefit of and be binding on the applicant's successors or assigns.
17. Unless a building permit is properly applied for and pursued with due diligence, the approvals granted and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Provided, however, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development ordinances, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to that of a B7-7 General Central Business District.

[Existing Zoning Map, Boundary and Property Line Map, Generalized Land Use Map and Existing Land Use Map attached to this Plan of Development printed on pages 14051 through 14054 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

Business Planned Development

includes a 4.00 acre temporary Riverwalk in the balance of the parcel.

Plan Of Development

The plan of development is a business planned development for the site.

Use And Bulk Regulations And Data.
(As Amended)

Net Site Area		General Description Of Land Use	Maximum Floor Area Ratio
Square Feet	Acres		
60,724	1.39	Business and professional offices, health club, day care centers, retail uses including outdoor food service, telecommunications and broadcast equipment, structures, and installations including parabolic dishes exceeding 8 feet in diameter, art galleries and museums, conference facilities, other uses permitted in the B7-7 district, accessory uses and public parking.	33.97

Gross Site Area = Net Site Area + Area remaining in public right of way:

$$100,290.41 \text{ square feet} = 60,724 \text{ square feet} + 36,566.41 \text{ square feet.}$$

Setbacks From Property Line*:

West Calhoun Place: None at grade; 20 feet beginning 40 feet above grade

North Franklin Street: 20 feet

* See Statement Number 14 for permitted obstructions within setbacks.

West Madison Street: 23 feet

North Wacker Drive: 53 feet

Maximum Percentage Of Site Coverage:

55% at grade

Maximum Building Height:

1,350 feet above grade

Parking And Loading:

Minimum number of off-street parking: 290 spaces

Maximum number of off-street parking: 435 spaces

Minimum number of off-street loading: 11 berths"

Reclassification Of Area Shown On Map Number 1-F.

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

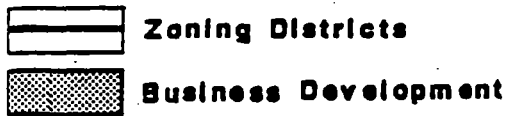
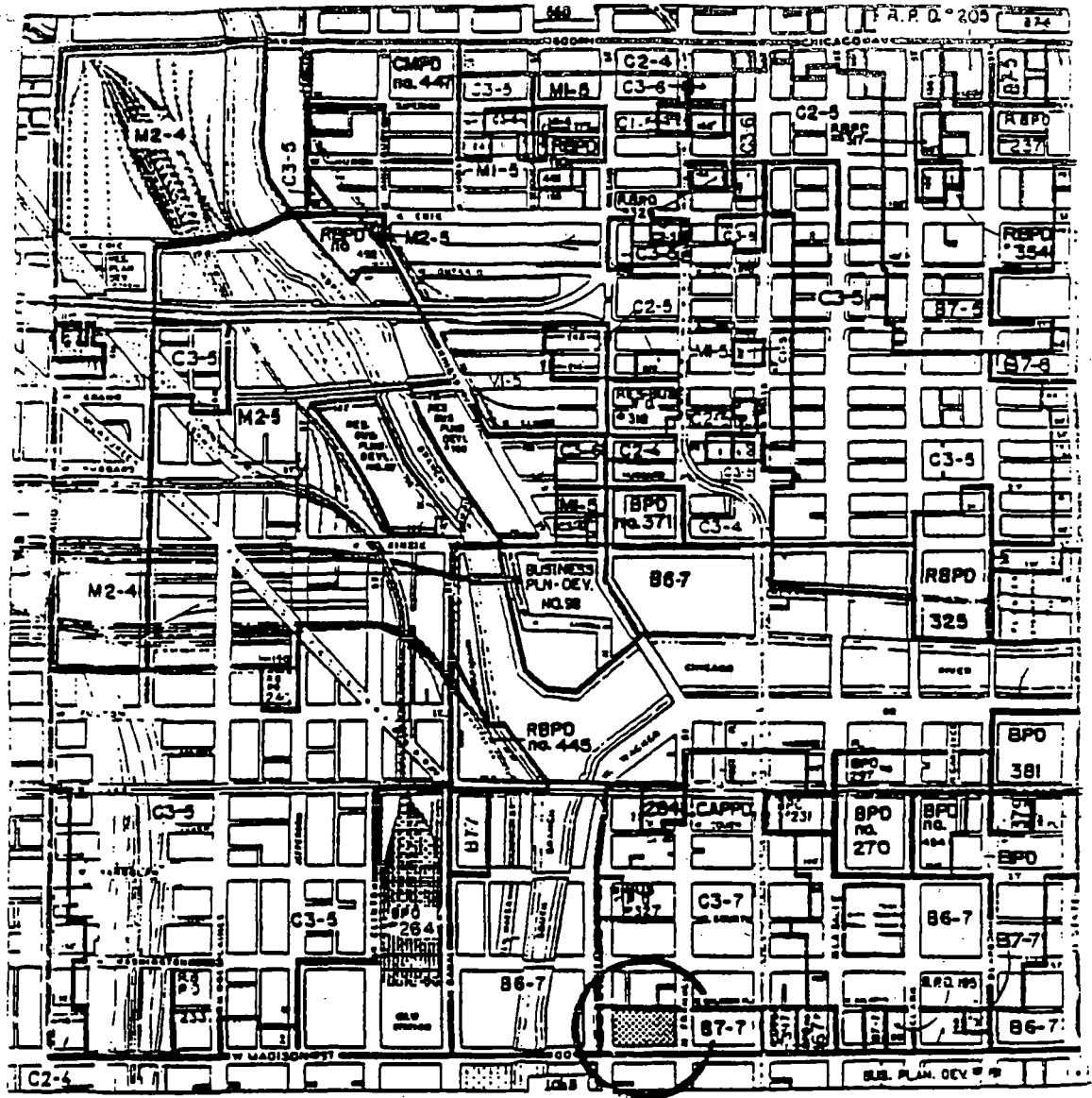
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by:

West Grand Avenue; a line 240.66 feet east of and parallel to North Dearborn Street; the alley next south of and parallel to West Grand Avenue; a line 120.33 feet west of and parallel to North Dearborn Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

(Continued on page 14055)

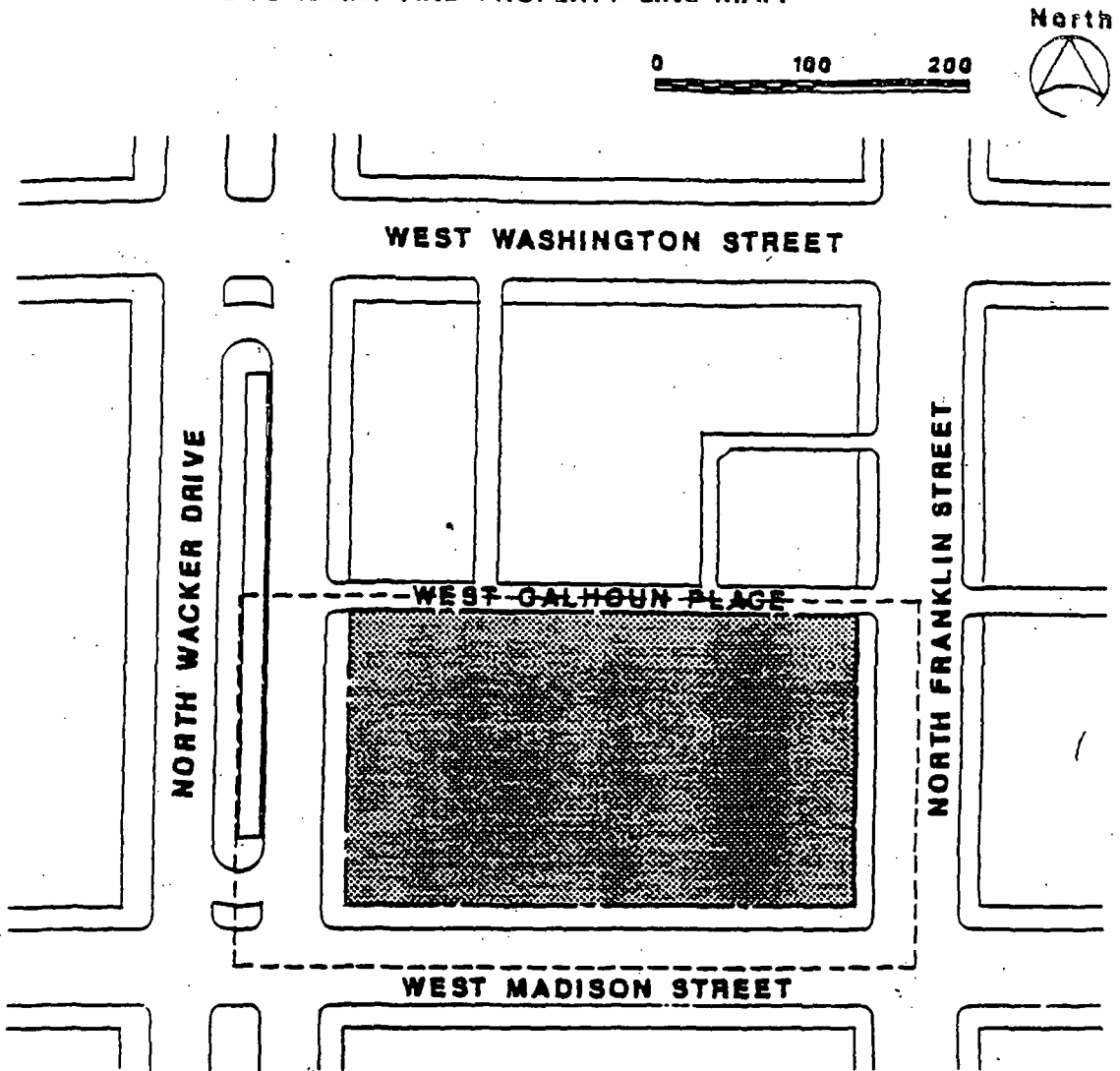
EXISTING ZONING MAP.




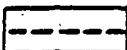
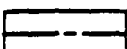
APPLICANT: H. M. Walken Company, Inc.
 One North Wacker Drive
 Suite 200
 Chicago, Illinois 60606

DATE: November 29, 1989

BOUNDARY AND PROPERTY LINE MAP.

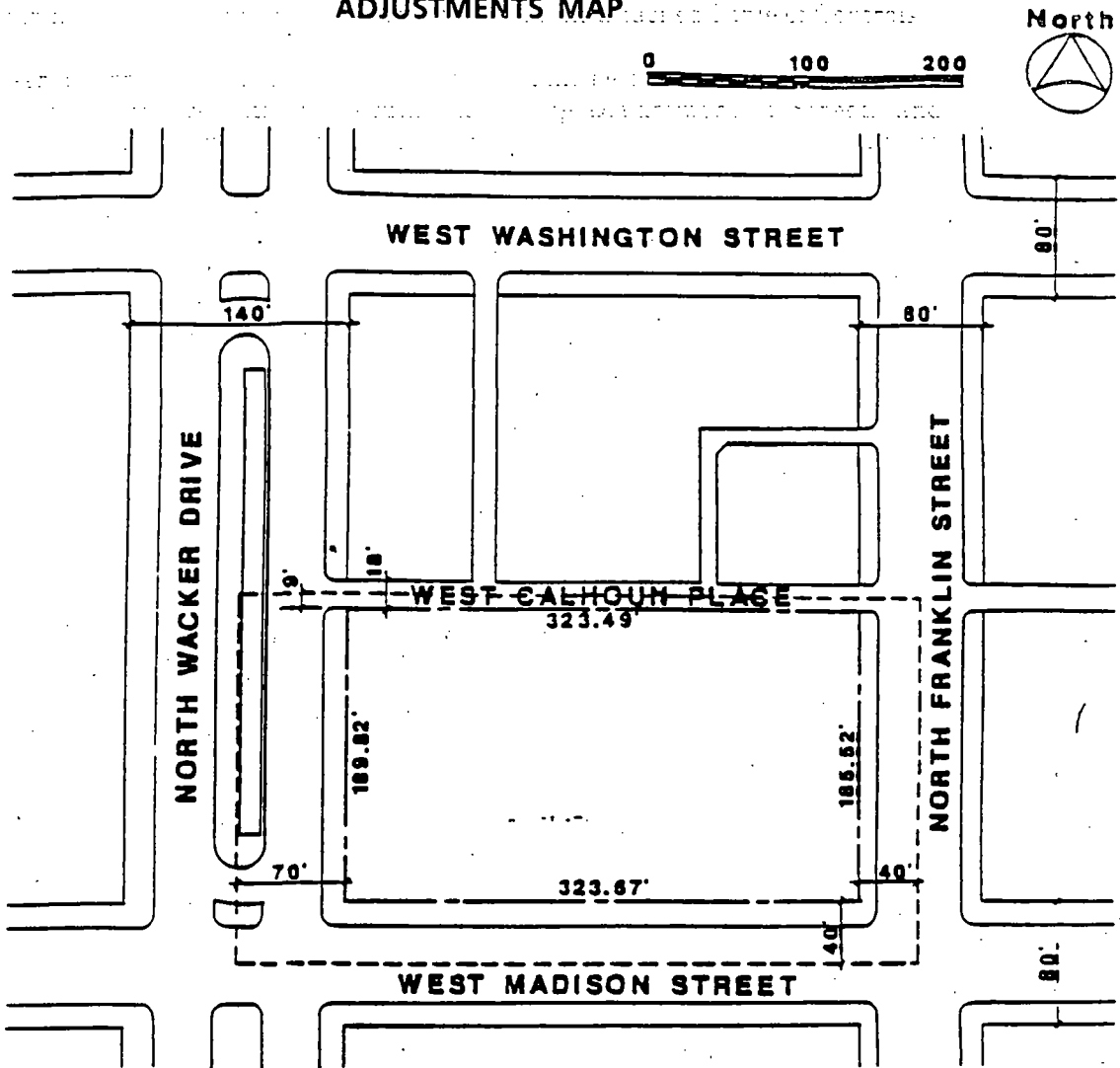


APPLICANT: E. M. Walken Company, Inc.
 One North Wacker Drive
 Suite 200
 Chicago, Illinois 60606

-  General Business Uses
-  Planned Development Boundaries
-  Property Line



DATE: November 29, 1989

PROPERTY LINE AND RIGHT-OF-WAY
ADJUSTMENTS MAP



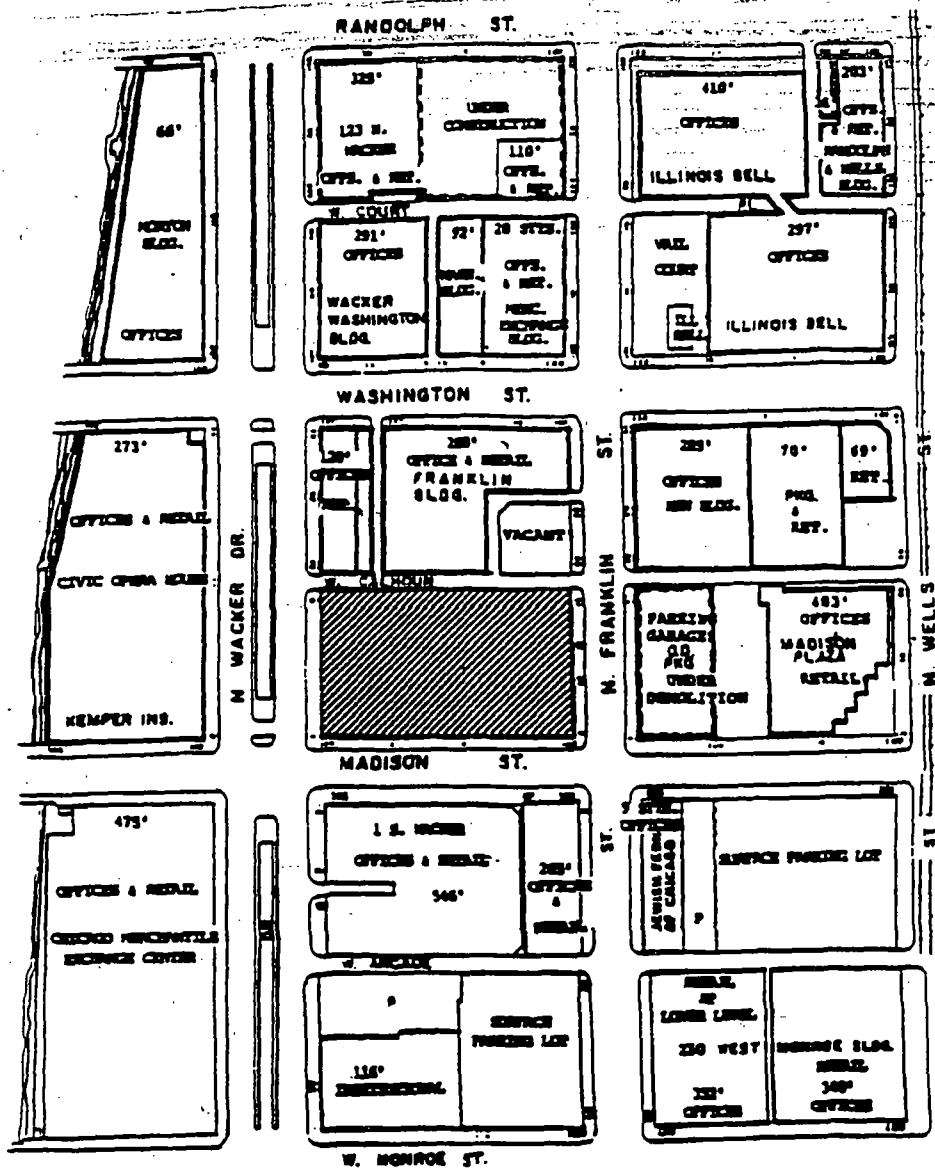
APPLICANT:

H. M. Walken Company, Inc.
 One North Wacker Drive
 Suite 200
 Chicago, Illinois 60606

-  Planned Development Boundaries
-  Property Line

DATE: November 29, 1989

EXISTING LAND USE MAP.



SUBJECT PROPERTY

Applicant: **H. M. Walken Company, Inc.**
 One North Wacker Drive
 Suite 200
 Chicago, Illinois 60606

ALL RETAIL SPACE IS AT GROUND LEVEL
 UNLESS OTHERWISE NOTED

Date: November 29, 1989

(Continued from page 14050)

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

Reclassification Of Area Shown On Map Number 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by:

the alley next north of and parallel to West Huron Street; the alley next east of and parallel to North Franklin Street; West Huron Street; a line 88 feet east of and parallel to North Franklin Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 1-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-4 Restricted Service District symbols and indications as shown on Map No. 1-J in area bounded by:

the alley next north of and parallel to West Madison Street; North Hamlin Boulevard; West Madison Street; a line 136.63 feet west of and parallel to North Hamlin Boulevard,

to those of a B4-5 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in area bounded by:

West Adams Street; the alley next east of and parallel to South Desplaines Street; the alley next south of and parallel to West Adams Street; and South Desplaines Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 481 symbols and indications as shown on Map No. 2-F in the area bounded by:

West Harrison Street; South Wells Street; West Polk Street; and the South Branch of the Chicago River,

to the designation of a Business-Commercial Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business-Commercial Planned Development No. 481
(As Amended)*

Plan Of Development

Statements.

1. The area delineated herein as a phased Business-Commercial Planned Development (the "Planned Development") consists of approximately 349,398 square feet or approximately 8.02 acres of real property in its net site area. Excluded from said net site area is approximately 8,775 square feet of site area owned by the applicant and, pursuant to this Planned Development, to be dedicated to the City of Chicago for roadway purposes prior to the development of any improvement under B.P.D. No. 481, or any amendment thereto. It is bounded on the north by West Harrison Street; on the east by South Wells Street; on the south by West Polk Street and on the west by the South Branch of the Chicago River (the "Property"), as shown on the attached "Property Line and Planned Development Boundary Map".
2. This Plan of Development consists of fourteen (14) statements; an Existing Zoning Map, a Property Line and Planned Development Boundary Map, a Generalized Land Use Plan, an Existing Land Use Map, a Typical Riverwalk Plan, a Riverwalk Perspective, an Open Space and Building Separation Plan, a Plaza Level Vehicular Circulation Plan, a Lower Level Vehicular Circulation and Service Plan, a Mezzanine Level Vehicular Circulation and Service Plan, a Plaza Level Pedestrian Circulation Plan, a Roadway Dedication Plan, a copy of the statements pertaining to Business Planned Development No. 481 as adopted June 14, 1989 (Council Journal page 2245) and a Table of Use and Bulk Regulations

and Data. The Plan of Development is applicable to the area delineated herein and these and no other controls shall apply to the delineated area. This Plan of Development conforms to the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a planned development.

3. The definitions in the Chicago Zoning Ordinance shall apply except as modified, in whole or part, or added in their entirety as follows:
 - (a) Floor area (for determining floor area ratio and off-street parking and loading requirements) shall not include: space below plaza level including that located below the terrace level of the Riverwalk Zone or, when located at or above plaza level, any space substantially devoted to mechanical uses where the total exceeds 5,000 square feet of any floor or which occupies, except for penetrations, all the floor area of any floor, space devoted to any parking or loading or grade level atrium space in the Northern Building Separation Zone.
 - (b) Grade level shall be established at the plaza level and shall not exceed +28 feet C.C.D.
 - (c) Site coverage at plaza level is that area occupied by all principal structures, except any grade level atrium located in the north Building Separation Zone, structures otherwise permitted in the Open Space Zones and the Riverwalk Zone, and expressed as a percentage of the net site area as shown in the Bulk Table. The maximum percentage of "Site coverage" allowed applies to the entire subject property and need not be complied with in individual development zones.
4. The applicant or, if the applicant has exercised its election to assign its obligations hereunder, its successors, assignees, grantees or such other person or entity as may then own or control the subject property shall be bound by the terms herein and shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development.
5. The area within the Planned Development boundary is divided into four (4) subareas as shown in the Generalized Land Use Map that contain a total of 6 development zones as shown in the Open Space and Building Separation Plan. The dimension and relative location of each subarea, development zone, open space zone and building separation zone shall be in accordance with the Open Space/Building Separation Plan. The Building Separation Zones shall be aligned

approximately perpendicular to Harrison Street. The Open Space Zone (B) shall be aligned approximately perpendicular to Wells Street. One-half of each Open Space Zone (B) and one-half of each Building Separation Zone shall be substantially completed as part of the development of the abutting development parcels. Open Space Zone (A) shall be completed pursuant to paragraph 11 hereof. The Open Space Zones (B) and the Building Separation Zones as shown on the Open Space and Building Separation Plan are intended to serve as areas for vehicular and/or pedestrian movements. They shall provide landscaping, lighting, paving materials and such other elements that are contained in this ordinance to advance the above purposes. Open Space Zone (A) is intended to be a publicly accessible Riverwalk.

6. The uses permitted in the Planned Development shall be those shown as Permitted Uses in the C3-6 Commercial-Manufacturing District classification and those special uses enumerated below. No building development may occur within the Open Space Zone A (subarea 4) except below the 15-foot wide upper terrace level. No building development may occur within the Building Separation Zone above the plaza level; provided, however, that connecting structures, including grade level atriums and skybridges, shall be allowed in the northern Building Separation Zone (Subarea 1) only, and only after the approval of the Commissioner of Planning based upon review of the impact of the particular connecting structure proposed. Except as provided for in the Northern Separation Zone, the Open Space Zones and Building Separation Zones shall be unobstructed except for appropriate drives, pedestrian walks, street and pedestrian furnishing, outdoor cafes, lighting, landscaping, awnings and canopies. Earth station receiving dishes of any size and day care facilities shall be permitted. Non-accessory parking lots and parking structures subject to the limitations provided herein, shall be permitted. The surface parking authorized by ordinance on June 14, 1989, Council Journal page 2245, et seq., may continue as an interim use under the terms of paragraphs 1, 2, 3 and 4 of the Plan of Development statements contained in that ordinance, a copy of which statements are attached hereto and made a part hereof; provided, however, that the interim non-accessory parking lot authorized as part of that June 14, 1989 ordinance shall terminate five (5) years from the date of the adoption of that ordinance on June 14, 1994. If a conflict arises between the terms of the aforesaid Plan of Development statements contained within the 1989 ordinance and those contained herein, the controls stated in this ordinance shall control. Free-standing parking structures are prohibited in Development Zones 1B and 2B. A naturally ventilated free-standing parking structure may be allowed in Subarea 3 only if its design substantially screens the vehicles parked within from the Riverwalk and if the structure is setback a minimum of 90 feet from the east bank of the Chicago River. Limited retail, commercial and service functions shall be required along Wells Street and the upper (terrace) Riverwalk frontages of the property. Retail space which is provided should be visible by pedestrians and of sufficient size to promote

commercial viability and should, where feasible, be directly accessible from the pedestrian sidewalk or passage. Twenty percent (20%) in the aggregate of (a) the entire linear frontage of principal structures to be developed adjacent to the entire upper level Riverwalk frontage and (b) the entire street level frontage of all principal structures to be developed along the Wells Street boundary of the property, shall be devoted to retail, commercial and service activities. Such requirements need not be applicable to any individual structure or complied with in individual development zones but shall be achieved in the aggregate. In an effort to activate the streetscape, forty percent (40%) of the linear frontage of those principal structures along the Wells Street and river frontages shall contain window visibility at the street level and the upper (terrace) level of the Riverwalk for displays or active interior uses; and forty percent (40%) of the linear frontages of principal structures shall be architecturally detailed. The lower level Riverwalk shall generally be in accordance with the Riverwalk Plan and Riverwalk Perspective attached hereto. Plant material, including street trees in the right-of-way subject to City approval, shall be installed and maintained along Harrison and Wells Streets where reasonably practicable.

7. Development of the improvements allowed by this amendment within Subareas 1, 2 and 3 may be phased over a period of years. Within five (5) years of the effective date of this ordinance, the applicant, its successors and assignees must commence construction of 500,000 gross square feet (G.S.F.) of improvements. Within ten (10) years of the effective date of this ordinance, the applicant, its successors or assignees must commence construction of a total of 1,500,000 G.S.F. of improvements. Within fifteen (15) years of the effective date of this ordinance, the applicant, its successors or assignees must commence construction of a total of 2,500,000 G.S.F. of improvements. The applicant, its successors or assignees must commence construction of the balance of the improvements allowed under this ordinance within twenty (20) years of the effective date of this ordinance. Commencement of construction, for purposes of this section, shall mean any combination of the following: (1) the required floor area has been substantially completed or (2) building permits for plans including the required floor area have been issued, construction has commenced upon the structure for which the permit has been issued and substantial completion of such structure is pursued with reasonable diligence and in good faith. The time for compliance shall be suspended, tolled and abated during any moratorium on the issuance of building permits or other such federal, state or local government restriction on development. Each of the above compliance periods is subject to two (2) one (1) year extensions upon application to the Commissioner of the Department of Planning. Cause for extension may include, but is not limited to, a showing that compliance is impossible due to circumstances beyond or out of the reasonable control of the applicant, its successors or assignees. However, should the applicant, its successors or assignees fail to achieve compliance with the above requirements within the prescribed time periods, including any extension periods which may be granted, the maximum development within the planned development boundaries shall not exceed a Floor Area Ratio of 12.0 which allows a total floor area of 4,194,960 square feet, notwithstanding those provisions of the

"Use and Bulk Regulations and Data" table, below. Notwithstanding the above, the maximum development allowed will be restored to a maximum Floor Area Ratio of 13.0 which allows a total floor area of 4,542,174 square feet level if the applicant, its successors or assignees meet the requirement for compliance within 10 years of the effective date of this ordinance.

8. The permanent development of the property shall be substantially consistent with the attached Plaza Level Vehicular Circulation Plan, Lower Level Vehicular Circulation Plan, Mezzanine Level Service Plan and Lower Level Service Plan. All drives, parking areas and loading, including temporary facilities which are shown on the attached exhibits, shall adequately be designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of the City of Chicago, except that the minimum height of the vertical clearance for loading facilities shall be twelve (12) feet, except as may be required for temporary facilities. All parking spaces and loading berths required by the attached Bulk Table may be provided during the interim phases of development in facilities at, below or above grade or in any combination thereof; provided, however, that any accessory grade level parking areas shall be configured and screened in substantial accord with the Site Plan described in paragraph number 1 of the 1989 Planned Development Ordinance referred to in paragraph number 6 of this ordinance. All required loading facilities will be provided below the Plaza Level. Primary vehicular service and loading traffic shall only be permitted below the Plaza Level. During interim stages of construction; however, the applicant will be allowed to access primary service, loading and parking areas constructed below the Plaza by using temporary grade level drives, which may be modified or reconstructed as necessary for the orderly development of the property, subject to the approval of the Commissioner of the Department of Planning. All temporary access drives shall be removed upon development of the portion of the property upon which such drive is located. No more than one permanent curb cut shall be permitted along the Harrison Street frontage; this cut should be located, consistent with the infrastructure requirements and the easement dated August 17, 1933, to the Metropolitan Sanitary District, across from the Franklin Street intersection.

The development of the property shall be substantially consistent with the attached Pedestrian Circulation Plan. All pedestrian circulation areas on the Plaza and the Riverwalk shall include the provision of paved exterior unobstructed walkways of a minimum of 12 feet in width except ramps and stairways. Pedestrian oriented furnishings shall be provided. Such walkways shall be lighted and landscaped. The applicant will participate with the City of Chicago and other community groups and property owners in the development of a conceptual plan for the development of pedestrian areas on the perimeter of the Polk Street right-of-way.

9. Maximum heights of principal structures above Plaza Level in each subarea are as follows:

Height Of Principal Structures Above Plaza

a)	Subarea 1	750 feet
b)	Subarea 2	650 feet
c)	Subarea 3	250 feet
d)	Subarea 4	0

In addition to the height restrictions noted above, the height restrictions of any building or appurtenance attached thereto shall also be subject to:

- (a) Height limitations as certified on F.A.A. Form 7460-1 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
 - (b) Airport zoning regulations now in effect as established by the Departments of Planning, Aviation, and Law, and approved by the City Council.
10. Business and business identification signs, including temporary signs such as construction and marketing signs, shall be permitted within the Planned Development subject to the review and approval of the Department of Planning; however, City Council approval shall also be required for signs described in Section 86.1-11 of the Municipal Code.
11. The applicant, its successors or assignees shall provide an improved permanent 30-foot wide lower riverwalk which, when completed, provides handicapped access from Polk and Harrison Streets and a 15-foot wide upper terrace in a 45-foot wide publicly accessible Riverwalk Zone (Subarea 4) all in substantial accordance with the Typical Riverwalk Plan and the Riverwalk Perspective attached hereto. Construction of temporary and permanent improvements in Subarea 4 may be phased over a period of years but, in any event, shall be substantially completed in accordance with the following schedule:
- a. The initial development of a principal structure in Development Zone 1B, 2B or 3B shall require a substantially simultaneous completion and subsequent maintenance of a permanent Riverwalk in the abutting

section of Subarea 4 and a temporary Riverwalk in the balance of Subarea 4.

- b. The development of the next principal structure in either Development Zone 1B, 2B or 3B, will require substantially simultaneous completion and subsequent maintenance of a permanent Riverwalk in the abutting section of Subarea 4;
- c. The substantially, simultaneous completion and subsequent maintenance of the remaining permanent lower and upper terrace section of the Riverwalk shall occur no later than the development of a principal structure in the remaining subarea; provided, however, that regardless of the time of construction of a principal structure in the Development Zone B portion of the remaining subarea, a permanent lower Riverwalk shall be completed and subsequently maintained in said subarea no later than three (3) years following the completion of the second principal structure abutting Subarea 4, as provided in paragraph (b), above.

The temporary Riverwalk improvements required herein shall be an asphalt path approximately 15 feet in width that;

when connected with the permanent Riverwalk, will allow pedestrian and handicapped access from Harrison Street to the Polk Street right-of-way. Said temporary Riverwalk should be located within Subarea 4, but may deviate from that location where necessary to accommodate site conditions; so long as the temporary Riverwalk provides an adequate temporary pedestrian path along or near the river. Said walk shall be adequately landscaped. Said temporary Riverwalk adjacent to the remaining undeveloped Development Zone shall be provided with appropriate screening between said Riverwalk and the undeveloped Development Zone.

The permanent Riverwalk required herein shall be generally consistent in its design, landscaping, paving materials, lighting, pedestrian seating and railings with the Riverwalk Perspective Plan and Typical Riverwalk Plan attached hereto. Vertical access shall be provided to the lower Riverwalk, from the plaza level or from the street level at the time of the construction of the abutting permanent sections of the Riverwalk as follows: by ramp, with a scenic overlook, from Harrison Street; by terraced stairs from the Open Space Zones; and by stairs or ramp from Polk Street. Uses in the Riverwalk Zone shall be limited to a pedestrian promenade, water-oriented recreational uses and limited retail, commercial and service uses. Elevations of the permanent 30-foot wide lower Riverwalk shall not exceed approximately +5 feet above Chicago City Datum (C.C.D.) measured at the edge of the lower Riverwalk and elevations of the 15-foot wide upper Riverwalk (terrace) level, within Subarea 4, shall not exceed

approximately +24 feet C.C.D.; provided that the upper Riverwalk (terrace) level above is subject to such additional increases in height as may be determined to be necessary by the Metropolitan Water Reclamation District of Greater Chicago, or the Metropolitan Water Reclamation District of Greater Chicago, pursuant to a certain easement granted to its predecessor August 17, 1933.

12. Prior to issuance by the Department of Planning of a determination, pursuant to Sections 11.11-3(b) and 11.11-3(c) of the Chicago Zoning Ordinance that any proposed development of all or any portion of the subject property substantially complies with the provisions of this planned development ordinance ("Part II approval"), a Site Plan shall be submitted to the Department of Planning (the "Department") containing the information described below. The Department of Planning shall advise the applicant for Site Plan approval within fifteen (15) days whether the application is complete. When said Site Plan is complete and if it substantially conforms with the provisions of this Planned Development, the Department shall approve said Site Plan and shall issue written approval thereof to the applicant for Site Plan approval within sixty (60) days of submission of the completed application. If the Department determines within the sixty (60) day period that the Site Plan does not substantially conform with this Planned Development, the Department shall advise the applicant for Site Plan approval, in writing, regarding the reasons for such adverse determination. The Department shall thereafter review any resubmission within fourteen (14) days and make its final determination, in writing, to the applicant for Site Plan approval within said period. Part II approval shall not be issued until and unless such a Site Plan has been approved by the Department; provided, however, that Site Plan approval shall be deemed to occur in the event that the Department of Planning fails to complete its review within the above referenced sixty (60) day period, unless extended by agreement of the applicant for Site Plan approval and the Department. Site Plans may be submitted for all or any part of the planned development, provided that all such submissions are in accordance with the terms of this planned development. Following approval of a Site Plan by the Department, the Site Plan shall be kept on permanent file with the Department and shall be deemed to be an integral part of this planned development ordinance. Changes or modifications to the Site Plans may be made after approval of the Department, so long as the Site Plan, as so changed or modified, substantially conforms with the provisions of this planned development or with the provisions of the planned development as it may be modified pursuant to Section 11.11-3(c) of the Chicago

Zoning Ordinance. In the event of any conflict between an approved Site Plan and this planned development ordinance, the terms of the ordinance shall govern.

Site Plans shall provide the following information:

Boundaries of development parcel or parcels;

Building footprint or footprints;

Dimensions of all setbacks;

Location and depiction of all parking spaces (including relevant dimensions);

Location and depiction of all loading berths (including relevant dimensions);

All drives, roadways and vehicular routes;

All landscaping (including species and size);

All pedestrian circulation routes and points of ingress/egress (including sidewalks);

All site statistics applicable to the development parcel or parcels including:

F.A.R. as represented on submitted drawings;

Lot coverage as represented on submitted drawings;

Number of parking spaces provided;

Number of loading berths provided; and

Uses of development parcel.

Parameters of the building envelope including:

Maximum building height; and

Vertical setbacks, if any.

Site Plans shall include such other information as may be necessary to illustrate conformance with the Planned Development. The Department shall advise the applicant for Site Plan approval of this information within fifteen (15) days of submission of an application for Site Plan approval.

13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the effective date of adoption of this Planned Development.
14. The applicant acknowledges that in order to accommodate the proposed development, certain traffic related improvements are necessary. Accordingly, prior to issuance of Part II approval for any portion of the subject development, the

applicant shall offer for dedication to the City for roadway purposes on Harrison and Wells Streets the property described in the Roadway Dedication Plan attached hereto as an exhibit.

Furthermore, prior to the issuance of the First Certificate of Occupancy for any portion of the subject development, the applicant shall have:

- (a) completed or caused the completion of the resurfacing and restriping of the entire width from curb to curb of those portions of both Harrison and Wells Streets adjacent to the boundaries of the property including any road construction necessary in connection with the property dedicated as provided above, all in accord with applicable City standards and the Department of Public Works ("D.P.W.") approval; and
- (b) completed or caused the completion of the adjustment or upgrading of the traffic signal located at the intersection of Franklin Street and Harrison Street in accordance with applicable City standards and D.P.W. approval.

Applicant agrees to participate in discussions with the City, other public transportation agencies and other South Loop property owners concerning transit problems and improvements.

[Existing Zoning and Preferential Street Map; Property Line and Planned Development Boundary Map; Generalized Land Use Plan; Existing Land Use Map; Typical Riverwalk Plan, Elevation and Section; Illustrative Riverwalk View; Open Space/Building Separation Plan; Plaza Level Vehicular Circulation; Lower Level Vehicular Circulation and Service Plan; Mezzanine Level Vehicular Circulation and Service Plan; Pedestrian Circulation Plan; and Roadway Dedication Plan printed on pages 14071 through 14082 of this Journal.]

Business Planned Development Number 481 as adopted June 14, 1989 and Use and Bulk Regulations and Data attached to this Plan of Development read as follows:

*Business Planned Development Number 481**Plan Of Development**Statements.*

1. The area delineated as a Business Planned Development (the "Planned Development") consists of approximately 374,100 square feet, more or less, or 8.6 acres of real property bounded by: West Harrison Street; South Wells Street; West Polk Street; and the Chicago River, (the "Property"), as identified in the drawing attached hereto entitled "Property Line and Planned Development Boundary Map". The applicant is Franklin Point, Incorporated, One James Center, Richmond, VA 23219. The property is owned by applicant.

The applicant is seeking permission to construct and operate an interim surface parking lot. The lot will accommodate approximately 800 vehicles. In addition to the paved parking area, new improvements, generally consistent with the site plan dated April 13, 1989, to be constructed on the property include: attendant booths, landscaping and guardrails surrounding the lot, four new driveways permitting access from Harrison, Wells and Polk Streets, adequate lighting, interior pedestrian walks, pathways and an intermediate pedestrian access to South Wells Street. The applicant shall submit a schedule for annual maintenance of the landscaping as part of its Part II application.

2. The parking lot will be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon said lot at any time.
3. Adequate drainage shall be provided as to permit run-off to flow to an established City of Chicago sewer.
4. Adequate lighting shall be provided at all times.
5. The applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.
6. Any dedication or vacation of streets or alleys or easements or any adjustments of the right-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees and approval of the City Council. The applicant acknowledges that the City of Chicago is contemplating long-term roadway improvements in the vicinity of the Project site, which may require the widening of Wells, Harrison and/or Polk Streets.

7. The permitted uses of the property are set forth in the attached Table of Controls.
8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning. The cost of any additional traffic control device necessitated at Harrison and Franklin entirely by this use shall be paid by the applicant.
9. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.
10. Business identification shall be permitted within the Planned Development subject to the restrictions of the C3-6 Commercial-Manufacturing District. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals.
11. The zoning classification of the subject property shall revert to a C3-6 Commercial-Manufacturing District, following a period of five (5) years from the adoption of the ordinance creating this Planned Development, or sooner at the election of the applicant, unless the use is renewed or continued through adoption of a subsequent planned development ordinance.
12. This Plan of Development, consisting of thirteen (13) statements; an existing zoning map; a boundary and property line map including any proposed vacations or dedications of streets, alleys, or other public properties; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of Planning.

*Business-Commercial Planned Development Number 481,
As Amended*

Use And Bulk Regulations And Data.

<u>Net Site Area</u> <u>Square Feet</u> Acres	General Description Of Land Uses	Maximum F.A.R. At Plaza Level	Maximum Percent Of Site Coverage
<u>349,398</u> 8.02	Permitted uses authoriz&d by the C3-6 Commercial- Manufacturing District of the Chicago Zoning Ordinance, telecommunication dishes of any size, day-care facilities, non-accessory parking lots and garages including non-accessory surface parking as an interim use and a publicly accessible, landscaped Riverwalk Zone at least 45 feet in width.	13.00 ¹	62% ²

¹ Subject to the provisions of paragraph 7.

² No development in Open Space Zones or Building Separation Zones, except that specifically provided for in the above statements, is permitted.

Gross Site Area = Net Site Area + Area to remain in public right-of-way

$$396,402 (9.10 \text{ acres}) = 349,398 + 47,004$$

Off-Street Parking And Loading:

Minimum Number Of Parking Spaces:

Office:	1 space per 4,000 square feet
Residential:	.55 spaces per dwelling unit
Hotel:	1 space per 4 rooms

Minimum Number Of Loading Berths:

As required by C3-6 Commercial-
Manufacturing Zoning District

Maximum Floor Area: 4,542,174

Reclassification Of Area Shown On Map Number 3-H.

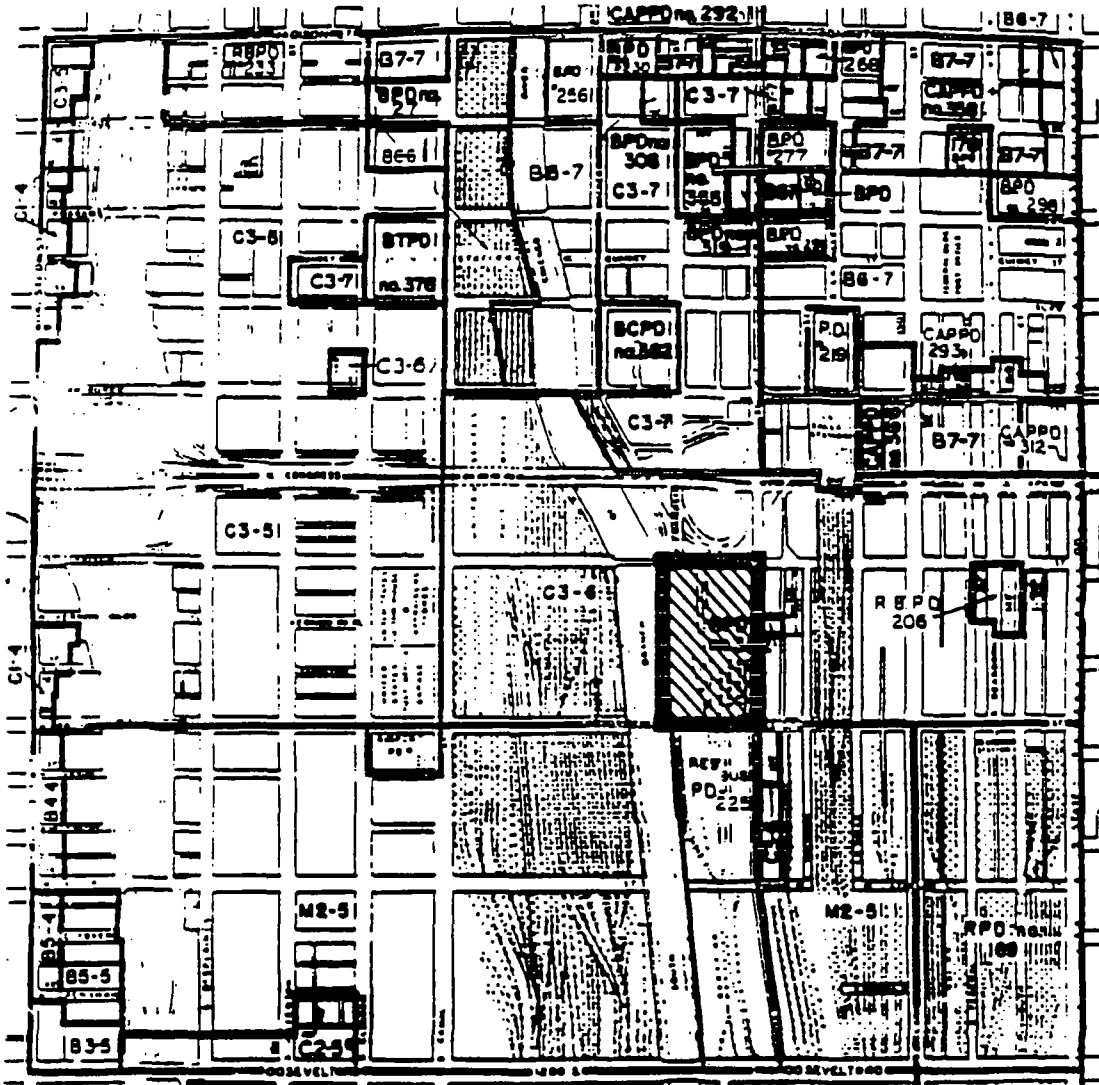
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 3-H in the area bounded by:

West North Avenue; a line 79.25 feet east of the alley next east of North Hoyne Avenue; the alley next south of West North Avenue; and the alley next east of North Hoyne Avenue,

(Continued on page 14083)

BUSINESS COMMERCIAL PLANNED DEVELOPMENT
EXISTING ZONING PREFERENTIAL STREET MAP



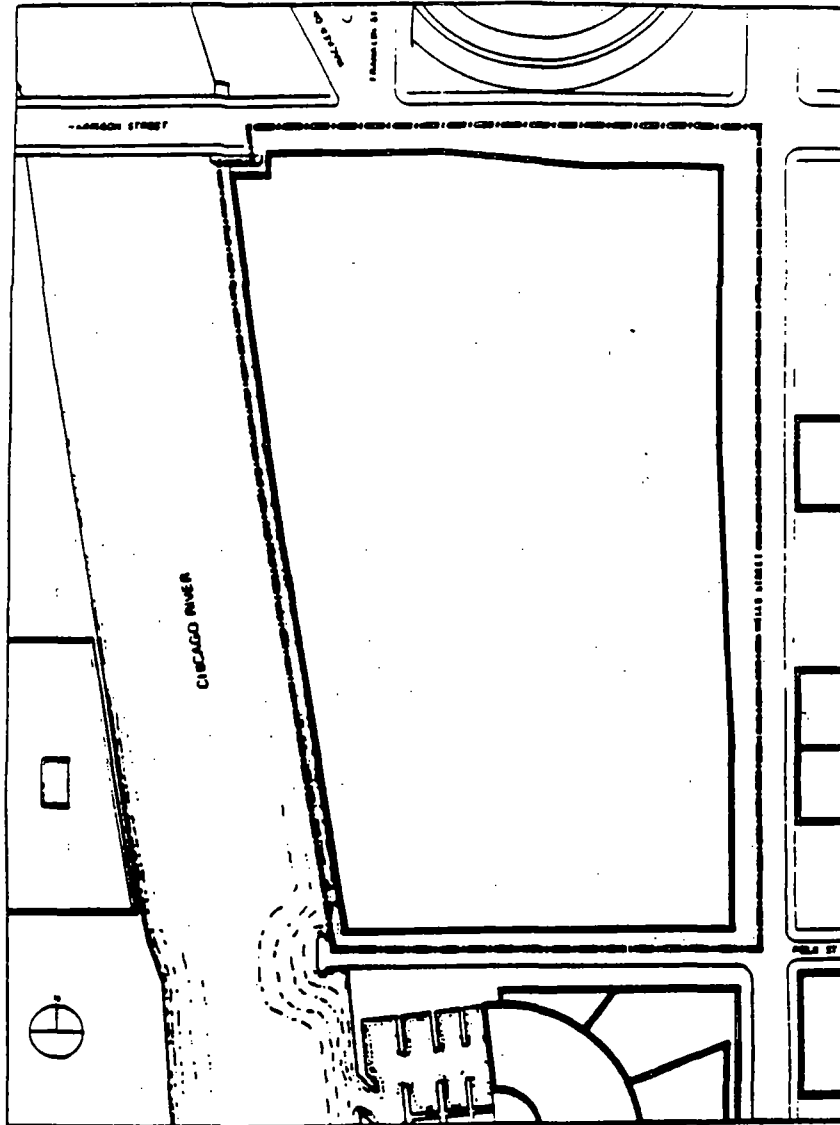
APPLICANT: Franklin Point, Inc.
 One James Center
 Richmond, Virginia 23219



SUBJECT PROPERTY

DATE: July 18, 1989

PROPERTY LINE AND PLANNED DEVELOPMENT
BOUNDARY MAP

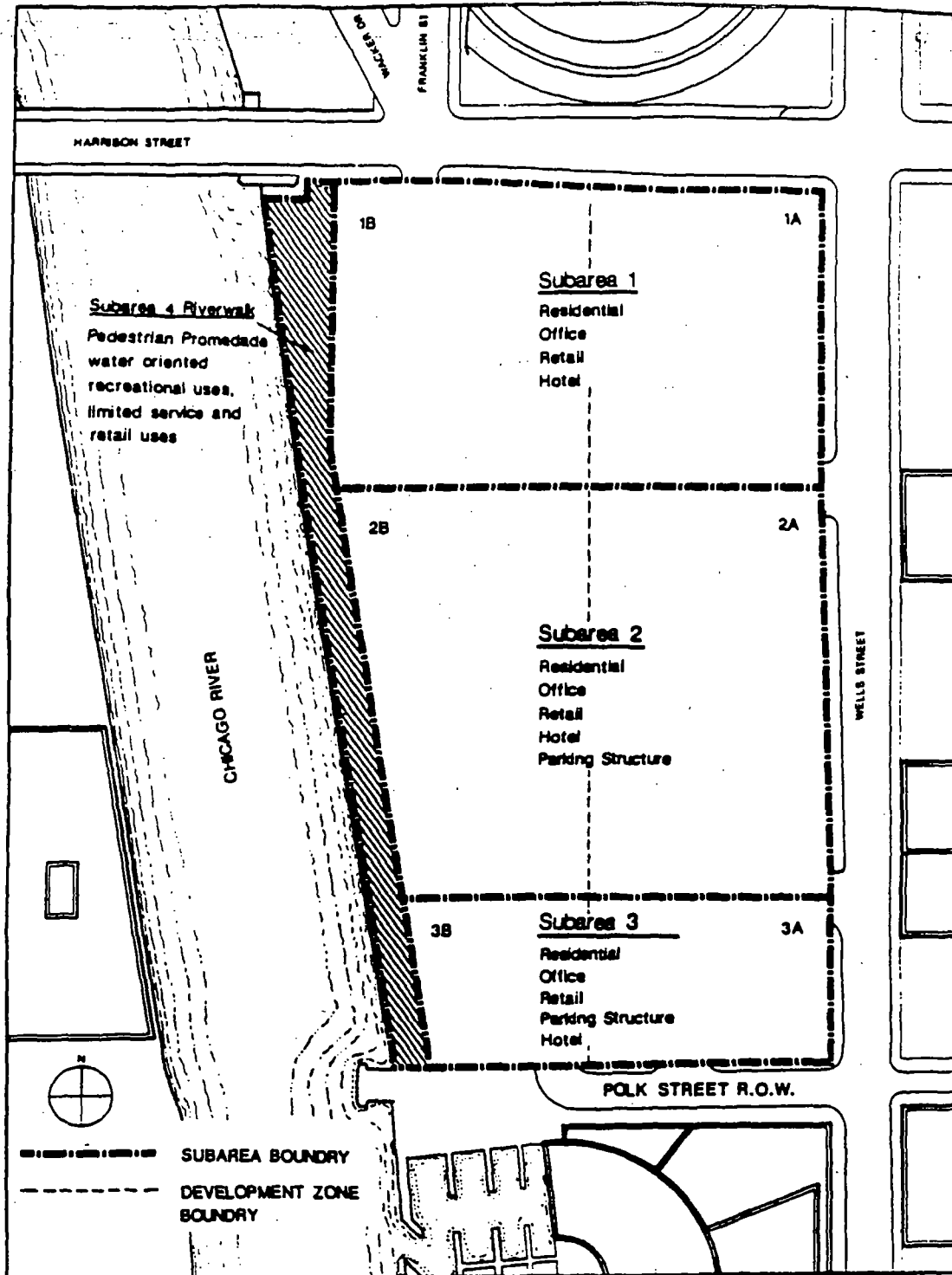


APPLICANT: Franklin Point, Inc.
One James Center
Richmond, Virginia 23219

DATE: July 18, 1989

————— PROPERTY LINE
- - - - - PLANNED DEVELOPMENT
BOUNDARY

GENERALIZED LAND USE PLAN



FRANKLIN POINT

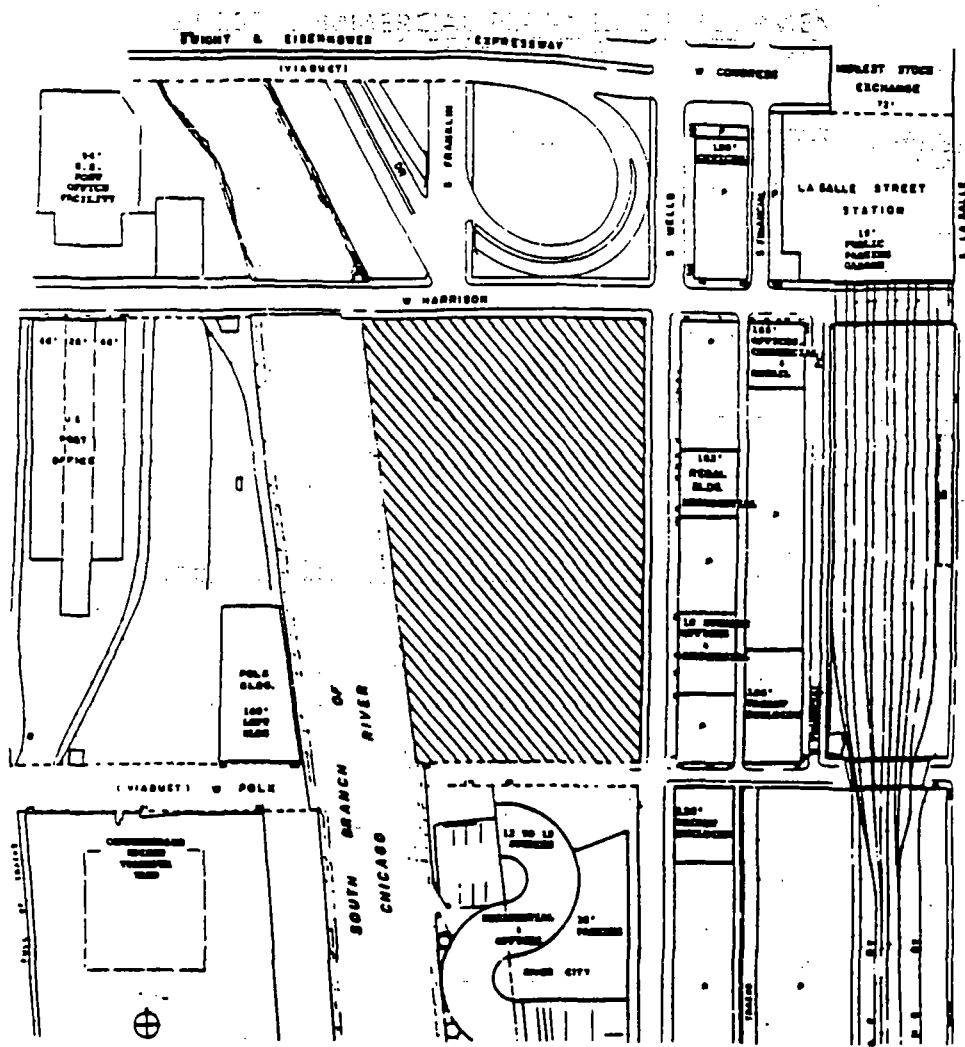
Franklin Point Inc., a Subsidiary of CSX Realty

Generalized Land Use Plan

Argus Real Estate Partners, Lohan Associates

February 8, 1990

EXISTING LAND USE MAP



APPLICANT: Franklin Point, Inc.
 One James Center
 Richmond, Virginia 23219

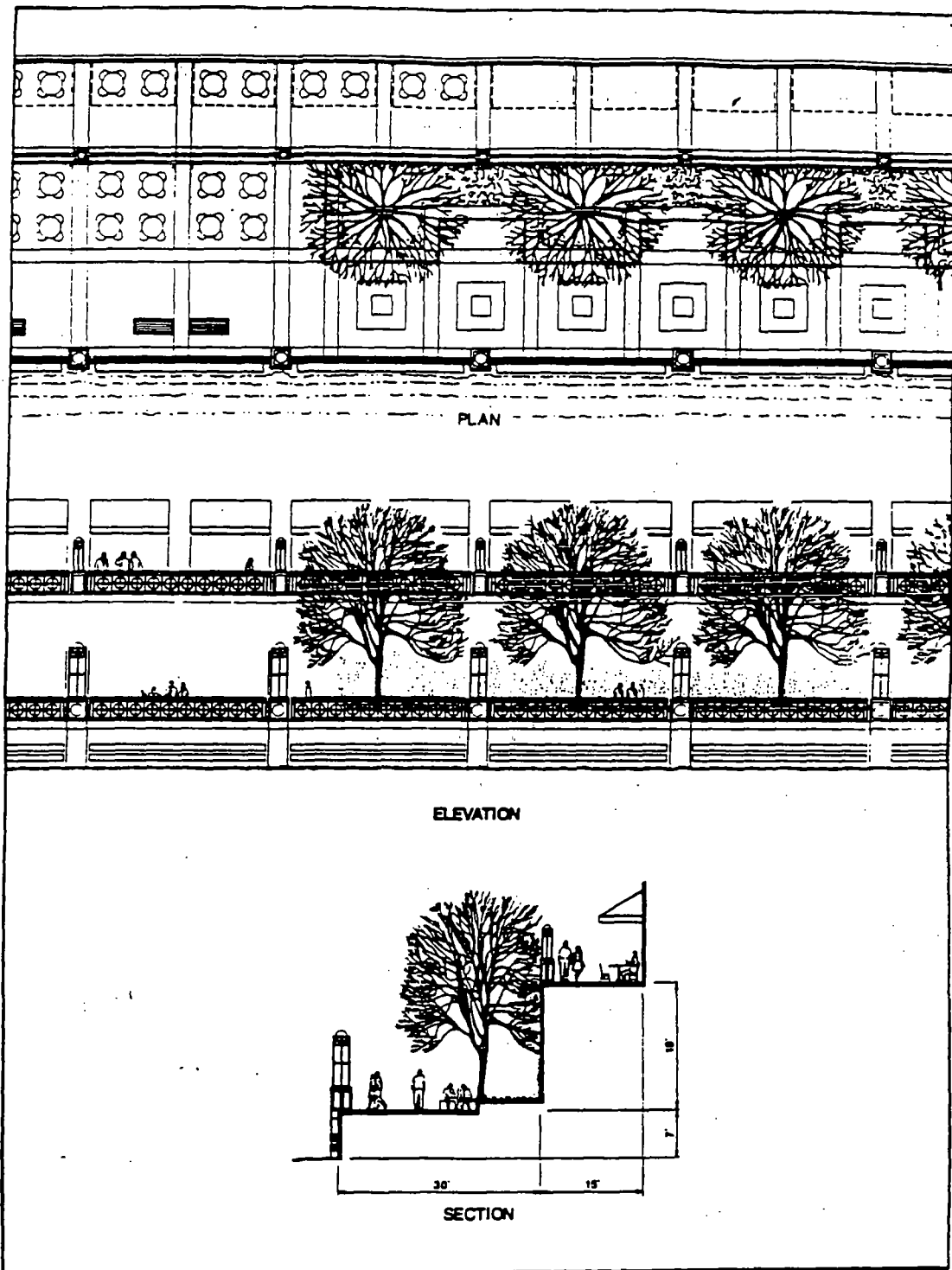
DATE: July 18, 1989



SUBJECT PROPERTY

P = PUBLIC PARKING LOT

TYPICAL RIVERWALK PLAN, ELEVATION & SECTION



FRANKLIN POINT

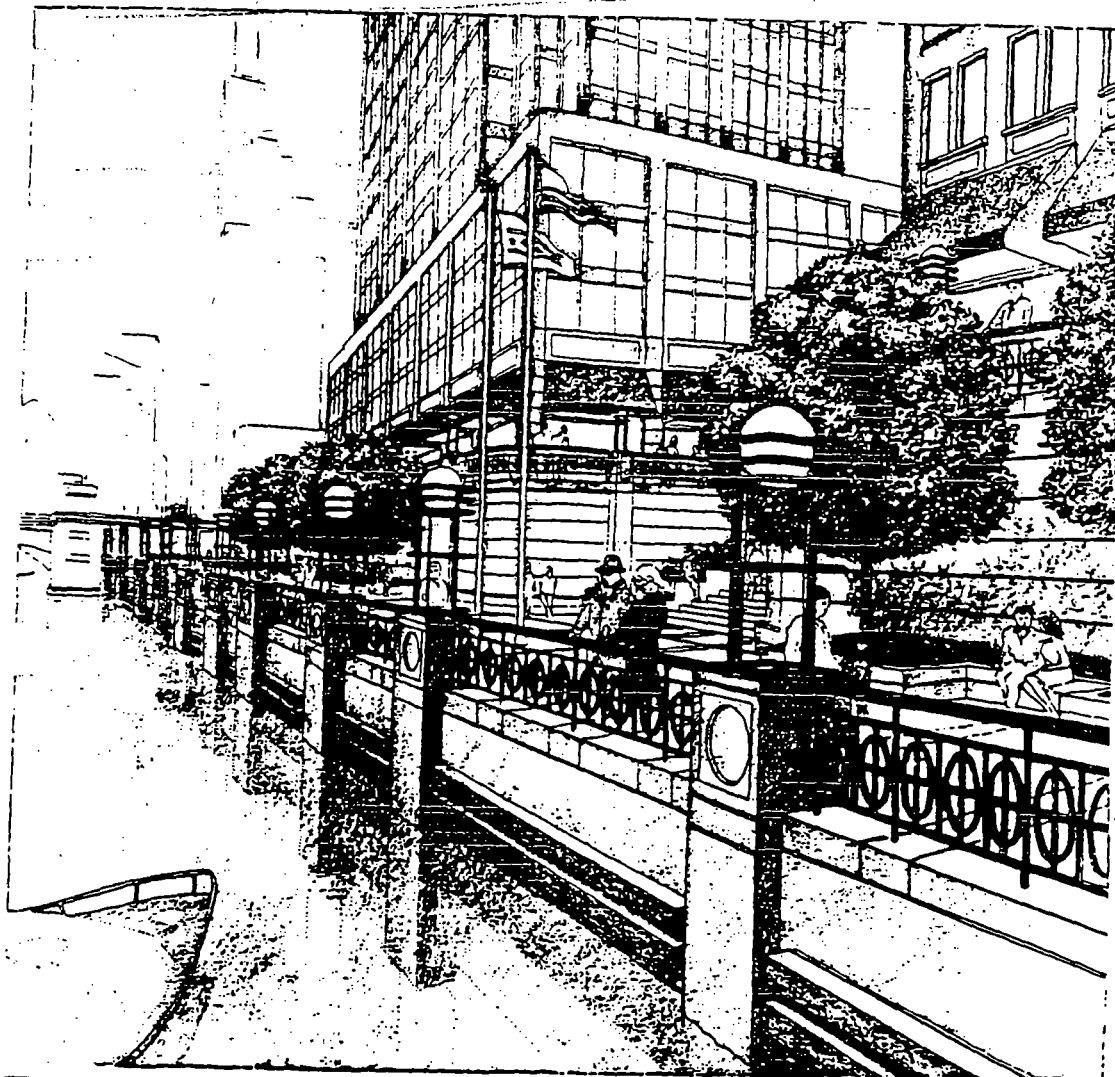
Franklin Point Inc., a Subsidiary of CSX Realty

February 8, 1990

Typical Riverwalk Plan, Elevation & Section

Argus Real Estate Partners, Lohan Associates

ILLUSTRATIVE RIVERWALK VIEW



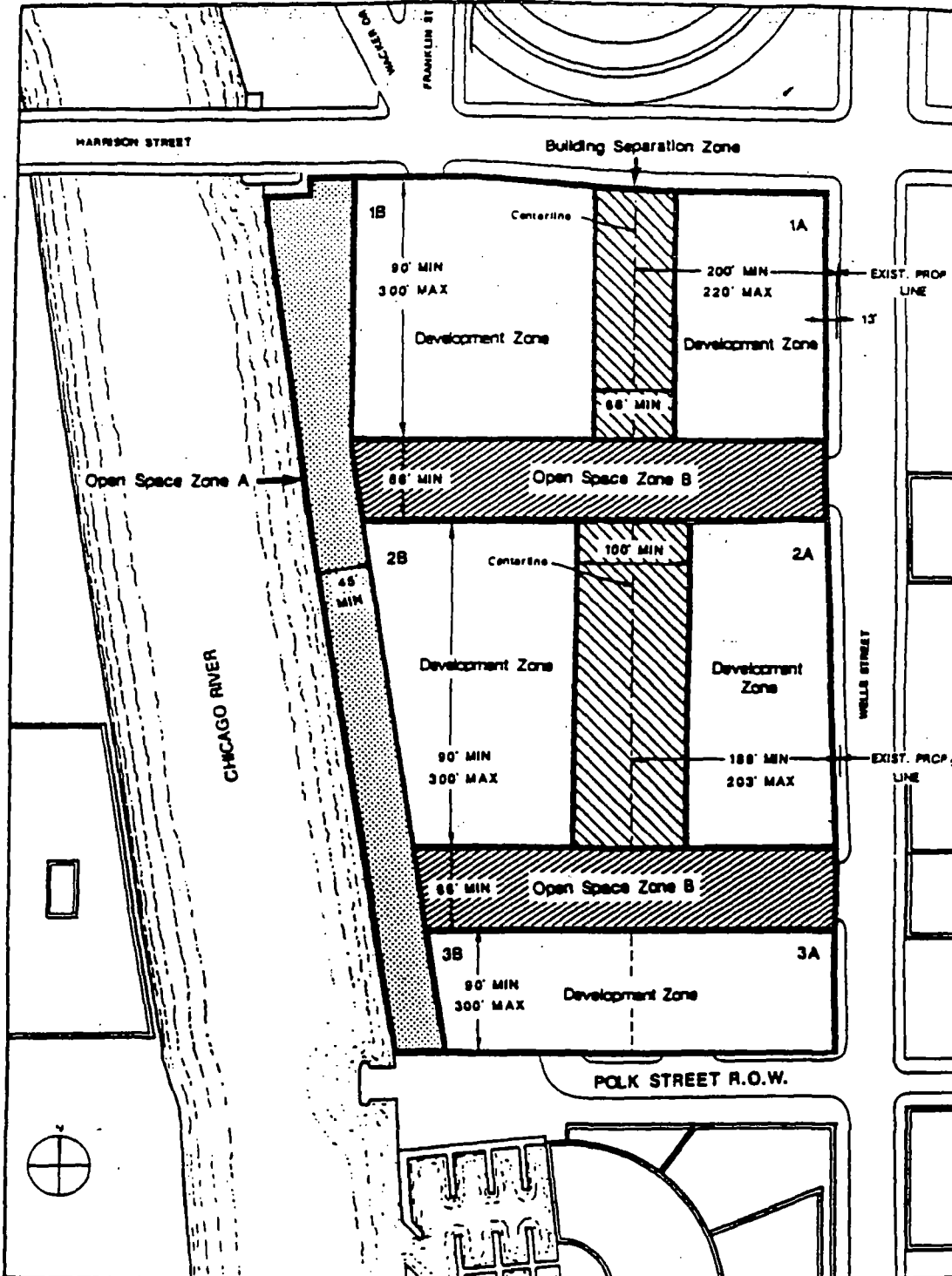
FRANKLIN POINT

Franklin Point Inc., a Subsidiary of CSX Realty

Illustrative Riverwalk View

Argus Real Estate Partners, Lohan Associates

OPEN SPACE/BUILDING SEPARATION PLAN



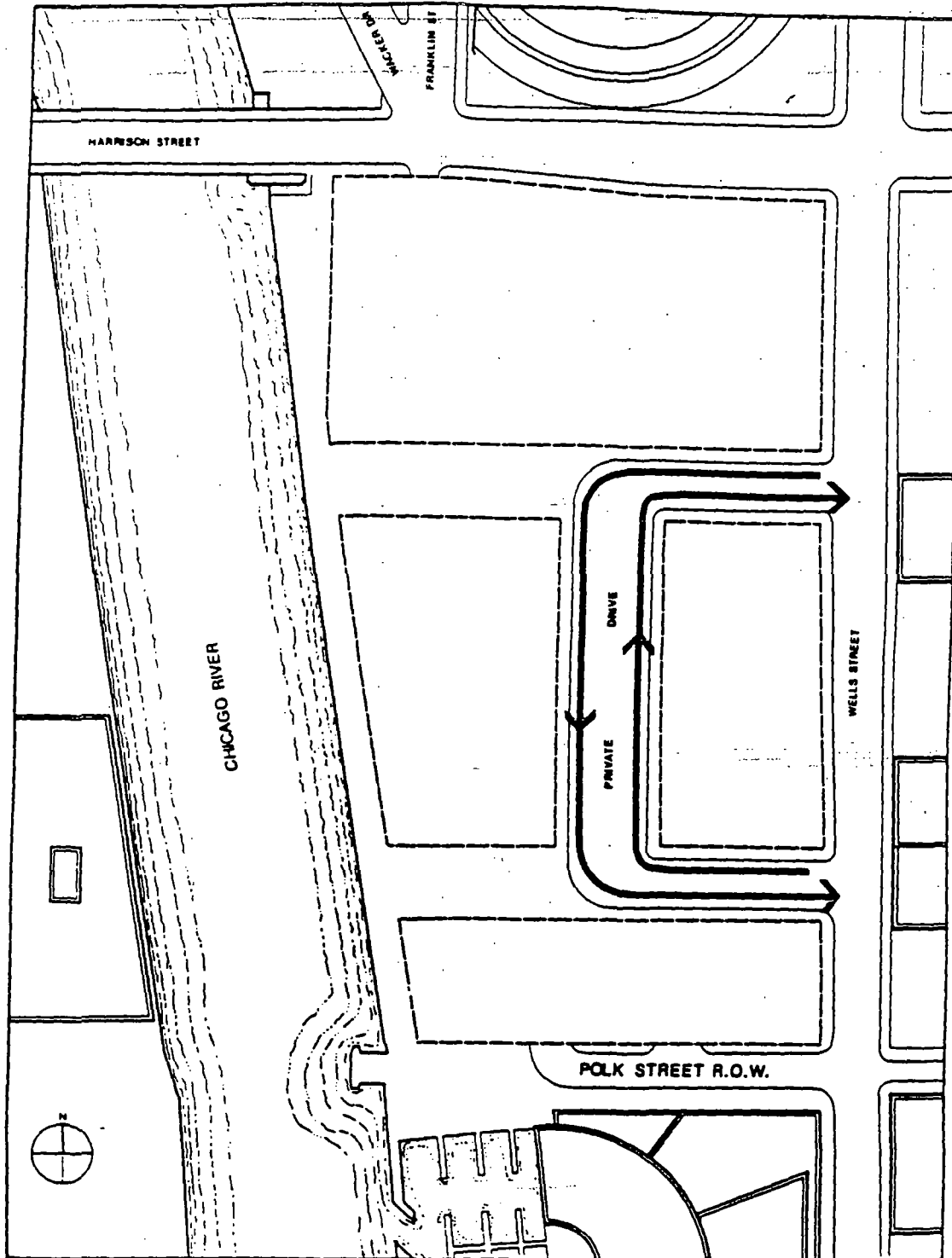
FRANKLIN POINT

Franklin Point Inc., a Subsidiary of CSX Realty
February 8, 1990

Open Space/Building Separation Plan

Argus Real Estate Partners, Lohan Associates

PLAZA LEVEL VEHICULAR CIRCULATION



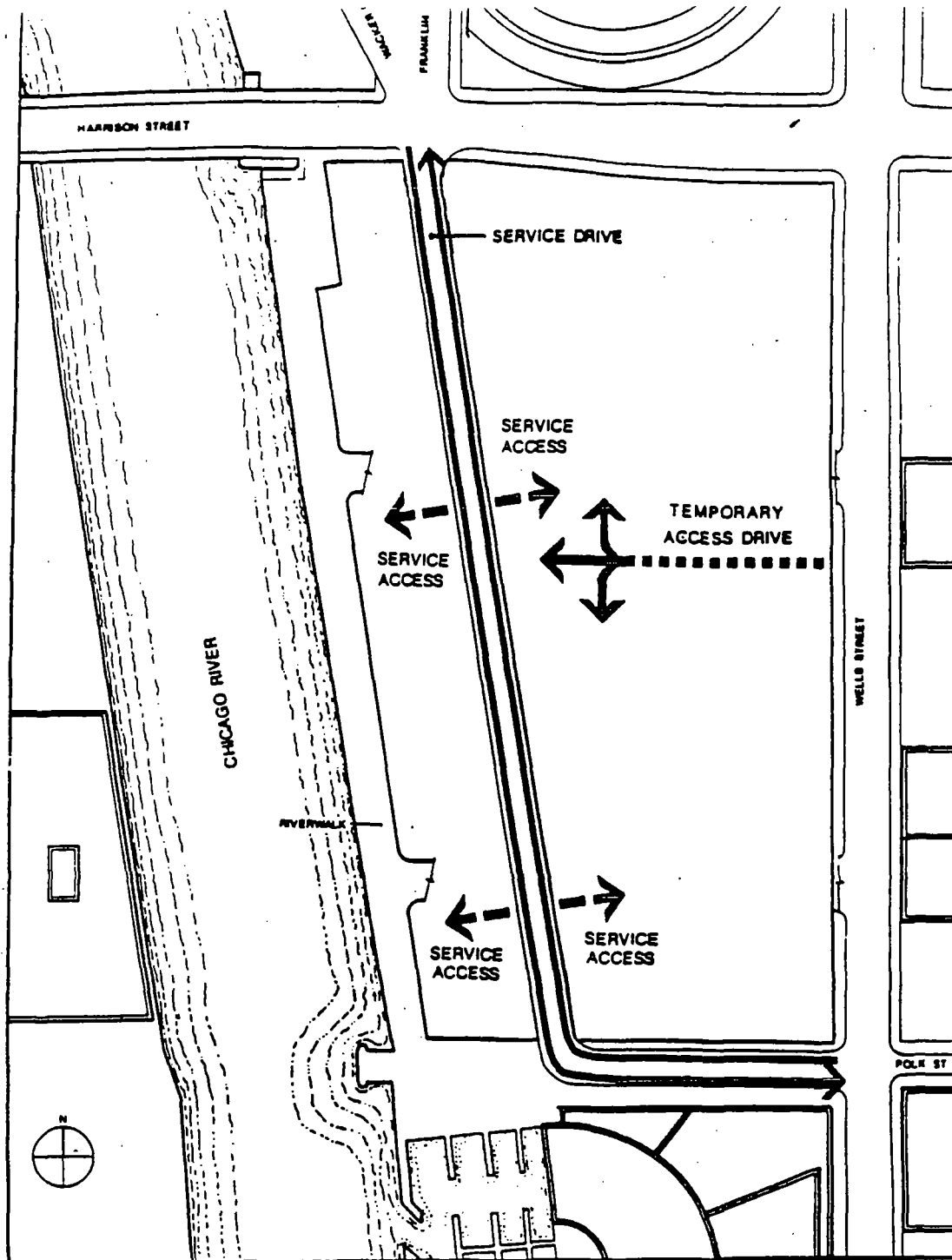
FRANKLIN POINT

Franklin Point Inc., a Subsidiary of CSX Realty
February 8, 1990

Plaza Level Vehicular Circulation

Argus Real Estate Partners, Lohan Associates

LOWER LEVEL VEHICULAR CIRCULATION AND SERVICE PLAN



FRANKLIN POINT

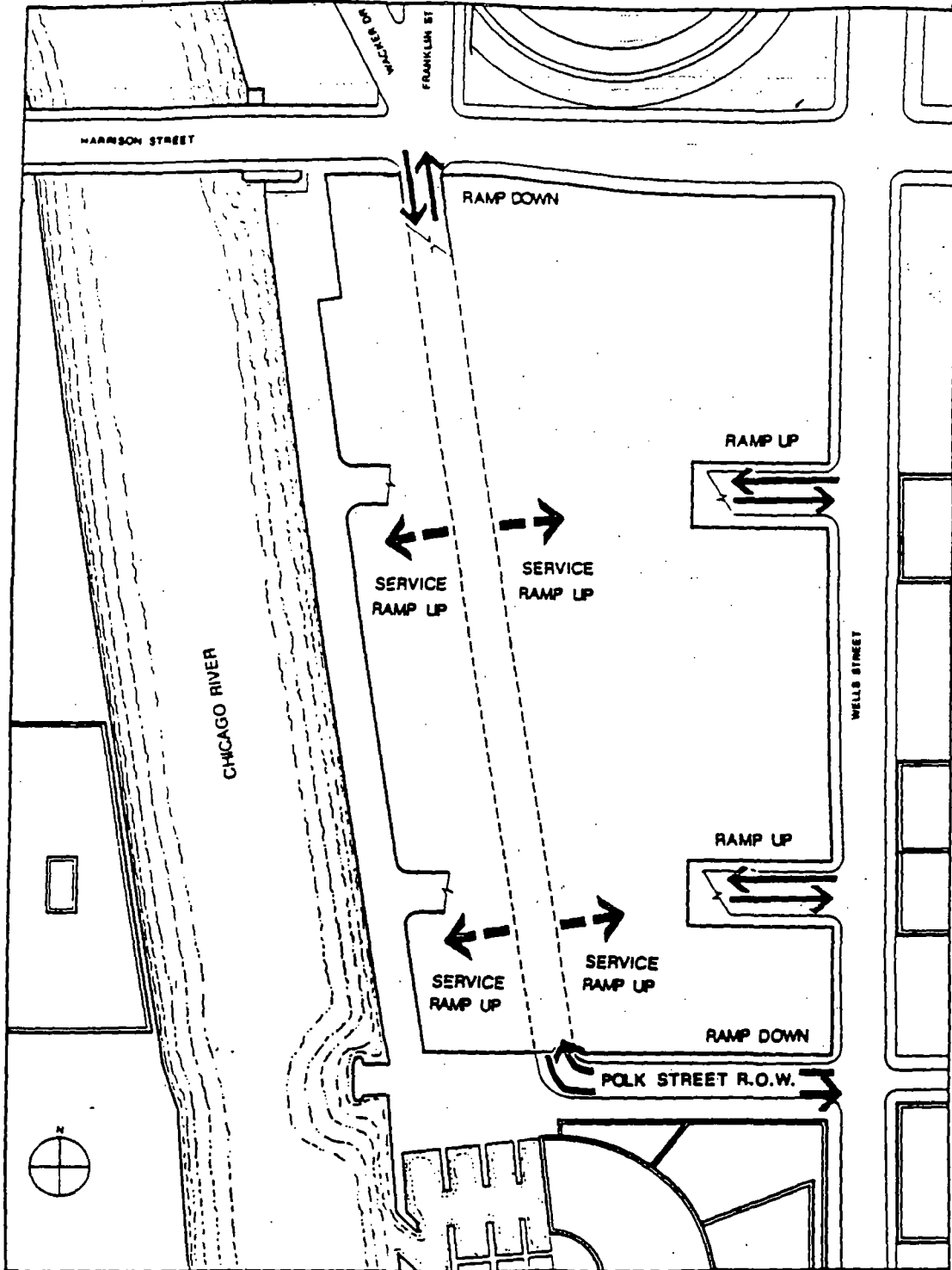
Lower Level Vehicular Circulation and Service Plan

Franklin Point Inc., a Subsidiary of CSX Realty

Argus Real Estate Partners, Lohan Associates

February 8, 1990

MEZZANINE LEVEL VEHICULAR CIRCULATION AND SERVICE PLAN



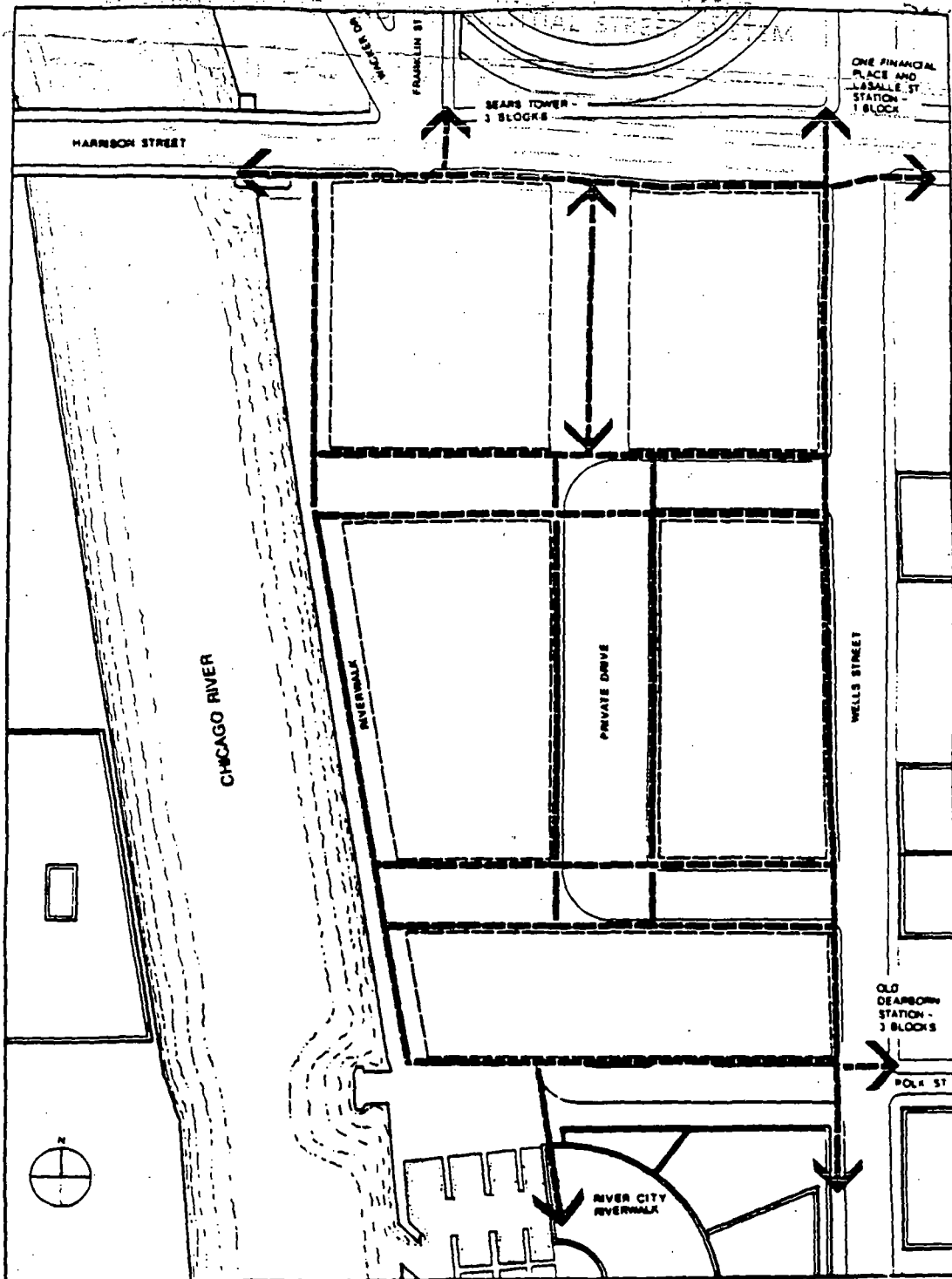
FRANKLIN POINT

Mezzanine Level Vehicular Circulation and Service Plan

Franklin Point Inc., a Subsidiary of CSX Realty
February 8, 1990

Argus Real Estate Partners, Lohan Associates

PEDESTRIAN CIRCULATION PLAN



FRANKLIN POINT

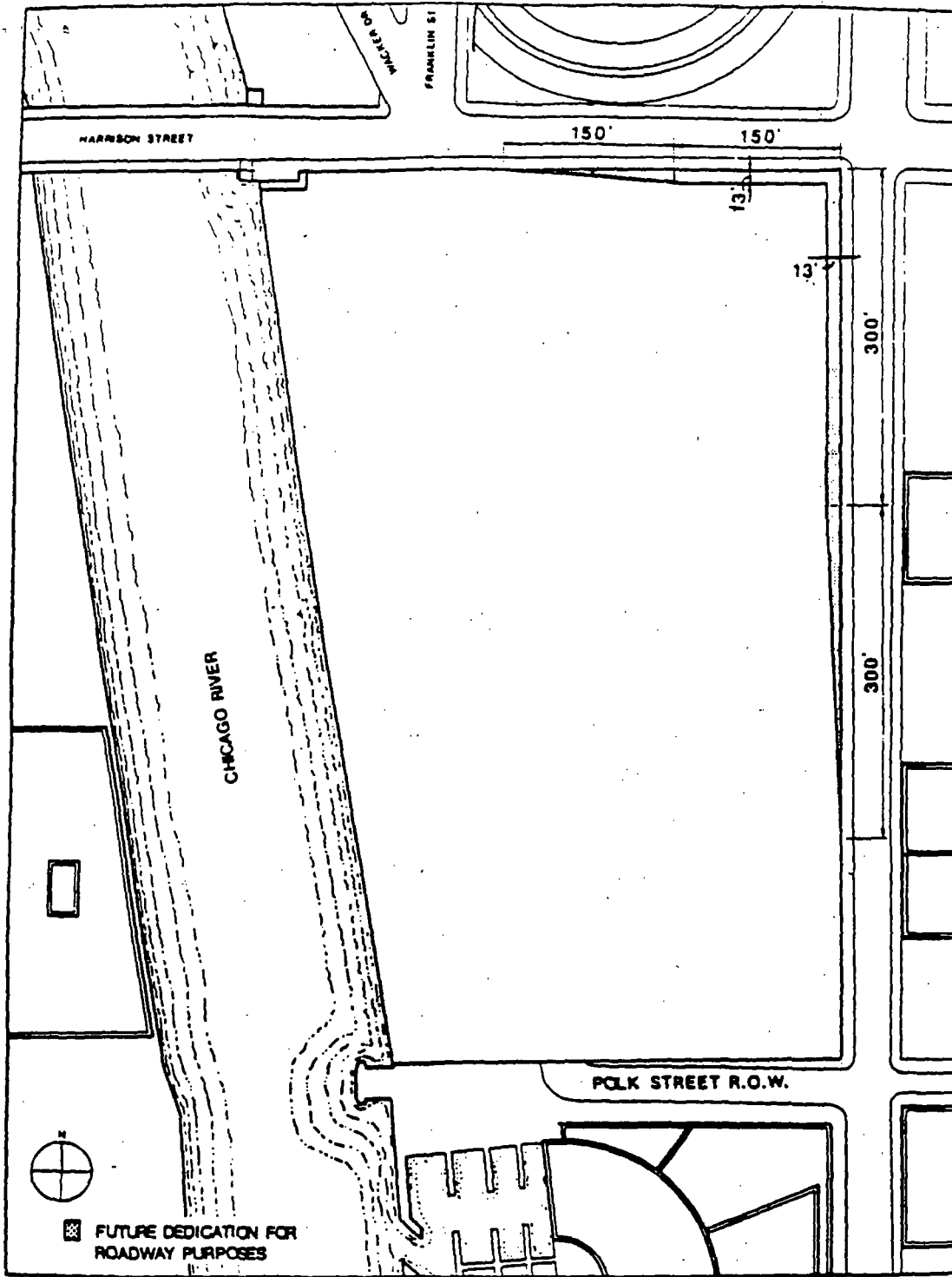
Franklin Point Inc., a Subsidiary of CSX Realty

Pedestrian Circulation Plan

Argus Real Estate Partners, Lohan Associates

February 8, 1990

ROADWAY DEDICATION



FRANKLIN POINT

Roadway Dedication Plan

Franklin Point Inc., a Subsidiary of CSX Realty

Argus Real Estate Partners, Lohan Associates

February 8, 1990

(Continued from page 14070)

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 4-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District and B7-6 General Central Business District symbols and indications as shown on Map No. 4-E in the area bounded by:

part of the land, property and space of the Illinois Central Railroad Company in Fractional Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning on the south line of East Roosevelt Road, as widened, at the intersection of said south line with the east line of South Michigan Avenue, and running; thence east along said south line of West Roosevelt Road and along an eastward extension of said line, a distance of 919.02 feet to an intersection with the easterly right-of-way line of said railroad; thence south along said easterly right-of-way line, a distance of 989.604 feet; thence continuing south along said easterly right-of-way line, a distance of 550.575 feet; thence south continuing along said easterly right-of-way line, a distance of 1,070.91 feet; thence west, a distance of 86.641 feet; thence southwardly along the arc of a circle, convex to the east with a radius of 2,448.29 feet, a distance of 86.233 feet; thence south along a straight line, tangent to last described arc of a circle, a distance of 436.277 feet; thence southwardly along the arc of a circle, convex to the west, with a radius of 1,343.75 feet, a distance of 278.822 feet; thence south along a straight line, tangent to last described arc of a circle, a distance of 722.975 feet; thence southwardly along the arc of a circle, convex to the east, tangent to last described straight line with a radius of 2,008.70 feet, a distance of 160.333 feet; thence southwardly along the arc of a circle, convex to the east with a radius of 915.13 feet, a distance of 46.85 feet to an intersection with a line which is 1,500.00 feet northerly from and parallel with the northerly line of the 23rd Street viaduct; thence west along said parallel line, a distance of

208.28 feet to a point 210.14 feet easterly from the aforesaid westerly right-of-way line; thence north a distance of 49.95 feet; thence northwardly along the arc of a circle, convex to the east, tangent to last described straight line, and having a radius of 1,116.10 feet, a distance of 129.93 feet; thence northwardly along the arc of a circle, convex to the west, having a common tangent with last described arc of a circle, and a radius of 886.39 feet, a distance of 104.04 feet; thence north along a straight line, tangent to last described arc of a circle, a distance of 226.85 feet; thence west a distance of 28.00 feet; thence north a distance of 212.97 feet; thence northwardly along the arc of a circle, convex to the east, tangent to last described straight line with a radius of _____; thence northwestwardly along a straight line, tangent to last described arc of a circle, a distance of 362.89 feet; thence northwardly along the arc of a circle, convex to the west with a radius of 2,263.90 feet, a distance of 294.70 feet to an intersection with the eastward extension of the south line of East 16th Street; thence east along said eastward extension, a distance of 20.63 feet; thence northwestwardly along the arc of a circle, convex to the northeast, being 50.00 feet northeasterly from and concentric with the center line of said railroad track and having a radius of 623.70 feet, a distance of 633.80 feet to a point on the east line of South Indiana Avenue (as said east line was established by ordinance of the City of Chicago passed on July 21, 1919 as amended on January 14, 1920 and February 5, 1920); thence west along a line perpendicular to said east line established by ordinance, a distance of 34.00 feet to the original east line of South Indiana Avenue; thence north along said east line of South Indiana Avenue, a distance of 1,174.67 feet to an intersection with the eastward extension of the south line of Lot 32 in Block 15 in Herrington's Addition to Chicago in the northwest fractional quarter, aforesaid; thence west along said eastward extension, along the south line of said Lot 32 and along the westward extension of said south line, a distance of 258.78 feet to the east line of an alley (18 feet wide); thence north along the east line of said 18-foot wide alley, a distance of 567.17 feet to the south line of East 13th Street; thence north a distance of 50.00 feet to the north line of East 13th Street; thence continuing north a distance of 332.93 feet to the northwest corner of Lot 32 in Seaman and Busby's Subdivision; thence west along a westward extension of the north line of said Lot 32, a distance of 2.70 feet to the southwest corner of Lot 13 in Johnston and Sexton's Subdivision; thence north along the west line of Lots 12 and 13 in said Johnston and Sexton's Subdivision a distance of 54.30 feet to an intersection with the eastward extension of the south line of Lot 16 in Johnston and Sexton's Subdivision aforesaid; thence west along said eastward extension and along the south line of said Lot 16, a distance of 145.30 feet to the east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue, a distance of 138.34 feet to the point of beginning, in Cook County, Illinois,

excepting from the "Tract" hereinbefore described that part of the land, property and space falling within the following described parcels:

Parcel "D".

The land, property and space of said Illinois Central Railroad Company, in Fractional Section 22, aforesaid, lying below a horizontal plane having an elevation of 28.10 feet above Chicago City Datum and lying within the boundaries, projected vertically, of that part of said land, property and space described as follows:

commencing on the north line of said Fractional Section 22, at a point which is 303.06 feet, measured along said line, east from the west right-of-way line of said railroad, and running; thence southeastwardly along a line which is 270.00 feet (measured perpendicularly) westerly from and parallel with the easterly right-of-way line of said railroad, a distance of 88.55 feet to an intersection with the eastward extension of the south line of East Roosevelt Road, being the point of beginning for that part of said land, property and space hereinafter described; thence continuing southeastwardly a distance of 542.00 feet; thence southwardly a distance of 1,062.99 feet; thence south a distance of 133.76 feet, to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 14th Street; thence east along said parallel line, a distance of 336.75 feet to an intersection with the aforesaid easterly right-of-way line of said railroad; thence northwestwardly along said easterly line, a distance of 212.19 feet; thence northwardly continuing along said easterly line, a distance of 550.58 feet; thence northwestwardly a distance of 909.604 feet to an intersection with the aforesaid eastward extension of the south line of East Roosevelt Road; and thence west along said eastward extension, a distance of 281.27 feet to the point of beginning, in Cook County, Illinois, containing 512,649 square feet of land, more or less.

Parcel "E".

The land, property and space of said Illinois Central Railroad Company in Fractional Section 22 aforesaid, lying below a horizontal plane having an elevation of 65.00 feet above Chicago City Datum and lying within the boundaries, projected vertically, of that part of said land, property and space described as follows:

commencing on the easterly right-of-way line of said railroad, at the intersection of said line with the eastward extension of the north line of East 18th Street, and running; thence northwardly along said easterly right-of-way line, a distance of 919.963 feet to the point of beginning; thence continuing northwardly along said easterly line, a distance of 858.72 feet to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 14th Street; thence west along said parallel line, a distance of 336.75 feet; thence south a distance of 919.84 feet, to an intersection with the eastward extension of

the south line of East 16th Street; thence west along said eastward extension, a distance of 242.53 feet; thence southwardly along the arc of a circle, convex to the west with a radius of 2,263.90 feet, a distance of 294.70 feet; thence southeastwardly along a straight line tangent to last described arc of a circle, a distance of 259.89 feet, to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 16th Street; thence east along said parallel line, a distance of 376.89 feet, to an intersection with a curved line, being the arc of a circle, convex to the west, with a radius of 1,343.75 feet, the southerly terminus of said arc being a point which is 230.646 feet westerly and 158.143 feet northerly of the intersection of the easterly right-of-way line of said railroad with the aforesaid eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto and the northerly terminus of said arc being a point which is 197.473 feet westerly and 434.475 feet northerly of the aforesaid intersection of the easterly right-of-way line with the eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto; thence northwardly along last described arc of a circle, a distance of 60.94 feet, to the aforesaid northerly terminus of said arc; thence northwestwardly along a straight line, tangent to last described arc of a circle, a distance of 436.277 feet; thence northwardly along the arc of a circle, convex to the east, tangent to last described straight line, with a radius of 2,448.29 feet, a distance of 86.233 feet; and thence east a distance of 86.641 feet, to the point of beginning, in Cook County, Illinois, containing 589,771 square feet (13.5393 acres) of land, more or less.

Parcel "F".

The land, property and space of said Illinois Central Railroad Company in Fractional Section 22 aforesaid, lying below a horizontal plane having an elevation of 30.68 feet above Chicago City Datum and lying within the boundaries, projected vertically, of that part of said land, property and space described as follows:

commencing on the westerly right-of-way line of said railroad, at the intersection of said line with the northerly line of the 23rd Street viaduct, and running; thence northwardly along said westerly right-of-way line, a distance of 1,500.00 feet; thence eastwardly parallel with said northerly line of the 23rd Street viaduct, a distance of 210.14 feet to the point of beginning; thence northwardly a distance of 49.95 feet; thence northwardly along the arc of a circle, convex to the east, tangent to last described straight line, and having a radius of 1,116.10 feet, a distance of 129.93 feet; thence northwardly along the arc of a circle, convex to the west, having a common tangent with last described arc of a circle, and a radius of 886.39 feet, a distance of 104.04 feet; thence northwardly along a straight line, tangent to last described arc of a circle, a distance of 226.85 feet; thence westwardly, a distance of 28.00 feet; thence northwardly, a distance of 212.97 feet; thence northwardly along the arc of a circle, convex to the east, tangent to last described straight line, with a radius of 2,220.95 feet, a distance of 431.59 feet; thence northwestwardly along a

straight line, tangent to last described arc of a circle, a distance of 103.00 feet to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 16th Street; thence east along said parallel line, a distance of 376.89 feet, to an intersection with a curved line, being the arc of a circle, convex to the west, with a radius of 1,343.75 feet, the southerly terminus of said arc being a point which is 230.646 feet westerly and 158.143 feet northerly of the intersection of the easterly right-of-way line of said railroad with the eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto, and the northerly terminus of said arc being a point which is 197.473 feet westerly and 434.475 feet northerly of the aforesaid intersection of the easterly right-of-way line with the eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto; thence southwardly along last described arc of a circle, a distance of 217.88 feet to the aforesaid southerly terminus of said arc; thence southwardly along straight line, tangent to last described arc of a circle, a distance of 722.975 feet; thence southwardly along the arc of a circle, convex to the east, tangent to last described straight line with a radius of 2,008.70 feet, a distance of 160.333 feet; thence southwardly along the arc of a circle, convex to the east with a radius of 915.13 feet, a distance of 46.85 feet, to an intersection with the aforesaid line, which is 1,500.00 feet northerly from and parallel with the northerly line of said 23rd Street viaduct; and thence westwardly along said parallel line, a distance of 208.28 feet, to the point of beginning, in Cook County, Illinois, containing 319,858 square feet (7.3429 acres) of land, more or less,

to those of a Residential-Business Planned Development and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by:

West Armitage Avenue; a line 188.34 feet east of and parallel to North Racine Avenue; North Maud Avenue; and North Racine Avenue,

to those of a C1-3 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 5-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 5-J in area bounded by:

West Cortland Street; a line 131 feet east of North Springfield Avenue; a line 135 feet south of West Cortland Street; and North Springfield Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by:

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

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in area bounded by:

West Diversey Parkway; a line 31.17 feet east of North Janssen Avenue; a line 116.00 feet south of West Diversey Parkway; and North Janssen Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 7-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-3 General Manufacturing District symbols and indications as shown on Map No. 7-H in the area bounded by:

a line 215.09 feet north of and parallel to West Wrightwood Avenue; a line 45.04 feet east of and parallel to the Chicago and Northwestern Railroad right-of-way; a line 141.84 feet north of and parallel to West Wrightwood Avenue; a line 409.06 feet west of and parallel to North Paulina Street; a line 99.41 feet north of and parallel to West

Wrightwood Avenue; a line 365.65 feet west of and parallel to North Paulina Street; West Wrightwood Avenue; and the Chicago and Northwestern Railroad right-of-way;

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

Residential-Business Planned Development No. _____
(As Amended)

Plan Of Development

Statements.

1. The area delineated herein as Residential-Business Planned Development (the "Planned Development") consists of approximately 32,600 square feet of real property bound on the south by West Wrightwood Avenue, and on the west by the railroad right-of-way of Chicago and Northwestern.
2. Legal title to the area delineated as the Planned Development is held by Bank of Ravenswood as Trustee, under Trust dated June 23, 1989, Trust No. 25-10160. The beneficiaries of the trust are: Ronald B. Shipka and Laverne Shipka as joint tenants.
3. This Plan of Development consisting of these statements and the following component elements: map of zoning, boundary and property line map, site plan, landscape plan, generalized land use plan, table of planned development, use and bulk regulations, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.
4. This Plan of Development is in conformity with the intent and purpose of the Chicago Zoning Ordinance and all requirements thereof and satisfies the established criteria for approval as a Planned Development.

5. The applicant or its successors or such other person or entity as may then own or control the subject property shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development.
6. Any dedication or vacation of streets, alleys or easements or any adjustments of right-of-way shall require separate submittal on behalf of the applicant or its successors, assignees or grantees and approval by the City Council.
7. The uses allowed within the Residential-Business Planned Development shall be residential uses only; provided, however, that the following business uses may also be permitted if such business uses are physically adjacent and ancillary to the residential uses:

Offices, business or professional; photography studios; artists' studios, including printmaking and sculpture; and

Accessory off-street parking; earth station receiving dishes, and other accessory uses are also permitted.

8. The floor area ratio as permitted by this Planned Development, as set forth on the Use and Bulk Regulations herein, shall only apply to the renovation of the building which exists on the subject property as of the date of this Planned Development. If the existing building is removed or ceases to exist, except as provided for by Section 6.5-4 of the Zoning Ordinance, the floor area ratio shall then be limited to 1.2.
9. Unless substantial rehabilitation upon the existing building has commenced within 10 years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided for by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of an M2-3 Zoning District.
10. The allowance of residential uses on the subject property shall not cause the imposition of the requirements under Article 10, Sections 10.5 through 10.11, et seq, to any degree greater than they already are imposed on the adjacent manufacturing uses which exist on the date of this amendment.
11. All owners and lessors of all and any portion of the subject property shall make the following notice part of all sales contracts, leases and condominium declarations:

The purchaser and/or lessee acknowledge and has actual notice of the nature of the area generally surrounding the subject premises, specifically the presence of manufacturing uses immediately adjacent to the 1760 Wrightwood Building and that the properties adjacent to and across from said building are classified within a manufacturing zoning district. The purchaser and/or lessee has notice of commercial traffic which uses surrounding streets and may do so at all hours and the purchaser and/or lessee further understands that manufacturing enterprises may be noisy, odorous or dirty. Purchaser and/or lessee further acknowledges that the adjacent properties may be developed and used for manufacturing uses consistent with the regulations contained within the Chicago Zoning Ordinance. For further information, consult the Zoning Ordinance.

In addition, to encourage compatibility and mutual understanding among permitted uses on the Subject Property and permitted uses elsewhere within the adjacent manufacturing zoned properties, the applicant and the subsequent condominium association ("Association") voluntarily will take the following steps:

1. The applicant at the time of sale of the residential units, will provide information regarding the surrounding uses and any potential uses for the surrounding uses that he has knowledge of.
2. The applicant and the subsequent Association shall establish a voluntary procedure for the reporting and mediation of any complaints by residents of the Subject Property concerning the impact on the Subject Property of any industrial activity undertaken on the adjacent properties in the ordinary course of business. Applicant and/or the Association may involve interested parties or groups in such procedure as in its judgment will facilitate a response to, and resolution of, any such complaints. Involving interested groups shall include notifying them of the placement and nature of complaints against any of the membership known to the applicant and/or Association. The L.E.E.D.S. counsel of New City Y.M.C.A. shall be an interested group for purposes of this subparagraph.
3. The applicant and/or future Association shall agree to not oppose any further manufacturing development which may occur on adjacent properties, except such development that by its very nature would be unreasonable to the surrounding area as a whole.
4. The applicant and/or future Association will be available at reasonable times and upon reasonable notice to participate in discussions among any of its residents and any other land owners (defined for purposes of this and the following property owner and tenant operating a business in the surrounding manufacturing zone properties) concerning questions or

complaints by any resident about the activities of other land owners in the area.

12. Any service drive or other ingress or egress for motor vehicles shall be adequately designed and paved in accordance with the now published regulations and Bureau of Traffic Engineering and Operations in compliance with the Municipal Code and the City of Chicago.
13. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.
14. This Planned Development shall be landscaped in general conformity with the landscape plan prepared by Michael Leary and Associates dated March 8, 1990, which is on file with the Department of Planning. The landscaping shall be maintained at all times in accordance with the landscaping plan.
15. The property subject to this Planned Development shall be used and developed pursuant to and consistent with the site plan and elevation drawings dated March 8, 1990, prepared by Michael Leary and Associates, which are on file with the Department of Planning.
16. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the date of this ordinance.

[Existing Zoning and Preferential Street System Map; Property Line Map and Right-of-Way Adjustments; and Generalized Land Use Plan attached to this Plan of Development printed on pages 14095 through 14097 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential-Business Development Number _____
(As Amended)*

Use And Bulk Regulations And Data.

Net Site Area: 32,600 square feet (.75 acres)

General Land Use Description: Uses as described by Statement
Number 7 of the Plan of Development Statements.

Maximum Floor Area Ratio: 2.13
Subject to paragraph 8 of the Plan
of Development Statements.

Maximum Percent of Site Coverage 60%

Number of Units:

TOTAL: Maximum 40 units

Off-street Parking and Loading:

Minimum Number of Parking Spaces: 40

Number of Loading Berths: 0

Perimeter Setbacks at Grade:

See site plan.

0 feet South Property Line

0 feet West Property Line

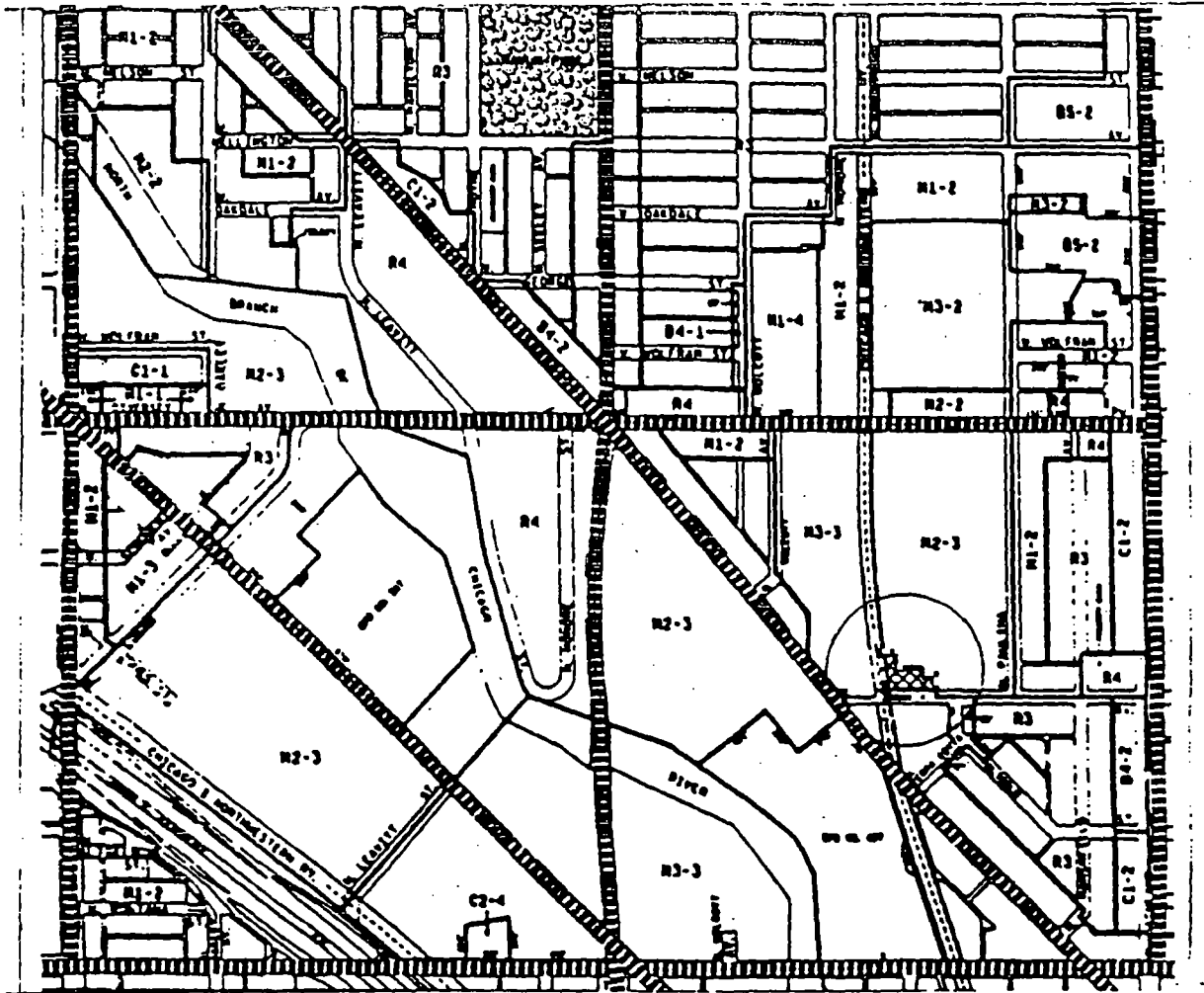
0 feet East Property Line

0 feet (min.) North Property Line





Maximum Building Heights
(not including mech. penthouse or roof deck):

± 44 feet to top of parapet plus
8 feet for roof deck access.

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERRED STREET SYSTEM



LEGEND

-  RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
-  ZONING DISTRICT BOUNDARIES
-  PREFERRED STREET SYSTEM
-  PARKS AND PLAYGROUNDS

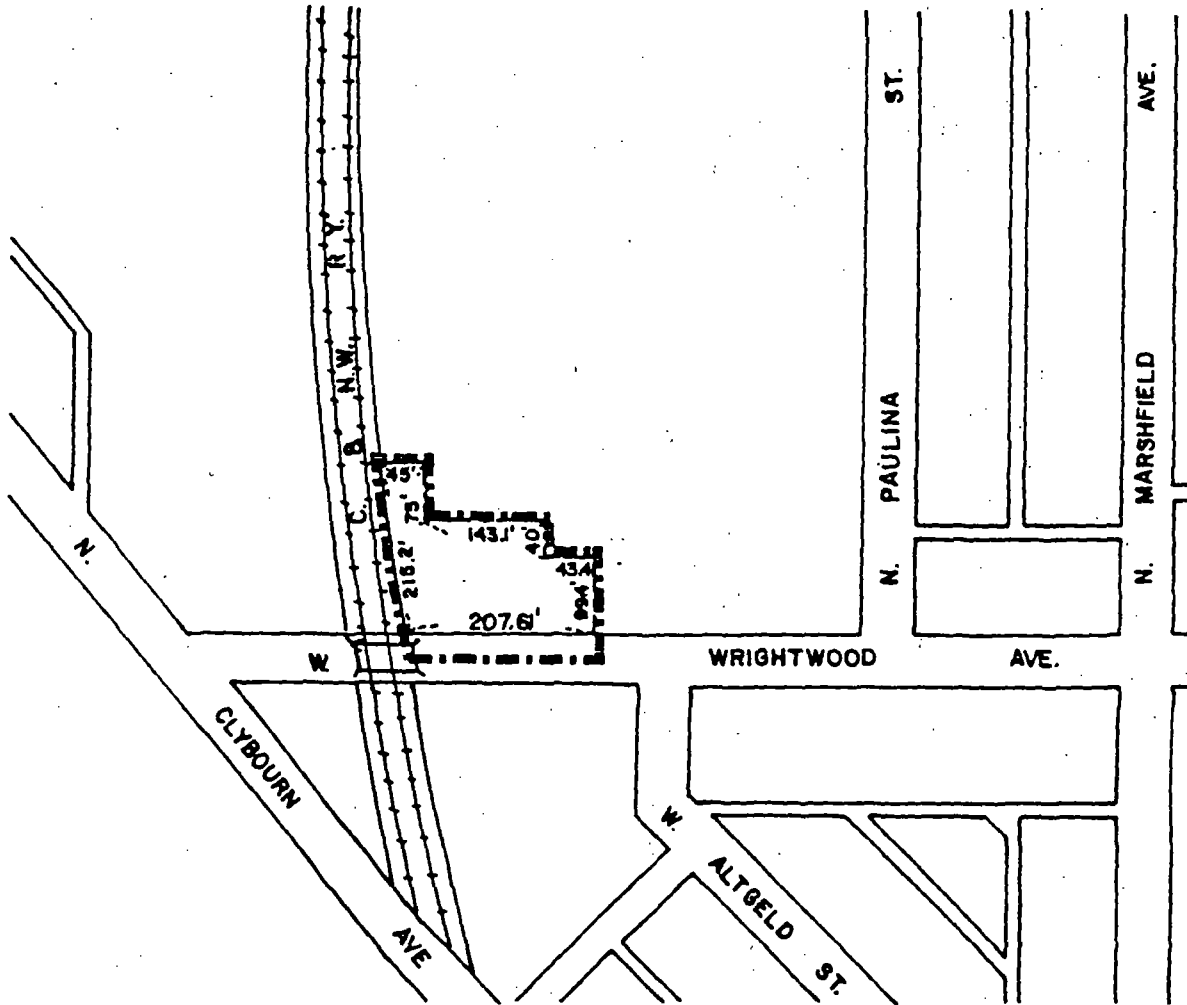


APPLICANT: BERNARD I. CITRON AS ATTORNEY
RONALD B. SHIPKA, DEVELOPER

DATE: November 15, 1989

REVISED: March 6, 1990

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND



PLANNED DEVELOPMENT BOUNDARY



APPLICANT: BERNARD I. CITRON AS ATTORNEY
 RONALD B. SHIPKA, DEVELOPER

DATE: November 15, 1989

REVISED: March 6, 1990

Reclassification Of Area Shown On Map Number 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District and B3-2 General Retail District symbols and indications as shown on Map No. 7-J in area bounded by:

North Milwaukee Avenue; a line 130 feet long running perpendicular to North Milwaukee Avenue beginning at a point 245 feet southeast of the intersection of North Central Park Avenue and North Milwaukee Avenue (as measured along the south line of North Milwaukee Avenue) to a point 101.85 feet (as measured along the north line of the alley next north of and parallel to West George Street if extended); the alley next north of and parallel to West George Street extended; the alley next east of and parallel to North Central Park Avenue; a line 25 feet south of and parallel to the alley next north of and parallel to West George Street extended; and North Central Park Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

the alley next north of and parallel to West 35th Street; a line 130.5 feet east of and parallel to South Emerald Avenue; West 35th Street; and a line 100 feet east of and parallel to South Emerald Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 9-G in area bounded by:

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

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 9-G in area bounded by:

a line 274 feet south of and parallel to West Irving Park Road; the alley next east of and parallel to North Ashland Avenue; a line 299.05 feet south of and parallel to West Irving Park Road; and North Ashland Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-4 Restricted Retail District symbols and indications as shown on Map No. 11-G in area bounded by:

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

to those of a B4-4 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 11-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 11-H in area bounded by:

the alley next north of and parallel to West Lawrence Avenue; North Leavitt Street; West Lawrence Avenue; and a line 57.05 feet west of and parallel to North Leavitt Street,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-K in the area bounded by:

West 49th Street; South Tripp Avenue; a line 30 feet south of West 49th Street; and the alley next west of and parallel to South Tripp Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-K in area bounded by:

a line 301.75 feet north of and parallel to West 49th Street; South Pulaski Road; a line 151.56 feet north of and parallel to West 49th Street; and the alley next west of and parallel to South Pulaski Road,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-K in area bounded by:

a line 251.46 feet north of and parallel to West 50th Street; South Pulaski Road; West 50th Street; and the alley next west of and parallel to South Pulaski Road,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-K in the area bounded by:

a line 210 feet south of West 53rd Street; South Keating Avenue; the alley next south of and parallel to West 53rd Street; and the alley next west of and parallel to South Keating Avenue,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 13-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-G in the area bounded by:

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

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 16-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 16-K in area bounded by:

the alley next east of and parallel to South Cicero Avenue; a line 511.35 feet south of and parallel to West 65th Street; South Cicero Avenue; and West 65th Street,

to those of a C2-1 General Commercial District and a corresponding use district is hereby

established in the area above described.

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

Reclassification Of Area Shown On Map Number 24-C.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 24-C in area bounded by:

East 95th Street; South Paxton Avenue; the alley next south of and parallel to East 95th Street; and South Clyde Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- AMENDMENT OF CHICAGO ZONING ORDINANCE
TO RECLASSIFY AREA SHOWN ON MAP NUMBER 7-N.
(APPLICATION NUMBER 10603)

(Adverse Committee Recommendation)

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Stone, *Deferred* and ordered published:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on April 5, 1990, I beg leave to recommend that Your Honorable Body pass Application Number MA-08, a communication transmitted from the Office of the Mayor, reappointing Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission for a term expiring January 25, 1995.

In addition, I beg leave to recommend that Your Honorable Body pass the ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10603 which failed to meet the committee's approval and was unanimously voted do not pass.

I beg leave to recommend the passage of six ordinances which were corrected and amended in their corrected form:

T-AD 030 regarding Division of Zoning Lots,

Application Number 10568, a Residential Business Planned Development,

Application Number 10595, a Residential Business Planned Development,

Application Number 10529, a Business-Commercial Planned Development,

Application Number 10582, a Business Planned Development, and

Application Number A-2681 changing all the M1-1 Restricted Manufacturing Districts to that of an R4 General Residence District at a specific location in the 31st Ward.

Please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10590, 10595, 10529 and 10582.

At this time, I, along with Alderman Stone, move that this report be *Deferred* and published with the exception of Application Number MA-08 approving the reappointment of Mr. Reuben L. Hedlund as a member of the Chicago Plan Commission, term expiring January 25, 1995 and Application Number A-2706.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

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

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-N in the area bounded by:

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

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

JOINT COMMITTEE.

COMMITTEE ON BUILDINGS.

COMMITTEE ON ZONING.

**ISSUANCE OF PERMITS FOR ERECTION AND MAINTENANCE
OF ILLUMINATED SIGNS.**

A Joint Committee, composed of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, April 6, 1990.

To the President and Members of the City Council:

Reporting for your Joint Committee on Buildings and Zoning, for which a meeting was held on April 5, 1990, we beg leave to recommend that Your Honorable Body *Pass* the

proposed orders transmitted herewith, to authorize the issuance of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.

Respectfully submitted,

(Signed) FRED B. ROTI,
Committee on Buildings,
Chairman.

(Signed) WILLIAM J. P. BANKS,
Committee on Zoning,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

Alderman Beavers 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):

3414 South Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3414 South Archer Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1825 South Blue Island Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1825 South Blue Island Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

West Cermak Road And South Rockwell Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at West Cermak Road and South Rockwell Street (railroad), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4830 South Cicero Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisans Signs, 14101 South Wallace Street, Chicago, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4830 South Cicero Avenue, G & H Development:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5301 South Cicero Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5301 South Cicero Avenue, American National Bank:

Dimensions: length, 15 feet 0 inches; height, 13 feet 9 inches
Height Above Grade/Roof to Top of Sign: 20 feet 3 inches
Total Square Foot Area: 206 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3620 North Clark Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Sign, 720 South Vermont, Palatine, Illinois 60067, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3620 North Clark Street, McDonald's:

Dimensions: length, 20 feet; height, 19 feet 8 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 393 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4070 North Clark Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Van Bruggen/Gas City Sign, Incorporated, 13401 Southwest Highway, Orland Park, Illinois 60005, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4070 North Clark Street, Gas City:

Dimensions: length, 10 feet 2 inches; height, 4 feet 6 inches
Height Above Grade/Roof to Top of Sign: 10 feet
Total Square Foot Area: 40 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

South Commercial Avenue And South South Chicago Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at South Commercial Avenue and South South Chicago Avenue (Railroad), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8104 South Cottage Grove Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8104 South Cottage Grove Avenue, Midas Mufflers Brakes:

Dimensions: length, 9 feet 9 inches; height, 19 feet
Height Above Grade/Roof to Top of Sign: 29 feet
Total Square Foot Area: 135 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

at the address of **3446 South Damen Avenue**, provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3446 South Damen Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length 48 feet 0 inches; height 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4001 West Fullerton Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4001 West Fullerton Avenue (roof of building), Aztec Outdoor Advertising, Incorporated:

Dimensions: length 48 feet 0 inches; height 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

800 North Kedzie Avenue.
DOYLE SIGNS, INCORPORATED

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Incorporated, 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 800 North Kedzie Avenue, Chicago Kedzie Plaza:

Dimensions: length, 8 feet 0 inches; height, 33 feet 6 inches overall height
Height Above Grade/Roof to Top of Sign: 33 feet 6 inches
Total Square Foot Area: 212 square feet each side.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3510 South Kedzie Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3510 South Kedzie Avenue, La Preferida, Incorporated:

Dimensions: length, 60 feet; height, 20 feet
Height Above Grade/Roof to Top of Sign: 75 feet
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3357 South Dr. Martin Luther King, Jr. Drive.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising Company, Incorporated, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3357 South Dr. Martin Luther King, Jr. Drive, Lake Meadows Shopping Center:

Dimensions: length, 12 feet 9 inches; height, 27 feet 3 inches
Height Above Grade/Roof to Top of Sign: 37 feet 3 inches
Total Square Foot Area: 348 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8650 South Lafayette Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Landmark Outdoor Advertising Company, Incorporated, 7424 Industrial Avenue, Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at the following location at 8650 South Lafayette Avenue, Chatham Ridge Shopping Center:

Dimensions: length, 25 feet 0 inches; height, 32 feet 0 inches
Height Above Grade/Roof to Top of Sign: 52 feet 4 inches
Total Square Foot Area: 800 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2849 -- 2855 North Milwaukee Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Artisan Signs, 14101 South Wallace, Riverdale, Illinois 60627, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2849 -- 2855 North Milwaukee Avenue, Blockbuster Video:

Dimensions: length, 40 feet; height, 18 feet
Height Above Grade/Roof to Top of Sign: 28 feet
Total Square Foot Area: 720 square feet (Non-illuminating billboard).

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5215 North Milwaukee Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 720 South Vermont, Palatine, Illinois 60067, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5215 North Milwaukee Avenue, King Number 2 Famous Gyros:

Dimensions: length, 13 feet 4 inches; height, 10 feet 8 inches
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 142 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

West North Avenue And North Ridgeway Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at West North Avenue and North Ridgeway Avenue (railroad), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2353 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2353 West North Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3706 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3706 West North Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4430 West North Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4430 West North Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6538 South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Signs, Incorporated, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6538 South Pulaski Road, Classic Video:

Dimensions: length, 28 feet 0 inches; height, 10 feet 0 inches
Height Above Grade/Roof to Top of Sign: 22 feet 6 inches
Total Square Foot Area: 280 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

509 West Roosevelt Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All Sign Structures, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 509 West Roosevelt Road, South Loop Market:

Dimensions: length, 60 feet 0 inches; height, 20 feet 0 inches
Height Above Grade/Roof to Top of Sign: 75 feet 0 inches
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6700 South Stony Island Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to 3M National Advertising Company, 280 West Frontage Road North, Boling Brook, Illinois 60439, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6700 South Stony Island Avenue, Currency Exchange:

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 49 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

9600 South Vincennes Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Windy City Sign Company, 2543 1/2 East 75th Street, Chicago, Illinois 60649, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9600 South Vincennes Avenue, Trinity All Nation Church:

Dimensions: length, 7 feet; height, 4 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: _____

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3415 North Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, 140 East Tower Drive, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3415 North Western Avenue, Coconuts Music/Video:

Dimensions: length, 13 feet; height, 8 feet
Height Above Grade/Roof to Top of Sign: 23 feet
Total Square Foot Area: 104 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3800 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3800 South Western Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6036 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to S & B Sign Company, 935 West 175th Street, Homewood, Illinois 60430, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6036 South Western Avenue, advertising -- various accounts:

Dimensions: length, 36 feet; height, 10-1/2 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 378 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7925 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7925 South Western Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

10234 South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 5501 West 109th Street, Oaklawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 10234 South Western Avenue, All-Sign Billboard for local businesses:

Dimensions: length, 36 feet 0 inches; height, 10 feet 6 inches
Height Above Grade/Roof to Top of Sign: 45 feet
Total Square Foot Area: D.F. sign = 756 square feet, 378 square foot face.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

West 14th Street And South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at West 14th Street and South Western Avenue (railroad), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

West 18th Street And South Western Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at West 18th Street and South Western Avenue (railroad), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1348 West 18th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1348 West 18th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

West 40th And South Ashland Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at West 40th and South Ashland Avenue (railroad viaduct), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1946 West 47th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1946 West 47th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2341 West 79th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2341 West 79th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4000 West 87th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4000 West 87th Street, advertising sign:

Dimensions: length, 36 feet; height, 10 feet 6 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,134 (378 square feet/face), 3 face sign.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

East 95th Street And South Commercial Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at East 95th Street and South Commercial Avenue (railroad), Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1106 West 95th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1106 West 95th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet 0 inches; height, 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

AGREED CALENDAR.

On motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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 STEELE (6th Ward):

TRIBUTE TO LATE MRS. MILDRED PERKINS.

WHEREAS, God in his infinite wisdom has called to her eternal reward Mildred (Mi-Mi) Perkins; and

WHEREAS, Mildred (Mi-Mi) Perkins was born in Pensacola, Florida, the only daughter of Claude and Laura Aldridge. She was married in Memphis, Tennessee to Veo Perkins, who preceded her in death; and

WHEREAS, Mildred (Mi-Mi) Perkins was a member of Saint Joachim Catholic Church Parish for thirty years; and

WHEREAS, Mildred (Mi-Mi) Perkins, took a step into eternity leaving to cherish her memory a daughter, Valery M. Perkins; a granddaughter, Laurel Jones; a great grandson, Anthony Jones of Chicago, Illinois; cousins, Zula and Sylvia Murray, and Jasper and Lisa Taylor of Memphis, Tennessee; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby express our deep sorrow

on the passing of Mildred (Mi-Mi) Perkins, and extend to her family and friends our most heartfelt sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Valery M. Perkins.

**CONGRATULATIONS EXTENDED TO COOK COUNTY SHERIFF
EUGENE WALLACE ON HIS RETIREMENT AFTER
THIRTY-FIVE YEARS OF DEDICATED
SERVICE.**

WHEREAS, Cook County Sheriff Eugene Wallace, Star 58, will retire September 1 after 35 years of dedicated service to the people of this great City; and

WHEREAS, Cook County Sheriff Eugene Wallace joined the department in 1955 as a guard and was later promoted to Sergeant; and

WHEREAS, During his excellent career, Sergeant Eugene Wallace received numerous awards and letters of commendation; and

WHEREAS, Sergeant Eugene Wallace represents the highest standard of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby congratulate and honor Sergeant Eugene Wallace, Star 58, on the occasion of his retirement from outstanding public service, and extend to this fine citizen our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Eugene Wallace.

**MAY 20, 1990 DECLARED "GREATER INSTITUTIONAL
AFRICAN METHODIST EPISCOPAL WOMEN'S DAY
OBSERVANCE IN CHICAGO".**

WHEREAS, May 20, 1990, marks the 34th Annual Women's Day Observance at Greater Institutional A.M.E. Church, 7800 South Indiana Avenue on Chicago's great south side; and

WHEREAS, Every year at this time the congregation of Greater Institutional African Methodist Episcopal Church sets aside a day to recognize the individuality, the invaluableity and the many contributions of women to our way of life and to the progress of mankind; and

WHEREAS, This year's chairperson of the event is Dr. Ethel Russaw. Dr. Lyman S. Parks, Pastor of Greater Institutional A.M.E. Church, is sponsoring the observance, and guest speaker is Dr. Jamye Coleman Williams, Editor of the oldest Black journal in America, *The A.M.E. Review*; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby declare and set aside May 20, 1990 to be known as "Greater Institutional A.M.E. Women's Day Observance in Chicago", and in doing so call attention to the celebrations scheduled for that date; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Ethel Russaw.

**COMMENDATIONS EXTENDED TO VARIOUS INDIVIDUALS
FOR DILIGENCE AND BRAVERY IN CAPTURE
OF RAPE SUSPECT.**

WHEREAS, The preservation of public safety and welfare is of paramount concern in the performance of public service; and

WHEREAS, The leaders of this great City are cognizant of the debt owed our finest public servants; and

WHEREAS, Recently, for many days residents of the 6th Ward and the surrounding area in our great City were held in a state of extreme fear and apprehension due to a series of rapes and attacks in the neighborhood; and

WHEREAS, Thanks to the dedication of, in particular and among others, six members of the Chicago Police Department and one private citizen, a rape suspect was captured and imprisoned; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby recognize and commend the diligence and bravery of the following members of the Chicago Police Department in the recent capture of the rape suspect who terrorized the good citizens of the 6th Ward and surrounding area:

Commander August Sylvian, 6th District

Police Officer Donald Smith, 6th District

Detective Commander Robert Beavers (Area 2 Violent Crimes)

Detective James Butler

Detective James Cloonan

Detective Kevin Glynn

; and

Be It Further Resolved, That we commend Jules Packnett, a private citizen, for the same diligence and dedication in apprehending this offender; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Commander August Sylvian, 6th District, Police Officer Donald Smith, 6th District, Detective Commander Robert Beavers (Area 2 Violent Crimes), Detective James Butler, Detective James Cloonan, Detective Kevin Glynn, and Jules Packnett.

Presented By

ALDERMAN CALDWELL (8th Ward):

**CONGRATULATIONS EXTENDED TO MR. JASON L. INGRAHAM
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Jason L. Ingraham, outstanding young citizen of Chicago's great southeast side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Felicitas Catholic Church Boy Scout Troop 760, Jason L. Ingraham has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Jason L. Ingraham will be honored at an Eagle Ceremony with a reception following in April; and

WHEREAS, Jason L. Ingraham 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 6th day of April, 1990, A.D., do hereby offer our heartiest congratulations to Jason L. Ingraham 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 Jason L. Ingraham.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. EDWARD J. "TRIXIE" MULVILLE.

WHEREAS, Edward J. "Trixie" Mulville, the beloved husband of June L. and the late Frances has passed away; and

WHEREAS, Edward J. "Trixie" Mulville was the devoted father of Edward F. (Yvonne), Patricia (Walter) Perepechko and Mary Ellen (Rudy) Asencio, the loving grandfather of five and great-grandfather of six; and

WHEREAS, Edward J. "Trixie" Mulville was a member of the Hamburg Athletic Association and the 11th Ward Regular Democratic Organization; and

WHEREAS, Edward J. "Trixie" Mulville was also a fine citizen of the 11th Ward community, where he and his family have participated in many activities with the local parishes and community organizations; and

WHEREAS, Edward J. "Trixie" Mulville 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 6th day of April in 1990, do hereby mourn the death of Edward J. "Trixie" Mulville, a loving husband and father and friend to many, and may we also extend our deepest sympathy to his wife June and his children, grandchildren, family members and friends; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Edward J. "Trixie" Mulville.

TRIBUTE TO LATE MRS. MARY L. THOME.

WHEREAS, Mary L. Thome (nee Goeing) the beloved wife of the late George F. has passed away; and

WHEREAS, Mary L. Thome was the dear sister of Irene E. (the late John) Sullivan and Edward (Mae) Goeing and the dear aunt of many nieces and nephews; and

WHEREAS, Mary L. Thome, along with being an active parishioner of Saint Gabriel's, was a member of the Friendly Club and a Gold Star member of Saint Gabriel's Women's Club; and

WHEREAS, Mary L. Thome was also a fine citizen of the 11th Ward community, where she had participated in many activities; and

WHEREAS, Mary L. Thome 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 6th day of April in 1990, do hereby mourn the death of Mary L. Thome, a loving wife 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 Mary L. Thome.

*CONGRATULATIONS EXTENDED TO PULASKI SAVINGS ON
OCCASION OF ITS CENTENNIAL ANNIVERSARY.*

WHEREAS, Pulaski Savings of 3156 South Morgan Street celebrated its centennial anniversary on March 10, 1990; and

WHEREAS, The achievement of this historic milestone is represented by a century of prudent practices and community services; and

WHEREAS, During the past 100 years, Pulaski Savings has concentrated on meeting the financial needs of the residents in their area; and

WHEREAS, The financial achievements Pulaski Savings has reached over the past 100 years reflects a century of dedication and commitment to retain its traditional savings and loan roots; and

WHEREAS, Pulaski Savings should be commended for the important part it has had in the growth, development and stability of the neighborhood it serves; and

WHEREAS, Pulaski Savings has been a good neighbor and friend to the citizens of the 11th Ward community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 6th day of April in 1990, do hereby extend our heartiest congratulations to Pulaski Savings for 100 years of excellent service and wish it continued success in all its future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for Roger Bundy, Chief Operating Officer of Pulaski Savings.

**CONGRATULATIONS EXTENDED TO SISTER MARY JO DE MARCO
ON OCCASION OF HER RETIREMENT AFTER
FIFTY-THREE YEARS IN TEACHING
PROFESSION.**

WHEREAS, Sister Mary Jo was born Josephine De Marco on March 8, 1917 in Omaha, Nebraska to her loving parents, Ralph and Rose De Marco; and

WHEREAS, Sister Mary Jo is the loving sister of Ann, Sara, Gregory, Marie and Marion; and

WHEREAS, She is a graduate of Lincoln Elementary School and Saint Mary's High School in Omaha, Nebraska; and

WHEREAS, Sister Mary Jo began her dedication to Christ in 1934 in Des Plaines, Illinois, and was a Postulant for nine months, a Novice for two years, temporarily professed her faith for three years and took her final vows on August 16, 1940; and

WHEREAS, Sister Mary Jo began her teaching career at Saint Lucy's in 1937. She has taught in a total of fourteen schools, and first served as principal at Saint Alphonsus, Mount Pleasant, Iowa and in 1971 she became Principal of Saint Gabriel in Chicago, where she has served the parishioners and children for the past nineteen years; and

WHEREAS, Sister Mary Jo received her B.A. from Saint Xavier College in 1954, her M.A. in administration and supervision from DePaul University in 1969 and earned her second masters degree in theology and religious education; and

WHEREAS, Sister Mary Jo was most instrumental in the development of the kindergarten program at Saint Gabriel; the inspiration of the computer lab and the loving force behind the renovation of the school hall; and

WHEREAS, For the past 53 years, through her dedication to our Lord, Sister Mary Jo De Marco, R.S.M. has nurtured the educational and spiritual growth of his children; and will be deeply missed by her many friends at Saint Gabriel; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 6th day of April in 1990, do hereby extend our heartiest congratulations to Sister Mary Jo De Marco on this very special occasion of her retirement, and may we also extend our best wishes for all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Sister Mary Jo De Marco.

Presented By

ALDERMAN MADRZYK (13th Ward):

**CONGRATULATIONS EXTENDED TO THE CHORAL ENSEMBLE
OF CHICAGO ON OCCASION OF ITS
TWENTY-FIFTH ANNIVERSARY.**

WHEREAS, The Choral Ensemble of Chicago, formerly the Chicago Chamber Choir, is approaching its 25th anniversary, presenting to our grateful citizens the highest quality of musical performance; and

WHEREAS, The Choral Ensemble of Chicago was established in 1965 by George T. Estevez, who has been its Musical Director throughout its distinguished history, and began as a young adult activity at the Jane Addams Hull House Center, offering initially one free concert per year; and

WHEREAS, Despite a limited budget and limited rehearsal time, The Choral Ensemble of Chicago has grown to an annual concert subscription series presented at Saint Paul's United Church of Christ on Chicago's north side. The 50-member organization has a repertory embracing virtually every nation and period; world premieres and seldom-heard choral works are given with the same total commitment as more familiar fare, and all this is done on a non-profit basis; most of the choir members work without pay; and

WHEREAS, Through the efforts of Mr. Estevez, his singers and musicians and a very small volunteer staff, The Choral Ensemble of Chicago now ranks as one of the leading musical organizations in our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby acknowledge the excellence of The Choral Ensemble of Chicago of which we are so justly proud, and that we extend to this outstanding group our most sincere wishes for continued growth and prosperity; and

Be It Further Resolved, That we hereby declare May 20, 1990, to be known as "The Choral Ensemble Of Chicago Day In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. George T. Estevez and The Choral Ensemble of Chicago.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE REVEREND ROMAN J. BERENDT.

WHEREAS, Reverend Roman J. Berendt, pastor emeritus of Saint Adalbert Catholic Church and former associate pastor of Sacred Heart Church, passed away on Sunday, March 11, 1990, at the age of 76; and

WHEREAS, Reverend Berendt was elected president of the Back of the Yards Council in 1949 and worked diligently to develop many of the community programs that now exist in this neighborhood; and

WHEREAS, Monsignor John Egan, a friend, said of Father Berendt, "He was a gentle man and a good priest. He served with great unselfishness. What I especially liked about him was his unfailing kindness and loyalty."; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late Reverend Roman J. Berendt for his efforts on behalf of working men and women and young people to obtain for them decent living conditions and wages and we do hereby extend our sincerest condolences to his bereaved family members, including three sisters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Roman J. Berendt.

TRIBUTE TO LATE MR. EMANUEL "BUD" CANNONITO.

WHEREAS, Emanuel "Bud" Cannonito, prosecutor for the Village of Crestwood, passed away on Sunday, March 4, 1990 at the age of 61; and

WHEREAS, Emanuel Cannonito was born in Chicago, he received his law degree from DePaul University College of Law; and

WHEREAS, Emanuel Cannonito, who had his own private law practice for thirty-five years, was an assistant Cook County State's Attorney in the late 1950's; and

WHEREAS, Mr. Cannonito belonged to the Justinian Society of Lawyers and bar associations for Chicago, Blue Island, the south suburbs, the U. S. Supreme Court of Military Appeals, and the Illinois Supreme Court; and

WHEREAS, He was active in charitable, religious and school organizations, and was the chairman of the Illinois Dangerous Drug Commission; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Emanuel "Bud" Cannonito, for his many years of service to the people of Cook County, and we do hereby extend our sincerest condolences to his wife Phyllis, one daughter, three sons, one sister and one grandchild; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Emanuel M. Cannonito.

TRIBUTE TO LATE POLICE SERGEANT GEORGE F. CONNELLY.

WHEREAS, George F. Connelly, a retired Chicago policeman, passed away on Sunday, February 24, 1990 at the age of 70; and

WHEREAS, Officer Connelly was assigned to traffic court where he was a supervisor; and

WHEREAS, Officer Connelly also taught new recruits at the Chicago Police Academy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late Officer George F. Connelly for his devotion and loyalty to protecting the citizens of the great City of Chicago, and we do hereby extend our sincerest condolences to his bereaved family members,

including his wife Leona "Penny", daughter Denise, brother John, sister Catherine, and four grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer George F. Connelly.

TRIBUTE TO LATE MR. JACK CONROY.

WHEREAS, Jack Conroy, the acclaimed Chicago novelist, author of *The Disinherited*, passed away on Wednesday, February 28, 1990 at the age of 91; and

WHEREAS, Jack Conroy, a Chicago resident from 1938 to 1965, was born the son of a coal miner in Missouri; and

WHEREAS, In 1944, he co-authored *They Seek a City* with Arna Bontemps, which was the first literary collaboration between white and black authors; and

WHEREAS, Jack Conroy during his youth worked in the coal mines of Missouri and went on to become the strike leader in the Great Railroad Strike of 1922 and lost his job when the strike was broken; and

WHEREAS, Jack Conroy founded *The Rebel Poet Magazine*, was editor of the literary magazine *Anvil*, was a member of the W.P.A. Illinois Writers Project, and was awarded a Gugenhiem Fellowship in 1935; and

WHEREAS, He received the Illinois Literary Prize from poet Gwendolyn Brooks in 1969, and was recognized by the Society of Midland Authors in 1967 and won a National Endowment for the Arts grant in 1977; and

WHEREAS, Jack Conroy worked as a book reviewer for the *Chicago Sun-Times*, the *Chicago Tribune*, the *St. Louis Post Dispatch* and the *Kansas City Star*; and

WHEREAS, Jack Conroy served as the literary editor of the *Chicago Defender* in 1946 -- 1957; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990 do hereby commemorate the late Jack Conroy for his tremendous contributions to the literary world, and we do hereby extend our sincerest condolences to his son Jack Jr., and three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jack Conroy.

TRIBUTE TO LATE MR. ROBERT J. GUILFOYLE, SR.

WHEREAS, Robert J. Guilfoyle, Sr., the brother of Eleanor "Sis" Daley, the widow of Mayor Richard J. Daley, passed away on Saturday, February 24, 1990 in his Mount Greenwood home, at the age of 89; and

WHEREAS, Mr. Guilfoyle was a retired Chicago Fire Department engineer, who served the department for twenty-five years; and

WHEREAS, Robert Guilfoyle was a member of the Knights of Columbus; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor the late Robert J. Guilfoyle for his dedication to the safety of the citizens of Chicago, and we do hereby extend our sincerest condolences to his bereaved family members, including his son, Robert, Jr., his daughter, Jean, two sisters, ten grandchildren and thirteen great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert J. Guilfoyle, Sr.

TRIBUTE TO LATE MR. WILLIAM M. HILL.

WHEREAS, William M. Hill, a life-time resident of the Back-of-the-Yards neighborhood, passed away on Monday, March 26, 1990 at the age of 80; and

WHEREAS, William Hill served as a valued member and precinct captain of the 14th Ward Democratic Organization for over thirty years; and

WHEREAS, In praising Mr. Hill's life-time political contribution, Alderman Edward M. Burke commented, "He was one of those stalwarts of the old Democratic Organization who took care of his neighbors and lived politics every day"; and

WHEREAS, William Hill devoted much of his life to public service, working for numerous governmental agencies including the City of Chicago Department of Streets and Sanitation, Chicago Fire Department, Cook County Sheriff's Office and the Chicago Transit Authority; and

WHEREAS, William Hill also served as a personal bailiff for the late Judge John Sullivan and Judge Joseph Salerno; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered here this 6th sixth day of April, 1990, do hereby honor and commemorate the late William M. Hill for his service and dedication to the people of the City of Chicago, and we

do hereby extend our sincerest condolences to his children, Geraldine Scott, Elleneen Todd, William Hill and Michael Hill; his fourteen grandchildren and eleven great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William M. Hill.

TRIBUTE TO LATE MRS. ROSITA UY IRIZARRY.

WHEREAS, Rosita Uy Irizarry, an Asian affairs activist and leader in Chicago, passed away on Wednesday, March 28, 1990 at the age of 50; and

WHEREAS, In a heroic effort, Mrs. Irizarry removed her two daughters from a burning apartment building and then re-entered the building to look for a neighbor and her young child and was overcome by smoke; and

WHEREAS, Peter Laylo, executive director of Asian Human Services said of her, "Rosita was known in the Asian-American community as a caring person whose life was helping others."; and

WHEREAS, Mrs. Irizarry, a volunteer at the Southeast Asia Center and an interpreter, was an advocate for Asian immigrants, volunteering at the International Students Club and Office at Truman College; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate and honor Rosita Uy Irizarry not only for her tremendous act of bravery, but for her undying dedication to help and aid the Asian-American citizens of Chicago, and we do hereby extend our sincerest condolences to her four daughters, Michelle, Sheila Li, Sarah and Jeannette, her son Warren, her mother Kho Se Khun, and her brother Conrado Uy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rosita Uy Irizarry.

TRIBUTE TO LATE MRS. ANN KILEY.

WHEREAS, Ann Kiley, former state mental health director, passed away on Monday, March 26, 1990 at the age of 42; and

WHEREAS, Ann Kiley, was appointed director of the Department of Mental Health in February of 1985 by Governor Thompson, resigned from her position in December of 1989 for health reasons, was the longest-serving director of the agency in state history; and

WHEREAS, Governor Thompson remarked, "Ann's incredible toughness in managing the agency and her parallel toughness in fighting her illness as long as she did reflects the kind of person Ann Kiley was. She refused to allow her illness to stand in the way of improving the lives of those who needed her help the most."; and

WHEREAS, Mrs. Kiley became involved in mental health issues while working at the Illinois Developmental Disabilities Advocacy Authority, where she edited a legal rights manual from 1977 to 1978; and

WHEREAS, Ann Kiley developed several programs to improve the lives of mentally disabled individuals, including the Family Support Program, the Community Integrated Living Arrangements Program, and the nationally acclaimed Project Chance; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late Ann Kiley for her tremendous courage and dedication to helping the disabled citizens of Illinois, and we do hereby extend our sincerest condolences to her husband, Jim, son, Brendan, father and mother, Wray and Henrietta, sister, Sue Bolt, and two brothers, Wray and Mark; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ann Kiley.

TRIBUTE TO LATE MRS. VALERIE ANNE LONG.

WHEREAS, Valerie Anne Long, features editor of the Pulitzer-Lerner chain of community newspapers for more than 20 years, passed away on Saturday, March 17, 1990 at the age of 68; and

WHEREAS, Mrs. Long attended Wright Junior College and then went on to Northwestern's Medill School of Journalism; and

WHEREAS, Valerie Anne Long began her career with the *Lerner Booster* in 1942, serving as editor, and subsequently went on to become the women's and features editor for the chain of Lerner papers; and

WHEREAS, Mrs. Long initiated the Woman of the Month Award, which eventually became the Citizen of the Month and the Citizen of the Year honors, now in their 26th year; and

WHEREAS, Cynthia Linton, the Pulitzer-Lerner newspapers executive editor said of Mrs. Long, "She worked tremendously hard and was very dedicated. Val was also an excellent teacher of young people, showing them how to use layout and artwork and what to look for in every aspect of putting a newspaper together."; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor the late Valerie Anne Long, for her tremendous contributions to the journalism community, and we do hereby extend our sincerest condolences to her husband, Roland, two sons, Ronald and Thomas, three brothers and one sister; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Valerie Anne Long.

TRIBUTE TO LATE MRS. CLAIRE MILLER MC CAHEY.

WHEREAS, Claire Miller McCahey, widow of James B. McCahey, former president of the Chicago Board of Education, passed away on Monday, March 5, 1990 at the age of 94; and

WHEREAS, Mrs. McCahey, who was born in Milwaukee, Wisconsin and graduated from Barat College in Lake Forest, was a Chicago resident for nearly 70 years; and

WHEREAS, Mrs. McCahey spent much of her time volunteering with charities and educational institutions including Misericordia Home, Mercy Hospital, Saint Vincent's Orphanage, Loyola University's Stritch School of Medicine, Barat College and Cenacle Convent; and

WHEREAS, Claire McCahey, who helped organize and run the U.S.O. center in the old Auditorium Hotel during World War II, was the granddaughter of Fredrick Miller, founder of the Miller Brewing Company; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby pay tribute to Claire Miller McCahey for her dedication to helping others in numerous charities and institutions, and we do hereby extend our sincerest condolences to her three daughters, one son, one sister, twenty-nine grandchildren and thirty great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Claire Miller McCahey.

TRIBUTE TO LATE JUSTICE HELEN F. MCGILlicuddy.

WHEREAS, Former Illinois Appellate Court Justice Helen F. McGillicuddy passed away on Thursday, March 29, 1990 at the age of 73; and

WHEREAS, Justice McGillicuddy became a Cook County Circuit Court Judge in 1962, working in the civil trial division, county division and juvenile court division; and

WHEREAS, In 1976, Justice McGillicuddy was the first woman elected to the Appellate Court bench, a position she retained until 1986; and

WHEREAS, Justice McGillicuddy was a graduate of Northwestern University and the DePaul University College of Law, was also a certified public accountant and a partner in the law firm of Rosenthal and McGillicuddy; and

WHEREAS, In addition to her distinguished career as a jurist, Justice McGillicuddy served as a former editor of *The Woman C.P.A.*, a national publication, was past president of the Women's Bar Association of Illinois and the DePaul Alumni Association, and served as national president of the American Women's Society of Certified Public Accountants; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late Justice Helen F. McGillicuddy for her dedication to the legal system and her undying commitment to the citizens of Chicago, and we do hereby extend our sincerest condolences to her brother, Monsignor Cornelius, and her sister, Joan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Justice Helen F. McGillicuddy.

TRIBUTE TO LATE REVEREND EDWARD J. MCGOVERN.

WHEREAS, Reverend Edward J. McGovern, retired Chicago priest, passed away on Saturday, February 24, 1990 at the age of 76; and

WHEREAS, Reverend McGovern served as pastor of Saint John the Baptist Catholic Church in Chicago from 1968 to 1975 and also served as an associate pastor at a dozen Catholic churches in the Chicago area, before retiring in 1983; and

WHEREAS, Father McGovern had served as a chaplain in the United States Navy during World War II and the Korean War; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor Reverend Edward J. McGovern for his tremendous dedication to the Catholic Church, and we do hereby extend our sincerest condolences to his bereaved family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Edward J. McGovern.

*TRIBUTE TO LATE MAYOR FLOYD E. MEEKINS
OF GLENWOOD, ILLINOIS.*

WHEREAS, Floyd E. Meekins, a former mayor of suburban Glenwood, passed away on Saturday, March 17, 1990 at the age of 83; and

WHEREAS, Floyd E. Meekins was the father of Cook County Circuit Judge Frank Meekins; and

WHEREAS, Mr. Meekins formerly worked in sales at the Salerno-Megowen Biscuit Company with the company's founder, Fred Salerno, for forty years; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late Mayor Floyd E. Meekins for his efforts and service to the people of Glenwood, and we do hereby extend our sincerest condolences to his bereaved family members, including two daughters, one son, nine grandchildren, and four great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Floyd E. Meekins.

TRIBUTE TO LATE MR. MARTY O'CONNOR.

WHEREAS, Marty O'Connor, a veteran news and TV reporter, passed away on Friday, March 23, 1990 at the age of 66; and

WHEREAS, Marty O'Connor, who was known as a Chicago historian and a journalistic raconteur, "...was one of the best reporters there ever was" his brother Thomas O'Connor recalled; and

WHEREAS, Marty O'Connor parlayed a long career in the newspaper business into another career as a television news reporter for WMAQ-Channel 5 and WGN-Channel 9; and

WHEREAS, Mr. O'Connor served as the labor editor from 1955 until 1965 at the *Chicago American* and then went on to work as a reporter and moderator for the TV talk show, "City Desk"; and

WHEREAS, Marty O'Connor went to work as a public information specialist for the Secretary of State in 1975 and remained in that job until the time of his death; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor the late Marty O'Connor for his unique flair and tremendous contributions to the newspaper community, and we do hereby extend our sincerest condolences to his wife, Betty, four daughters, four sons, one brother, and five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marty O'Connor.

TRIBUTE TO LATE MR. DANIEL O'LEARY.

WHEREAS, Daniel O'Leary, president of HTO Real Estate Services and former village president of River Forest passed away on Sunday, March 11, 1990 at the age of 71; and

WHEREAS, Daniel O'Leary was a brave World War II veteran, reaching the rank of lieutenant commander; and

WHEREAS, Mr. O'Leary served on several civic and charitable committees, including the Board of Trustees of Rosary College, was the former president of the Society of Industrial and Office Realtors, and a member of the board of advisers of Catholic Charities of the Chicago Archdiocese; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby pay tribute to Daniel J. O'Leary for his civic, community and business activities and we do hereby extend our condolences to his wife, Ann, son, Brian, daughter, Moira, two grandchildren and a brother; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Daniel J. O'Leary.

TRIBUTE TO LATE JUDGE JOHN O'TOOLE.

JUDGE JOHN O'TOOLE

WHEREAS, Retired Judge John O'Toole passed away on Saturday, March 24, 1990 at the age of 58; and

WHEREAS, Judge O'Toole was born and raised on Chicago's south side; attended Bishop Knoll High School in Hammond, Indiana, graduated from the University of Notre Dame, served two years in the army and then earned a law degree from Loyola University School of Law in 1959; and

WHEREAS, Judge O'Toole served as an assistant corporation counsel for the City of Chicago from 1959 to 1969 and served as chief of the Illinois attorney general's Appellate Divisions before entering private practice, first with the law firm of Concannon, Snook, Dixon & Morton, and then with his own firm, Dore & O'Toole, in 1973; and

WHEREAS, During an outstanding legal career, he argued five cases before the United States Supreme Court and more than 200 cases before the Illinois Appellate Court and served with distinction as a Cook County Circuit Court judge from 1982 through 1989; and

WHEREAS, He will be remembered as a fair and honorable jurist, and as a loving father and husband; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Judge John O'Toole for his many years of service to the people of Chicago and Cook County, and we do hereby extend our sincerest condolences to his wife Mary and his five children, John Jr., Mark, Matthew, Patrick and Margaret Mary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge John O'Toole.

TRIBUTE TO LATE JUDGE DONALD D. PANARESE.

WHEREAS, Cook County Circuit Court Judge Donald D. Panarese passed away on Saturday, March 10, at the age of 69; and

WHEREAS, Judge Panarese attended the University of Chicago and the DePaul University College of Law, and served in the Judge Advocacy General's Corps during World War II; and

WHEREAS, Judge Panarese served as an assistant state's attorney from 1952 to 1955, and then returned to private practice for many years before becoming the legal administrative assistant to Cook County Sheriff Richard J. Elrod from 1977 to 1981; and

WHEREAS, Cecil Partee, the Cook County State's Attorney and a longtime friend said, "He was a very likable, trustworthy, honest, open person. He was a student of the law. He enjoyed being a judge and, in my judgment, was a very good one."; and

WHEREAS, Another longtime friend, Judge James Bailey, remarked, "Judge Panarese was a warm and kind individual whose family meant everything to him. He was proud of being an Italian and proud of being a judge."; and

WHEREAS, Judge Panarese was past president of numerous legal, veterans and civic organizations, including the Phi Alpha Delta law fraternity, the Italian- American War Veterans, the Chicago Cancer Drive and the City Club of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Judge Donald D. Panarese for his many years of service to the people of Chicago and Cook County, and we do hereby extend our sincerest condolences to his wife, Genevieve, three sons, one sister, and one brother; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Donald D. Panarese.

TRIBUTE TO LATE JUDGE WILLIAM F. PATTERSON.

WHEREAS, Retired Cook County Circuit Court Judge William F. Patterson passed away Sunday, March 4, 1990 at the age of 80; and

WHEREAS, Judge Patterson, a native of Butler, Ohio, earned a law degree from Loyola University Law School in 1934 and served as a flight instructor in the Marine Corps during World War II; and

WHEREAS, Judge Patterson served on the board of the Metropolitan Sanitary District from 1950 to 1962, and was past vice-president of the National Association of Claimants and Compensation Attorneys; and

WHEREAS, Robert Wiedrich, a friend and *Chicago Tribune* reporter said of Judge Patterson, "He was a very well-read man whose integrity was impeccable. His literary knowledge impacted well on both his political and judicial roles."; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Judge William F.

Patterson for his years of service to the people of Chicago and Cook County, and we do hereby extend our sincerest condolences to his wife, Mary, two sisters, four grandchildren, and two great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge William F. Patterson.

TRIBUTE TO LATE MR. VERNON J. PELLOUCHOUD.

WHEREAS, Vernon J. Pellouchoud passed away on Friday, March 31, 1990 at the age of 68; and

WHEREAS, Vernon J. Pellouchoud was the founder and partner of McManus & Pellouchoud, a prominent insurance agency located in the City of Chicago; and

WHEREAS, In addition to being a very successful businessman, Vernon Pellouchoud was a devoted alumnus of the University of Notre Dame, who worked diligently throughout his life for this world-renowned university, serving as a trustee for the Notre Dame Club of Chicago Scholarship Foundation and who, in 1981, was recognized as the Notre Dame Club of Chicago Man of the Year; and

WHEREAS, Vernon J. Pellouchoud also devoted much time and energy to other educational institutions, including Mundelein College, and many civic and charitable organizations such as Special Children's Charities and the Chicago Lyric Opera; and

WHEREAS, Before distinguishing himself as a philanthropist and businessman, Vernon J. Pellouchoud served as a sergeant in the United States Marine Corps during World War II for which he received a Purple Heart in recognition of his great bravery and courage; and

WHEREAS, In all his business, philanthropic and public service endeavors, Vernon J. Pellouchoud exhibited great enthusiasm and dedication and will be remembered as an extraordinary individual who contributed greatly to the betterment of our City; and

WHEREAS, To his family and friends, Vernon J. Pellouchoud will be remembered as a dignified and compassionate man whose generosity and kindness were unparalleled and who will be dearly missed by all who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate and honor the late Vernon J. Pellouchoud for his many contributions and dedication to the City of Chicago and his many friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Vernon J. Pellouchoud.

TRIBUTE TO LATE POLICE OFFICER VIC PETROLIS.

WHEREAS, Officer Vic Petrolis, a former Chicago police officer and radio traffic reporter, passed away on Sunday, March 18, 1990 at the age of 66; and

WHEREAS, Vic Petrolis, a Chicago police officer for sixteen years giving traffic reports on WLS-AM and WMAQ-AM was one of the nation's first traffic reporters; and

WHEREAS, Officer Vic Petrolis, a Chicago native, served as a safety education coordinator for the Chicago Police Department; and

WHEREAS, During World War II, Vic Petrolis served in the United States Army, performing at local Army camp radio shows; and

WHEREAS, After his retirement from broadcasting and the Chicago Police Department, Vic Petrolis entertained in retirement homes and hosted local benefits; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late "Officer Vic" for his dedication to the people of Chicago and for his love of broadcasting and we do hereby extend our sincerest condolences to his bereaved family, including his wife, Juliann, one sister and two brothers; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Vic Petrolis.

TRIBUTE TO LATE MONSIGNOR STANISLAUS J. PIWOWAR.

WHEREAS, Monsignor Stanislaus J. Piwowar, pastor emeritus of Saint Helen's Catholic Church passed away Tuesday, March 6, 1990 at the age of 86; and

WHEREAS, Monsignor Piwowar, a native of Summit, Illinois, was ordained on September 21, 1929 at Saint Mary of the Lake Seminary, Mundelein, received his doctorate in philosophy and sacred theology, and authored two religious books, *The Talks of John Paul II* and *Shock of Sheaves*; and

WHEREAS, Monsignor Piwowar was pastor of Saint Helen's Church from 1956 to 1974 when he retired, the ensuing years were spent working with other churches and writing for various Polish and Catholic periodicals; and

WHEREAS, Monsignor Piwowar served as a professor at Quigley Preparatory Seminary North from 1932 until 1944 and later taught at Saint Mary of the Lake, served as the executive director of the Catholic League for Religious Assistance, which organized financial aid for Poland; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor the late Monsignor Piwowar for his dedication to the Catholic Church and his inexhaustible care and concern for his parishioners, and we do hereby extend our sincerest condolences to his two sisters, and one brother; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Monsignor Stanislaus J. Piwowar.

TRIBUTE TO LATE POLICE SERGEANT NICHOLAS D. RODER.

WHEREAS, Retired Chicago Police Sergeant Nicholas D. Roder passed away on Monday, March 19, 1990 at the age of 83; and

WHEREAS, Nicholas Roder was one of the original members of the police department's newly formed "Flying Squad" in the mid-1950's and early '60s who rode three-wheel motorcycles out of the Harrison Street garage into high-crime areas; and

WHEREAS, Mr. Roder was a lifelong resident of the north side of Chicago who retired from the police force in 1971 after thirty-six years of service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Sergeant Nicholas D. Roder for his devotion and loyalty to protecting the citizens of the great City of Chicago, and we do hereby extend our sincerest condolences to his bereaved family, including his son, Nicholas, daughter, Patricia, sister, Marie Polizzi, and three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nicholas D. Roder.

TRIBUTE TO LATE SENATOR EDWARD P. SALTIEL.

WHEREAS, Former State Representative and Senator Edward P. Saltiel, passed away on Thursday, February 22, 1990 at the age of 93; and

WHEREAS, Mr. Saltiel also served as an assistant Illinois Attorney General for two years; and

WHEREAS, Mr. Saltiel served as the chairman of the Judiciary Committee while in both the House of Representatives and in the Senate; and

WHEREAS, Mr. Saltiel practiced law in Chicago for 70 years and worked diligently in the areas of health, education and judicial reform; and

WHEREAS, Edward Saltiel remained active in Republican Party politics for half a century and worked during the Nixon Administration with the United Nations High Commission on Refugees; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late Edward P. Saltiel for his dedicated career as a public servant and an advocate for judicial reform; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward P. Saltiel.

TRIBUTE TO LATE MR. FRANK SAN HAMEL.

WHEREAS, Frank San Hamel, retired *Chicago Daily News* artist passed away on Tuesday, March 27, 1990 at the age of 84; and

WHEREAS, Frank San Hamel's astute and keen eye helped solve the violent murder of a young 6-year old girl, Suzanne Degnan, by detecting etchings of letters in the actual ransom note that had been overlooked; and

WHEREAS, Frank San Hamel was renowned for his drawing of the old *Daily News* comic strip "Dan Dunn, Detective" and his work at the *Daily News* until his retirement in 1976, having dedicated forty years of his life to the newspaper business; and

WHEREAS, Jack Lavin, a former *Chicago Daily News* reporter, remarked "Frank was a warm and compassionate newspaperman, just a dedicated guy. He'll be missed."; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Frank San Hamel for his hard work and dedication to the newspaper community, and we do hereby extend our sincerest condolences to his wife, Mary Elizabeth, daughter, Jane, sons, William and Kevin, brother, Carl, sister, Mary Ann and three grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank San Hamel.

TRIBUTE TO LATE POLICE CAPTAIN WALTER F. SHANAHAN.

WHEREAS, Walter F. Shanahan, a retired Chicago Police Captain passed away on Thursday, March 8, 1990 at the age of 80; and

WHEREAS, Captain Shanahan, a longtime west side resident, had been living in the Edgebrook area for the last twenty-eight years, attended DePaul University and the F.B.I. Academy in Quantico, Virginia; and

WHEREAS, Walter Shanahan began his career with the old park district police as the director of recruit training and retired from the force after thirty-four years of service; and

WHEREAS, Walter Shanahan was a hearing officer with the Illinois Secretary of State's office from 1974 to 1988; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor the late Captain Walter F. Shanahan for his dedication and service to the people of the City of Chicago, and we do hereby extend our sincerest condolences to his wife, Dolores, son, John F. and five grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Police Captain Walter F. Shanahan.

TRIBUTE TO LATE MR. ANTHONY VAINISI.

WHEREAS, Anthony Vainisi passed away on Saturday, March 3, 1990 at the age of 87; and

WHEREAS, Mr. Vainisi, a retired north side grocer, was the father of Jack and Jerry Vainisi, two prominent National Football League figures; the late Jack was business

manager for the Green Bay Packers from 1950 to 1960, and Jerry, former general manager of the Chicago Bears is currently vice-president for player personnel of the Detroit Lions; and

WHEREAS, Anthony Vainisi, known as "Tough Tony", "... had a heart of gold, and was noted for his personalized service", his son Jerry said of him; and

WHEREAS, Anthony Vainisi, a lifelong resident of Chicago's north side, owned several grocery stores, the last of which was Tony's Finer Foods in Edgewater across from the Sheridan Plaza Hotel where members of the Chicago Bears stayed in the 1930's and 1940's; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby commemorate the late Anthony Vainisi for his loyalty and concern for the people of the City of Chicago, and we do hereby extend our sincerest condolences to his wife, Mary, sons, Jerry and Samuel, daughter, Patricia, eleven grandchildren and five great-grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony Vainisi.

TRIBUTE TO LATE MR. PAUL W. WEBER.

WHEREAS, Former Du Page County Board member Paul W. Weber passed away on Monday, February 26, 1990 at the age of 75; and

WHEREAS, Mr. Weber, a twenty-four year resident of Elmhurst, was active in Du Page County politics for more than thirty years and served on the County Board and Forest Preserve District Board from 1978 to 1984; and

WHEREAS, Paul Weber was appointed to the County Zoning Board of Appeals in 1986 and 1989, was active on the planning committee for the county's new jail and previously served on the Oak Brook Village Zoning Board; and

WHEREAS, Before holding public office, Mr. Weber was a co-owner of the Watson & Weber Company, an advertising and promotional agency; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990; do hereby commemorate the late Paul W. Weber for his many years of public service to the people of Du Page County, and we do hereby extend our sincerest condolences to his wife, Alene, three daughters, two sons, and eight grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul W. Weber.

TRIBUTE TO LATE STATE REPRESENTATIVE JAMES J. YACULLO:

WHEREAS, Former attorney and state representative James J. Yacullo passed away on Saturday, March 31, 1990 at the age of 85; and

WHEREAS, James Yacullo served as assistant attorney general and personal secretary to Illinois Attorney General Otto Kerner in the 1930's; and

WHEREAS, James Yacullo, a New York native, was a Chicago resident for seventy-eight years, graduated from McKinley High School in 1922, Crane Junior College in 1924, and DePaul University Law School in 1927; and

WHEREAS, Mr. Yacullo, who practiced law in the Loop for fifty years, was appointed Republican state representative to the west side 2nd District in 1952, the same district where the late Vito Marzullo was once a Democratic state representative; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the late James J. Yacullo for his service and dedication to the citizens of Chicago, and we do hereby extend our sincerest condolences to his three brothers, two sisters, and his many nieces and nephews; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James J. Yacullo.

*CONGRATULATIONS EXTENDED TO MR. AND MRS.
JAMES CONCANNON ON OCCASION OF THEIR
GOLDEN WEDDING ANNIVERSARY.*

WHEREAS, Jim and June Concannon will celebrate their golden wedding anniversary on May 17, 1990; and

WHEREAS, Jim and June have shared fifty wonderful years together since Father McNamara joined them by the sacrament of matrimony at Saint Adrian's Church on May 17, 1940; and

WHEREAS, Jim and June's joy and happiness was to blossom with the births of their children, Patricia, Michael, Rosemary and James, Jr.; and

WHEREAS, Jim and June were further blessed when they became proud grandparents to Shawn, Matthew and Mark; and

WHEREAS, Jim and June will be honored by their wonderful family and friends at the celebration of their fiftieth anniversary at a party to be held at Mamma Luigi's on May 11, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby extend our congratulations to Jim and June Concannon on this special occasion, and we do hereby wish them many more years of health and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jim and June Concannon.

**PEOPLE OF POLAND HONORED FOR THEIR UNTIRING
PURSUIT OF A BETTER POLAND AND WELCOME
EXTENDED TO VISITING OFFICIALS FROM
POLISH MINISTRY OF FINANCE.**

WHEREAS, The Chicago City Council welcomes the Polish Ministry of Finance to the great City of Chicago; and

WHEREAS, The City of Chicago rejoices with the nation of Poland and its brave freedom fighters such as Lech Walesa for the new freedoms which its citizens are now enjoying; and

WHEREAS, People all over the world have learned from the tenacity and tremendous endurance exhibited by the Poles in their fight for a better life for their people; and

WHEREAS, The City of Chicago is home to the largest population of Polish people outside the country of Poland and has opened its arms to Polish businesses, festivals and tradition; and

WHEREAS, The City of Chicago welcomes Danuta Wawrzynkiewicz, the Vice Budget Director, State Budget Department, Elzbieta Suchocka-Roguska, the Vice Director, Department of Financial Policy and Analysis, and Andrej Zelechowski, Vice Director, Department of Tax and Revenue from the Population; and

WHEREAS, The City of Chicago welcomes Alfreda Berger, Head Manager, Division of State Budget Department and Halina Rymarowicz-Palyga, Main Specialist, State Budget Department; and

WHEREAS, The City of Chicago welcomes Henryk Serczyk, Director of the Financial Division, City of Wroclaw Local Budgetary Municipal Office and Jolanta Podabae, Specialist, Bureau of Analysis of Investment Appraisals, Agency for Foreign Investment; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 6th day of April, 1990, do hereby honor and commemorate the People of Poland who never lost hope, never tired, and today remain undaunted in the pursuit for a better Poland; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Polish Ministry of Finance delegation.

Presented By

ALDERMAN SHEAHAN (19th Ward):

**CONGRATULATIONS EXTENDED TO SAINT LAURENCE HIGH
SCHOOL VARSITY WRESTLING TEAM AS WINNERS
OF ILLINOIS STATE CHAMPIONSHIP.**

WHEREAS, On February 24, 1990 the Saint Laurence Varsity Wrestling Team achieved the ultimate goal of all high school grapplers in the State of Illinois by claiming its first ever Class AA State Dual Team Title; and

WHEREAS, On the way to the State Championship, the Viking's won impressive victories over the top teams in all of Illinois; and

WHEREAS, In addition to the State Title, Saint Laurence won the Chicago Catholic League Championship with a victory over highly ranked Mount Carmel; and

WHEREAS, For eleven years, Head Coach Robert Trombetta and his dedicated assistants have molded hundreds of young men into outstanding wrestlers, and more importantly -- into fine citizens; and

WHEREAS, In addition to winning the team title; Saint Laurence qualified five wrestlers for the individual championship, Vince Cascone, Kurt Kalchbrenner, Jim Czajkowski, Mike Eierman and Kevin Bracken; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the members of the City Council do hereby recognize and laud Coach Trombetta and his team of: Len Jankowski, Nathan Camer, Ralph Ruis, Kurt Kalchbrenner, Joe Sanfratello, Vince Cascone, Gary Bybee, Mike

Eierman, Warren Lockhart, Jim Wynn, Jim Walker, Kevin Bracken, Joe Barboro, Jim Czajkowski, Carl Suchocki, Steve Lazzara, Curt Ringhoffer, Tim Faley, Jason Ford, Ed Lynch, Tim Walsh, Scott Mladic, Marty Winsniewski and Tim Havlin; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Saint Laurence.

Presented By

ALDERMAN KRISTYNIAK (23rd Ward):

**CONGRATULATIONS EXTENDED TO BANK OF CHICAGO/GARFIELD
RIDGE ON OCCASION OF ITS TWENTY-FIFTH
ANNIVERSARY.**

WHEREAS, The Bank of Chicago/Garfield Ridge this month celebrates the twenty-fifth anniversary of its charter as well as a quarter-century of dedicated and caring service to its grateful southwest side community; and

WHEREAS, Growth has measured the success of this excellent financial institution: when it opened for business, its total assets were \$2 Million; today, its assets exceed \$107 Million; and

WHEREAS, The Bank of Chicago/Garfield Ridge demonstrates its commitment to the community in many ways, actively participating in the local Chamber of Commerce and in many other community organizations, sponsoring scholarships, donating to sports teams, schools and churches in the area, and also providing a stable, efficient progressive business atmosphere by providing for the aggressive reinvestment of the depositors' funds into local small businesses; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A. D., do hereby congratulate the Bank of Chicago/Garfield Ridge on its twenty-fifth anniversary, and extend to its board of directors, employees and many customers our very best wishes for continued success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Bank of Chicago/Garfield Ridge.

*GRATITUDE EXTENDED TO MR. WALLY PIEKARSKI FOR
THIRTY-FIVE YEARS OF DEDICATED SERVICE
WITH CHICAGO PARK DISTRICT.*

WHEREAS, The Chicago Park District will honor Wally Piekarski for thirty-five years of dedicated service to the citizens of Chicago on Friday, June 1, 1990; and

WHEREAS, Wally Piekarski, a graduate of Tilden High School, astounded the basketball world when he scored 91 points in a game against Dunbar High School in 1948, a 5 foot 6 inch guard, this feat earned him entrance into Ripley's "Believe It or Not"; and

WHEREAS, Wally Piekarski attended the University of Mississippi on a basketball scholarship until 1951 when he was drafted into the United States Army. He was honorably discharged in 1953; and

WHEREAS, Wally Piekarski accepted a position in 1955 as Physical Instructor with the Chicago Park District, and was assigned to Bessemer Park and later to Gage Park. It was at Gage Park that Wally emerged as a leader of youth programs such as baseball, softball, basketball, volleyball and a teen club. In 1960 he assumed the position of Playground Supervisor where he remained until 1968. Under his leadership, the Chicago Park District hosted, for the first time, the National Public Parks Championships in Chicago; and

WHEREAS, Wally Piekarski received many awards, beginning in 1976 and culminating with the Chicago Park District Tennis Association Service Award in 1987; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby congratulate Wally Piekarski for thirty-five years of dedicated service to the citizens of the City of Chicago, and extend to this fine citizen our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Wally Piekarski.

Presented By

ALDERMAN SOLIZ (25th Ward):

*CONGRATULATIONS EXTENDED TO MRS. ANNA T. BARBUSCIA
ON OCCASION OF HER SEVENTY-FIFTH BIRTHDAY.*

WHEREAS, Anna T. Barbuscia, an outstanding resident of Chicago's great south side, is

seventy-five years young, April 18th; and

WHEREAS, A lifelong citizen of the great City of Chicago, Anna T. Barbuscia and her husband George (deceased), had one daughter, Cynthia Macey (Thomas), three grandchildren, Thomas, Anthony and George; and

WHEREAS, Anna T. Barbuscia will be celebrating her seventy-fifth birthday this Sunday with over 300 people who will attend this joyous occasion being held in her honor at the Villa Marconi Restaurant, 24th and Oakley Street; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby join in the seventy-fifth birthday celebration of one of Chicago's fine citizens, Anna T. Barbuscia and her wonderful family and we extend our very best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anna T. Barbuscia.

**CONGRATULATIONS EXTENDED TO HOLY TRINITY PARISH ON
OCCASION OF ITS DIAMOND JUBILEE.**

WHEREAS, Holy Trinity Parish, one of Chicago's leading spiritual institutions, is currently celebrating its Diamond Jubilee; and

WHEREAS, Founded some seventy-five years ago, Holy Trinity Parish has gradually but firmly expanded to embrace innumerable grateful citizens in Chicago's southwest side community; and

WHEREAS, The leaders of this great City are cognizant of the immense contributions of our religious institutions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby offer our congratulations to Holy Trinity Parish: to its Pastor, Father Stephen Budrovich, O.P., and to its outstanding congregation as this towering institution celebrates its Diamond Jubilee. We wish Holy Trinity Parish many more years of fulfillment and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Holy Trinity Parish.

Presented By

ALDERMAN KOTLARZ (35th Ward):

*CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN KROHMER
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.*

WHEREAS, John and Rita Krohmer will celebrate their golden wedding anniversary on May 5, 1990; and

WHEREAS, John and Rita Krohmer are lifelong residents of the northwest side of the City of Chicago; and

WHEREAS, They have the fulfillment of two lovely children, Kenneth and Kathleen; and

WHEREAS, They have been actively involved in the Chicago Boy Scouts and Chicago Girl Scouts for over forty years combined; and

WHEREAS, They have been an inspiration to their children and all who know them; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby extend to John and Rita Krohmer our sincere congratulations on the occasion of their golden wedding anniversary and best wishes for health and happiness for years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Mr. and Mrs. John Krohmer.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE DR. J. WILLIAM FREDRICKSON.

WHEREAS, God in his infinite wisdom has called to his eternal reward Dr. J. William Fredrickson, citizen, teacher, civic and community leader; and

WHEREAS, J. William Fredrickson was a lifelong member and lay leader of the Evangelical Covenant Church, the parent denomination over North Park College and

Theological Seminary and Swedish Covenant Hospital. He enjoyed a forty-six year teaching career at North Park College, and during that time also proved himself an outstanding citizen and community leader in the Albany Park, Irving Park and North Park neighborhoods of our great City; and

WHEREAS, Since 1962, J. William Fredrickson founded and remained active with many effective and forward-moving organizations, including the North River Commission, the Lawrence Avenue Development Corporation, the Chicago Association of Neighborhood Development Organization, Friends of the River, North River Energy Services, and the North River Housing Development Corporation. He served as President and Chairman of the Board of Hollywood North Park Improvement Association 1980 -- 1988, and he served City government as Chairman of the Economic Development Committee of the Mayor's Community Development Council. In 1989, he successfully negotiated Chicago's first municipal conservation easement for North Park Village for which he was given the Open Land Award from the Open Lands Project. He was also inducted into the Mayor's Senior Citizen's Hall of Fame; and

WHEREAS, J. William Fredrickson was also a devoted family man. He and his wife of forty-three years, Helen Goode Fredrickson, had three children and four grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990 A.D., do hereby express our sorrow on the death of Dr. J. William Fredrickson, and extend to his family and many friends and associates our deepest sympathy; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to Mrs. J. William Fredrickson and family.

Presented By

ALDERMAN PUCINSKI (41st Ward):

**CONGRATULATIONS EXTENDED TO POLISH AMERICAN
EDUCATORS ASSOCIATION ON OCCASION
OF ITS SIXTIETH ANNIVERSARY.**

WHEREAS, The Polish American Educators Association was founded in 1930 as an organization of Polish American Educators; and

WHEREAS, The purpose of the Polish American Educators is to promote excellence in education and to support an increased appreciation and knowledge of Polish culture; and

WHEREAS, The Polish American Educators Association has granted scholarships for Polish American students; and

WHEREAS, The Polish American Educators Association has sponsored educational films, exhibits and books; and

WHEREAS, The Polish American Educators Association has co-sponsored symposiums on educational reform and has worked with other ethnic associations to improve our schools; and

WHEREAS, The Polish American Educators Association is the oldest ethnic educational organization in the United States; and

WHEREAS, On April 8, 1990 the Polish American Educators Association will celebrate their 60th Anniversary Jubilee Dinner-Dance; and

WHEREAS, The reputation of the Polish American Educators Association in the area of education is not only known in Chicago and Polonia but has recognition nationwide; and

WHEREAS, Our current members are working to improve education in our city and are dedicated in keeping Polish heritage alive in our schools; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago hereby extend our sincerest congratulations to the Polish American Educators Association on their 60th Anniversary Dinner-Dance and their achievements in education.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE JUDGE HELEN F. MCGILlicuddy.

WHEREAS, Almighty God in his infinite mercy and wisdom called Miss Helen F. McGillicuddy to her eternal reward on the 29th day of March, nineteen hundred and ninety; and

WHEREAS, Miss McGillicuddy was a resident of the near north side in Chicago for many years; and

WHEREAS, Miss McGillicuddy was a partner in the law firm of Rosenthal and McGillicuddy; and

WHEREAS, In 1962, Miss McGillicuddy became a Cook County Circuit Court Judge and served in the family and juvenile divisions, where she ruled on many difficult custody cases; and

WHEREAS, Miss McGillicuddy was the first women elected to an Appellate bench, a job she retained until retiring in 1986; and

WHEREAS, Miss McGillicuddy was a former editor of *The Women C.P.A.*, a national publication of the American Women's Society of Certified Public Accountants and the American Society of Women Accountants; and

WHEREAS, In 1981, Miss McGillicuddy was a member of a three-judge panel that heard the case involving Walter Polovchak, a 14-year old Russian immigrant, who wanted to stay in the United States after his parents returned to the Soviet Union; and

WHEREAS, Miss McGillicuddy was also an arbitrator for the Illinois Industrial Commission; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 6th day of April, 1990, do hereby express our deepest sympathy at the passing of Miss Helen F. McGillicuddy; and do also extend to her beloved sister, Joan, and brother, Monsignor Cornelius McGillicuddy, our deepest condolences on the occasion of their profound loss. Miss McGillicuddy will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Miss McGillicuddy.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN AUSTIN (34th Ward):**

TRIBUTE TO LATE JUDGE ALBERT H. LA PLANTE.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Albert H. LaPlante to his eternal reward on Sunday, the 1st day of April, nineteen hundred and ninety; and

WHEREAS, Mr. LaPlante was a longtime resident of Chicago; and

WHEREAS, In 1930, Mr. LaPlante received his law degree from Marquette University, and spent the ensuing years working for various law firms as an insurance lawyer; and

WHEREAS, In 1955, Mr. LaPlante ran for alderman of the 9th Ward and almost beat incumbent Reginald Dubois; and

WHEREAS, Mr. LaPlante then became a Circuit Court Judge, serving in the traffic and domestic relations divisions; and

WHEREAS, In 1956, Judge LaPlante was named as a special referee in Traffic Court to hear citizens complaints regarding police misconduct in traffic incidents; and

WHEREAS, After his retirement from the bench in 1982, Judge LaPlante continued to practice law, and to perform wedding ceremonies; he was well known for including passages of poetry during the rite; and

WHEREAS, Judge LaPlante was a fine public servant that all Chicagoans can be proud of; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 6th day of April, 1990, do hereby express our deepest sympathy at the passing of Judge Albert H. LaPlante, and do also extend to his beloved wife, Effie; his son, John, and his two grandchildren, our deepest and heartfelt condolences on the occasion of their profound loss. Judge Albert H. La Plante will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Judge Albert H. LaPlante.

Presented By

ALDERMAN SCHULTER (47th Ward):

**CONGRATULATIONS EXTENDED TO COOK COUNTY COMPTROLLER
THOMAS P. BECK, ON OCCASION OF HIS RETIREMENT
AFTER THIRTY YEARS OF DEDICATED
PUBLIC SERVICE.**

WHEREAS, Thomas P. Beck, Cook County Comptroller for the past seventeen years, is retiring after three decades of dedicated public service; and

WHEREAS, A lifelong resident of Chicago's great north and northwest sides, Thomas P. Beck, joined Cook County government in 1960. Following several clerical positions in the Comptroller's Office, he became County Business Manager in 1969 and ultimately Comptroller in 1973; and

WHEREAS, As Comptroller, Thomas P. Beck has served as trustee for the Pension/Annuity Fund of Cook County and has been responsible for many innovations in governmental finance to keep Cook County one of the top counties in the nation. He received the Superior Public Service Award in 1979 for Outstanding Executive Employee; and

WHEREAS, A model family man, Thomas P. Beck and his lovely wife, Carole, have three children and one grandchild. Highly visible in his community, he is an active member at Queen of All Saints Parish; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby honor and congratulate Thomas P. Beck as he retires from public service after three decades of excelling performance, and extend to him and his fine family all good wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Thomas P. Beck.

**CONGRATULATIONS EXTENDED TO MR. HENRY J. KUTSCH
ON OCCASION OF HIS RETIREMENT.**

WHEREAS, Henry J. Kutsch, a hospital administrator in our great City for almost four decades, is retiring from a career of awesome responsibility and great success; and

WHEREAS, Henry J. Kutsch, began his career in 1951 as Director of Personnel Relations at Passavant Memorial Hospital. During that time and until 1958, he was on the faculty at Northwestern University's program in Hospital Administration; and

WHEREAS, Holding a B.A. and two M.A. Degrees from Northwestern University, Henry J. Kutsch became President and Chief Executive Officer of Ravenswood Hospital Medical Center, a 462-bed teaching hospital. In 1981, he played a key role in the re-organization and expansion of that great health organization, and became President of Ravenswood Health Care Corporation, the Ravenswood Health Care Foundation, and Ravenswood Health Enterprises, Incorporated; and

WHEREAS, Henry J. Kutsch, a member of the American College of Hospital Administrators, is immediate past Chairman of the Board of Directors of the Metropolitan Chicago Health Care Council and a past President of the Illinois Hospital Association. He has been a board member of Blue Cross and has held numerous positions in both local and far-reaching health care organizations; and

WHEREAS, An outstanding family man, Henry J. Kutsch and his lovely wife, Patricia, have eight children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of April, 1990, A.D., do hereby congratulate Henry J. Kutsch on his retirement from a sterling career in hospital administration, and extend to this fine citizen and his family our very best wishes for many more years of success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Henry J. Kutsch.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred* -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	West Chicago Avenue (south side) from a point 75 feet east of North Noble Street, to a point 25 feet east thereof -- 8:00 A.M. to 8:00 P.M. -- no exceptions;
<i>HENRY</i> (24th Ward)	South Kedzie Avenue, at 1819 -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>GABINSKI</i> (32nd Ward)	North Ashland Avenue, at 1542 and 1544 -- at all times -- daily;
<i>NATARUS</i> (42nd Ward)	West Chicago Avenue, at 225 -- at all times -- daily;
<i>EISENDRATH</i> (43rd Ward)	West Armitage Avenue, at 1007 -- 6:00 P.M. to 12:00 Midnight -- daily; North Halsted Street, at 2603 -- 6:00 P.M. to 12:00 Midnight -- daily;
<i>M. SMITH</i> (48th Ward)	North Winthrop Avenue, at 5305 (approximately 25 feet) -- 8:00 A.M. to 5:30 P.M. -- Monday through Friday;
<i>STONE</i> (50th Ward)	West Pratt Avenue, at 2712 (approximately 25 feet) -- 10:00 A.M. to 11:00 P.M. -- Sunday through Friday.

Referred -- DISCONTINUANCE OF LOADING ZONE ON
PORTION OF SOUTH ARCHER AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the existing loading zone on South Archer Avenue, from a point 50 feet west of South Long Avenue, to a point 25 feet west thereof,

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during the hours of 6:30 A.M. to 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON SPECIFIED PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
GARCIA (22nd Ward)	West 23rd Street, from South Lawndale Avenue to South Hamlin Avenue -- westerly;
KRYSTYNIAK (23rd Ward)	South Rutherford Avenue, in the 5100 block -- northerly.

*Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF
SOUTH RUTHERFORD AVENUE.*

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Rutherford Avenue, between West 51st Street and the first alley north of South Archer Avenue -- northerly" relative to the one-way traffic restriction on a portion of South Rutherford Avenue and inserting in lieu thereof: "South Rutherford Avenue, between West 52nd Street and the first alley north of South Archer Avenue -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF SOUTH RIDGEWAY AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would discontinue the one-way traffic restriction on that portion of South Ridgeway Avenue, from South Archer Avenue to West 49th Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF WEST 49TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would discontinue the one-way traffic restriction on that portion of West 49th Street, from South Hamlin Avenue to South Ridgeway Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT
300 EAST SUPERIOR STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of two parking meters located on either side of the entrance to the premises at 300 East Superior Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	West Lake Street (south side) from a point 165 feet west of North Desplaines Street, to a point 40 feet west thereof -- one-hour parking -- daily;
<i>KRYSTYNIAK</i> (23rd Ward)	South Harding Avenue (east side) from West 55th Street to the first alley north thereof -- two-hour parking -- daily -- no exceptions;
<i>GUTIERREZ</i> (26th Ward)	North California Avenue, at 2200 (approximately 15 feet west and 15 feet east) -- 30-minute parking -- daily;
<i>KOTLARZ</i> (35th Ward)	North Milwaukee Avenue, at 3055 (alongside on South Lawndale Avenue) -- 30-minute parking (diagonal parking in effect) -- 7:00 A.M. to 8:00 P.M. -- no exceptions;
<i>SHILLER</i> (46th Ward)	West Irving Park Road, at 933 (approximately 75 feet) -- 30-minute parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday.

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>TILLMAN</i> (3rd Ward)	West 54th Place, at 731 (except for handicapped);
<i>STEELE</i> (6th Ward)	South Calumet Avenue, at 9434 (except for handicapped);
	South Vernon Avenue, at 7431 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	South Burnham Avenue, at 7914 (except for handicapped);
	South Marquette Avenue, at 8650 (except for handicapped);
	East 80th Place, at 3017 (except for handicapped);
<i>CALDWELL</i> (8th Ward)	South Merrill Avenue, at 8027 (except for handicapped);
<i>SHAW</i> (9th Ward)	South Champlain Avenue, at 11246 (except for handicapped);
	South Edbrooke Avenue, at 10511 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Wallace Street, at 3411 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Kenneth Avenue, at 5929 (except for handicapped);
	West 57th Place, at 4019 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Mozart Street, at 6637 (except for handicapped);

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Alderman

Location And Distance

South Troy Street, at 5120 (except for
handicapped);

South Wolcott Avenue, at 4854 (except
for handicapped);

JONES (20th Ward)

South State Street, at 6639;

GARCIA (22nd Ward)

South Springfield Avenue, at 2434
(except for handicapped);

GUTIERREZ (26th Ward)

North Talman Avenue, at 1740 (except
for handicapped);

North Wolcott Avenue, at 1240 (except
for handicapped);

DAVIS (29th Ward)

South Mason Avenue, at 27 (except for
handicapped);

BIALCZAK (30th Ward)

West Montana Street, at 4637 (except for
handicapped);

GABINSKI (32nd Ward)

North Damen Avenue, at 1942 (except for
handicapped);

West Homer Street, at 2139 (except for
handicapped);

North Leavitt Street, at 2234 (except for
handicapped);

MELL (33rd Ward)

North Damen Avenue, at 2848 (except for
handicapped);

North Lawndale Avenue, at 2423 (except
for handicapped);

Alderman	Location And Distance
	North Sacramento Avenue, at 2711 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	West Lyndale Avenue, at 3730 (except for handicapped); North Springfield Avenue, at 4156, alongside on West Berteau Avenue (except for handicapped);
<i>BANKS</i> (36th Ward)	North Menard Avenue, at 2821 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Odell Avenue, at 3827 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Bernard Street, at 4949 (except for handicapped); North Hamlin Avenue, at 5055 (except for handicapped); North Kedzie Avenue, at 5330 ;
<i>EISENDRATH</i> (43rd Ward)	West Menomonee Street, at 314 (driveway);
<i>LEVAR</i> (45th Ward)	West Eastwood Avenue, at 5604 (driveway); West Hutchinson Street, at 4937 (driveway);
<i>SCHULTER</i> (47th Ward)	North Paulina Street, at 4155 (except for handicapped).

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
GABINSKI (32nd Ward)	West Grand Avenue (south side) from North Union Avenue to North Halsted Street (approximately 701 to 735) -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;
O'CONNOR (40th Ward)	North Paulina Street, at 5551 -- 5599 -- 8:00 A.M. to 4:30 P.M. -- all school days;
SHILLER (46th Ward)	North Marine Drive, at 4140 and at each of the three driveways in the 4100 block of North Marine Drive -- 7:00 A.M. to 4:00 P.M. -- all school days.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION ON PORTION OF NORTH
CENTRAL AVENUE.

Alderman Davis (29th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Central Avenue, from West Madison Street to West Lake Street -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.", relative to the parking prohibition on a portion of North Central Avenue and inserting in lieu thereof: "North Central Avenue, from West Madison Street to West Lake Street -- 7:00 A.M. to 9:00 A.M. (west side) and 4:00 P.M. to 6:00 P.M. (east side)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT 1872 NORTH
MILWAUKEE AVENUE.

Alderman Gutierrez (26th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Milwaukee Avenue, at 1872 -- 30-minute parking -- at all times" relative to the parking prohibition on a portion of North Milwaukee Avenue and inserting in lieu thereof: "North Milwaukee Avenue, at 1872 -- no parking, loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Sunday", which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- DISCONTINUANCE OF PARKING PROHIBITION
AT 4216 NORTH BERNARD STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times at 4216 North Bernard Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF SOUTH INDEPENDENCE BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect on both sides of South Independence Boulevard, from West Congress Parkway to West Taylor Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- DISCONTINUANCE OF PARKING PROHIBITION AT
3209 OF NORTH LONG AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times at

3209 North Long Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>LAURINO</i> (39th Ward)	West Eastwood Avenue, in the 3200 block;
<i>PUCINSKI</i> (41st Ward)	North Navarre Avenue (west side) in the 5800 block;
	North Minnetonka Avenue and North Leoti Avenue, in the 6500 blocks -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
<i>SCHULTER</i> (47th Ward)	North Winchester Avenue (both sides) in the 4800 block -- at all times;
	North Wolcott Avenue (both sides) in the 4800 block -- at all times.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF SOUTH KOMENSKY AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone in effect at all times on both sides of South Komensky Avenue, from West 43rd Street to West 44th

Street, from 6:00 A.M. to 6:00 P.M., Monday through Friday (Zone 258), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 144 ON
PORTION OF NORTH KILPATRICK AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to repeal an ordinance passed on November 29, 1989 which established Residential Permit Parking Zone 144 on both sides of North Kilpatrick Avenue, from 4812 through 4880, 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
<i>KRYSTYNIAK</i> (23rd Ward)	South Karlov Avenue (west side) from South Archer Avenue to the first alley north thereof;
<i>FIGUEROA</i> (31st Ward)	North Monticello Avenue (east side) from West North Avenue to the first alley north of West North Avenue;
<i>BANKS</i> (36th Ward)	West McLean Avenue (south side) from a point 50 feet west of the west curb line of North Narragansett Avenue, to a point 670 feet west of the west curb line of North Narragansett Avenue.

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 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)	<p>West Quincy Street (north side) from South LaSalle Street to South Wells Street -- at all times -- no exceptions;</p> <p>West Wacker Drive (south side) from North Franklin Street to a point 150 feet west thereof -- at all times -- no exceptions;</p>
<i>HUELS</i> (11th Ward)	<p>South Normal Avenue, at 3545 -- at all times -- no exceptions;</p>
<i>NATARUS</i> (42nd Ward)	<p>North Clark Street (east side) from West Division Street to a point 100 feet north thereof -- at all times --no exceptions;</p> <p>West Division Street, at 11 (approximately 25 feet) -- at all times -- no exceptions;</p> <p>West Division Street (south side) from North State Street to North Dearborn Street -- at all times -- no exceptions;</p> <p>North State Street, at 1239 -- at all times -- no exceptions;</p> <p>East Superior Street, at 300 -- at all times -- no exceptions;</p>
<i>SHILLER</i> (46th Ward)	<p>North Clarendon Avenue, at 4139 and at each of the two driveways in the 4100 block of North Clarendon Avenue -- 7:00 A.M. to 4:00 P.M. -- all school days;</p>

Alderman

Location, Distance And Time

West Waveland Avenue (south side) alongside 3660 North Lake Shore Drive Building -- two driveways -- at all times -- no exceptions;

West Wilson Avenue, at 1201, approximately 125 feet west to alley -- daily;

North Marine Drive, at 4100 (driveway) -
- at all times -- no exceptions;

SCHULTER (47th Ward)

West Addison Street (north side) from the Chicago River east to North Ashland Avenue -- 7:00 A.M. to 9:00 A.M. -- Tuesday through Thursday -- for the period April 15 through November 15;

West Montrose Avenue, from the Chicago River to North Ashland Avenue -- 7:00 A.M. to 9:00 A.M. -- Tuesday through Thursday -- for the period April 15 through November 15.

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

RUSH (2nd Ward)

South Michigan Avenue, at 3617 -- "No Parking Anytime"; West Pershing Road (north side) at North Dearborn Street -- "No Outlet -- Street Ends"; South Rhodes Avenue and East 32nd Street stopping north/southbound traffic -- "Stop"; and southwest/northeast corner of West Pershing Road and South Wabash Avenue -- directional sign -- "Saint Thomas Episcopal Church";

CALDWELL (8th Ward)

South Cornell Avenue, at East 78th Street -- "Stop";

South East End Avenue, at East 78th Street -- "Stop";

"T" alley between South Ellis Avenue and South Dobson Avenue, at East 90th Street -- "Stop";

East 87th Street and South Chappel Avenue -- "Three-Way Stop";

SHAW (9th Ward)

East 106th Street and South Maryland Avenue -- "Three-Way Stop";

West 125th Street and South Princeton Avenue -- "Stop";

MADRZYK (13th Ward)

West 64th Street and South Lawndale Avenue -- "Stop";

LANGFORD (16th Ward)

South Elizabeth Street, at West 68th -- "Stop";

KELLAM (18th Ward)

South Elizabeth Street, at 8522 -- "Handicapped Parking";

Alderman	Location And Type Of Sign
<i>SHEAHAN</i> (19th Ward)	West 106th Street and South Campbell Avenue -- "Four-Way Stop"; West 110th Street and South Lawndale Avenue -- "Two-Way Stop";
<i>JONES</i> (20th Ward)	South Dorchester Avenue, at West Marquette Road -- "Stop"; West Marquette Road, at South Dorchester Avenue -- "Stop";
<i>BUTLER</i> (27th Ward)	North Damen Avenue, at West Ohio Street -- "Stop";
<i>DAVIS</i> (29th Ward)	South Laramie Avenue, at 525 (driveway) -- "No Parking";
<i>BIALCZAK</i> (30th Ward)	West Cortland Avenue, at North Karlov Avenue -- "Stop"; West Cortland Avenue, at North Kedvale Avenue -- "Stop"; North Keystone Avenue, at West Cortland Avenue -- "Stop";
<i>GABINSKI</i> (32nd Ward)	West Belmont Avenue and North Wolcott Avenue -- "Four-Way Stop"; North Wood Street, in the 1800 block -- "No Truck Traffic";

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Alderman	Location And Type Of Sign
<i>BANKS</i> (36th Ward)	West Barry Avenue, at North Parkside Avenue -- "Stop"; North Natoma Avenue and West George Street -- "Four-Way Stop";
<i>CULLERTON</i> (38th Ward)	West Eastwood Avenue, at North McVicker Avenue -- "Stop";
<i>PUCINSKI</i> (41st Ward)	North Nicolet Avenue and North Nickerson Avenue -- "One-Way Stop";
<i>LEVAR</i> (45th Ward)	West Agatite Avenue, at North Kilbourn Avenue -- "Stop"; West Foster Avenue, at North Harlem Avenue -- "No Turn On Red";
<i>ORR</i> (49th Ward)	West Albion Avenue, at North Lakewood Avenue -- "Stop".

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER INSTALLATION OF BLINKING CAUTION SIGN
AT INTERSECTION OF WEST LAWRENCE AVENUE
AND NORTH KENMORE AVENUE.

Alderman M. Smith (48th Ward) presented a proposed order requesting the Commissioner of Public Works to give consideration to the installation of a blinking caution sign at the intersection of West Lawrence Avenue and North Kenmore Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED
TO REMOVE "NO PARKING" SIGNS AT
SPECIFIED LOCATIONS.

Alderman Schiller (46th Ward) presented a proposed order directing the Commissioner of Public Works to cause the removal of "No Parking" signs at specified locations, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

At the northeast and southwest corners of West Montrose Avenue and North Malden Avenue;

At the northeast and southwest corners of West Montrose Avenue and North Racine Avenue;

West Montrose Avenue, at 1456; and

For eastbound traffic on West Montrose Avenue, at North Greenview Avenue.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT
ON PORTION OF SOUTH WABASH AVENUE.

Alderman Jones (20th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on that portion of South Wabash Avenue, from East 69th Street to East 71st Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented twelve 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 SHAW (9th Ward):

To classify as a C2-2 General Commercial District instead of an M3-3 Heavy Manufacturing District the area shown on Map Nos. 30-D and 30-E bounded by:

East 119th Street; South Doty Avenue; East 121st Street; and South Champlain Avenue.

To classify as an R4 General Residence District instead of a B2-1 Restricted Retail District the area shown on Map No. 30-F bounded by:

a line 75 feet north of and parallel to West 123rd Street; the alley next east of and parallel to South Parnell Avenue; West 123rd Street; a line 135 feet west of and parallel to South Normal Avenue; the alley next south of and parallel to West 123rd Street; a line 210 feet west of and parallel to South Normal Avenue; West 123rd Street; and South Parnell Avenue.

BY ALDERMAN MADRZYK (13th Ward):

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 14-K bounded by:

the alley next north of and parallel to West 63rd Street; a line 57 feet west of South Knox Avenue; West 63rd Street; and a line 158 feet west of South Knox Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District and C2-1 General Commercial District the area shown on Map No. 3-H bounded by:

West Hirsch Street; the alley next east of and parallel to North Western Avenue; West Potomac Avenue; and North Western Avenue.

To classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 3-I bounded by:

West Crystal Street; a line 140.61 feet west of North Washtenaw Avenue; the alley next south of and parallel to West Crystal Street; and a line 215.61 feet west of North Washtenaw Avenue.

To classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3-I bounded by:

West Division Street; a line 291.62 feet east of North Campbell Avenue; the alley next south of and parallel to West Division Street; and a line 149.95 feet east of North Campbell Avenue.

To classify as an R5 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3-I bounded by:

a line 327.30 feet north of West Iowa Street; the alley next east of and parallel to North California Avenue; a line 102.30 feet north of West Iowa Street; and North California Avenue.

BY ALDERMAN FIGUEROA (31st Ward):

To classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 3-K bounded by:

North Kostner Avenue; West Cortez Street; the first alley south of West Cortez Street; and a line 25 feet west of and parallel to North Kostner Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-J bounded by:

West Palmer Street; a line 50 feet west of and parallel to North Drake Avenue; the alley next south of and parallel to West Palmer Street; and a line 250 feet west of and parallel to North Drake Avenue.

BY ALDERMAN HANSEN (44th Ward):

To classify as an R5 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 7-G bounded by:

the alley next north of and parallel to West Barry Avenue; a line 137.94 feet east of North Sheffield Avenue; West Barry Avenue; and a line 50 feet east of North Sheffield Avenue.

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 M. SMITH (48th Ward):

To classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 13-G bounded by:

a line 50 feet south of and parallel to West Foster Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 99.92 feet south of and parallel to West Foster Avenue; and North Kenmore Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred thirty-four 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)

Fulton House Condominium Association;

Alderman

Claimant

Mr. George Pecora;

Vernon Park Condo Association;

1147 West Ohio Condominium
Association;*TILLMAN* (3rd Ward)

Greater New Era M.B.E. Church;

T. EVANS (4th Ward)4747 Kenwood Condominium
Association;

5400 Dorchester;

5454 -- 5460 Kimbark Avenue
Building Corporation;*BLOOM* (5th Ward)

Blackstone Condominium;

Keep on Kenwood Condominium;

Kenwood Green Condominium;

Mews on Dorchester;

Midway View Apartment Building
Corporation;5515 South Woodlawn Building
Corporation;

5557 -- 5559 Blackstone Condominium;

7355 South Shore Drive Condo
Association;*CALDWELL* (8th Ward)Evangelistic Crusaders Church of God
in Christ;Grove Venture Condominium
Association;

Alderman

Claimant

	London Towne Houses Cooperative, Incorporated;
	Chatham Towers Condominium Association;
<i>KELLAM</i> (18th Ward)	Headquarters BTY Salon; Park Place II Condominium Association;
<i>SHEAHAN</i> (19th Ward)	Mr. Brian K. Ingram; Mr. Stan Salabura;
<i>JONES</i> (20th Ward)	Greenwood West Co-operative Apartments, Incorporated;
<i>KRYSTYNIAK</i> (23rd Ward)	Courtyard Condominium II Association; Daniel and Margaret Darcy; Mr. Henry J. Pettke;
<i>SOLIZ</i> (25th Ward)	Mr. Alfredo Vazquez;
<i>DAVIS</i> (29th Ward)	Mason Manor, Incorporated;
<i>GABINSKI</i> (32nd Ward)	Mr. Arthur Sierakowski;
<i>BANKS</i> (36th Ward)	Colonial Condo; Galewood South Condominium; 2151 North Harlem Building Association;
<i>CULLERTON</i> (38th Ward)	A. March;

Alderman

Claimant

PUCINSKI (41st Ward)

The Washington House Condominium Association;

Ms. Janet Brown Jannotta;

Czeslaw Jaworski;

NATARUS (42nd Ward)

Burton Court Condo (163 West Burton Court);

Burton Place Condo (1500 North LaSalle Street);

Carl Sandburg Village Condominium Association No. 2;

Carl Sandburg Village Condo No. 3;

Dearborn Terrace Condo;

Eliot House Condo Association;

LaSalle Terrace Condominium Association;

The Plaza on DeWitt Condominium Association;

Sutton Place Townhomes;

Mr. Samuel Williams;

159 West Goethe Condo;

200 East Pearson Corp. (Co-op);

222 East Chestnut Condo;

227 Condominium;

850 DeWitt Condominium Association;

1110 North Lake Shore Homeowners Association;

Alderman

Claimant

EISENDRATH (43rd Ward)

1235 -- 1245 Astor Street Corp. (Co-op);

Clybourn Lofts Condominium;

Fullerton-Geneva Condominium
Association;

Mastercraft Condo;

Park Row Townhomes;

The Pierre Condominium Association;

Saint James Place Condominium
Association;

455 West Grant Place Condominium;

555 West Arlington Condominium
Association;

644 Arlington Condominium;

1540 North State Parkway
Condominium;

1550 Condominium Association;

1555 Astor Condominium;

2225 North Halsted Condominium;

2335 North Commonwealth
Condominium;

2336 North Commonwealth
Condominium Association;

2400 Lakeview Condominium;

HANSEN (44th Ward)

Barry Quadrangle Condos;

The Brewster Condominium;

Alderman

Claimant

Commonwealth Towers Condominium;

East Lakeview Townhouse Association;

Gaslight Condo;

Grace Street Condominium
Association (2);

Sheridan Briar North Condominium;

320 Oakdale Condominium;

339 Barry Condo;

619 Stratford Place Condo;

623 -- 625 Barry Condo;

823 Oakdale Association;

832 West Oakdale Condominium
Association;

3314 Condominium Association;

SHILLER (46th Ward)

Addison Lake Shore East Condo;

Addison Lake Shore West Condo;

Alta Vista View;

Boardwalk Condo;

Byron Courts Condominium;

Carousel Court Condominium
Association;Keystone Gardens Apartments
Number 2;

Milwaukee Courts Condo Association;

Alderman

Claimant

Montrose Manor Condominium
Association;

Patterson-Pine Grove Condo;

Pine Grove Apartment Building
Corporation;

Mr. Gabriel Savala;

629 -- 631 West Sheridan Condo
Association;

714 -- 726 West Buena Condo;

914 Waveland Condo Association;

3520 North Lake Shore Drive;

3600 North Pine Grove Condo;

3700 -- 3720 North Lake Shore
Drive Condo;

3800 Lake Shore Drive Condo;

4310 -- 4322 North Clarendon
Condominium;

4343 Clarendon Condominium
Association;

SCHULTER (47th Ward)

Yesteryear Condo;

4744 Paulina Condominium Association
(3);

M. SMITH (48th Ward)

Granville Tower Condominium;

Lakeside Place Condo;

Margate Terrace Condominium
Association;

Alderman

Claimant

Surfside Condo Association;

Winona Walk Condominium Association
(2);

823 -- 825 Gunnison Association;

918 West Winona Condos;

938 -- 940 West Carmen Avenue
Condominium;

939 -- 943 West Ainslie Street
Condominium Association;

5445 Edgewater Plaza Condominium
Association;

5455 Edgewater Plaza Condominium
Association;

ORR (49th Ward)

Casa Bonita Condo;

Columbia Estates Condominium
Association;

Sister Pamela Hickey;

Jarvis on the Lake Condominium
Association;

Juneway Building Corporation;

Lake Terrace Townhome Owners'
Association;

1926 -- 1928 West Morse Condominium
Association;

6334 North Sheridan Road Condo
Association;

Alderman

Claimant

STONE (50th Ward)

Mr. and Mrs. Joseph Steiner;

Winchester Court Condominium
Association;

7200 North Ridge Condominium.

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.

Nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Big Dog, Incorporated, doing business as Cactus Lounge -- to maintain and use a portion of the public way adjacent to 404 South Wells Street for a sidewalk cafe;

Deli on Dearborn, doing business as Deli on Dearborn Restaurant -- to maintain and use a portion of the public way adjacent to 723 South Dearborn Street for a sidewalk cafe;

Falcoma Corporation, doing business as Mama Falco Pizza and Italine Cuisine -- to maintain and use a portion of the public way adjacent to 5 North Wells Street for a sidewalk cafe;

One Sixty One North Clark Street Limited Partnership -- to construct, maintain and use a grease basin in the public way adjacent to 161 North Clark Street;

One Sixty One North Clark Street Limited Partnership -- to construct, maintain and use one entrance enclosure on the public way adjacent to 161 North Clark Street;

Saint George Chicago, Incorporated, sole beneficiary of American National Bank under Trust Number 56000 -- to maintain and use a subsurface subway entrance under portion of the public way adjacent to 33 North Dearborn Street;

Mr. Peter Tsurekidis -- to maintain and use a portion of the public way adjacent to 77 East Randolph Street for a flower stand;

77 West Wacker Limited Partnership -- to install and maintain an earth retention system under portion of the public way adjacent to 77 West Wacker Drive; and

1001 West Washington Boulevard Limited Partnership -- to maintain and use a concrete loading platform on portion of the public way adjacent to 25 North Carpenter Street.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED PUBLIC WAYS FOR
VARIOUS PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Citicorp Savings -- to close to traffic the southernmost lane of West Madison Street, between the first alley east of Dearborn Street and the first southeast corner west thereof, the easternmost lane of Dearborn Street, between the first alley south of West Madison Street and the first southeast corner north thereof, and the east side of adjacent sidewalk for observance and unveiling of the corporation's name change on Wednesday, April 11, 1990; and

DePaul University/The Theatre School -- to close to traffic that portion of East Balbo Drive, including the north land, between South Michigan and South Wabash Avenues on Friday, May 4, 1990 in conjunction with the Blackstone Theatre Benefit Gala.

Referred -- PERMISSION TO HOLD COMMEMORATIVE CANDLELIGHT
VIGIL IN MEMORY OF ARMENIAN GENOCIDE IN FRONT
OF 360 NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Gregory The Illuminator Armenian Church to hold a candlelight vigil in front of the Turkish Consulate at 360 North Michigan Avenue on Tuesday, April 24, 1990 to commemorate the 75th anniversary of the Armenian genocide, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING
CANOPIES AT SPECIFIED LOCATIONS.

Also, eleven proposed orders directing the Commissioner of General Services to issue permits to the 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:

Burger King Corporation -- for three canopies at 28 East Jackson Boulevard;

Chicago Diversified Foods Corporation, doing business as Taco Bell -- for one canopy at 12 East Jackson Boulevard;

Edwardo's Natural Pizza Restaurant -- for one canopy at 521 South Dearborn Street;

Mr. Sun Young Kim, doing business as Quality Cleaners -- for one canopy at 1437 West Taylor Street;

LaSalle National Bank, under Trust Number 106755 -- for two canopies at 60 East Lake Street;

Midland Building Corporation -- for one canopy at 168 -- 176 West Adams Street;

Nan-Yan Corporation -- for one canopy at 426 South Wabash Avenue;

Oxford Clothes, Incorporated -- for one canopy at 1220 West Van Buren Street;

Pizzazz, Incorporated, doing business as The Jewelry Warehouse -- for one canopy at 28 North Michigan Avenue;

R. J. Mead, Incorporated, doing business as Rick's Bar and Grill -- for one canopy at 939 South Western Avenue; and

Randolph Commercial Partners -- for one canopy at 72 East Randolph Street.

Referred -- ISSUANCE OF PERMITS TO ERECT
SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue permits to Acme-Wiley Corporation for the erection of signs/signboards at the locations noted, which were *Referred to the Committee on Zoning*, as follows:

55 East Adams Street, for First American Bank; and

850 West Washington Boulevard, for Montgomery Ward Auto Center.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- PORTION OF SOUTH INDIANA AVENUE TO
RECEIVE HONORARY DESIGNATION AS
"ELLIS-ALKNES DRIVE".

A proposed ordinance to designate that part of South Indiana Avenue, between East 35th Street and East 36th Street as "Ellis-Alknes Drive", which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN T. EVANS (4th Ward):

Referred -- GRANT OF PRIVILEGE TO HYDE PARK WEST LIMITED
TO CONSTRUCT AND MAINTAIN SIDEWALK AND
CURB CUTS IN SPECIFIED AREA.

A proposed ordinance to grant permission and authority to Hyde Park West Limited to construct and maintain a series of sidewalk and curb cuts in the area bounded by East 53rd Street, East 54th Street, South Ingleside Avenue and South Drexel Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO
TO MAINTAIN CONCRETE TUNNEL UNDER PORTION
OF MIDWAY PLAISSANCE.

A proposed ordinance to grant permission and authority to the University of Chicago, File 18, to maintain and use a concrete tunnel under and across that part of Midway Plaisance west of South Blackstone Avenue and connecting with an existing tunnel near the south side of Midway Plaisance, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD LINCOLN ACADEMY
CONVOCATION ON PORTIONS OF EAST 59TH
STREET AND SOUTH WOODLAWN
AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Lee Caldwell, University of Chicago Director of Security, for the conduct of the Lincoln Academy Convocation on that part of East 59th Street, between South University Avenue and South Kimbark Avenue, and on that part of South Woodlawn Avenue, from East 57th

Street to East 59th Street on Saturday, April 21, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN STEELE (6th Ward):

Referred-- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY TRUE
LIGHT CHURCH.

A proposed ordinance requiring the True Light Church to pay a ten dollar license fee for each of the special police employed at 7300 South Maryland Avenue, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Presented By

**ALDERMAN SHAW (9th Ward) And
ALDERMAN CALDWELL (8th Ward):**

Referred-- ILLINOIS STATE'S ATTORNEY URGED
TO INVESTIGATE DEATH OF
LENISE NELSON.

A proposed resolution urging the Illinois State's Attorney to convene a special grand jury to investigate allegations of possible negligence on the part of the University of Chicago Hospital in the death of Lenise Nelson, which was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN SHAW (9th Ward) And OTHERS:

Failed To Pass -- DEPUTY MAYOR FOR EDUCATION URGED TO
APPEAR BEFORE COMMITTEE ON EDUCATION TO
CLARIFY HER REMARKS REGARDING CHICAGO
PUBLIC SCHOOL SYSTEM.

A proposed resolution, presented by Aldermen Shaw, Bloom, Steele and Davis, reading as follows:

WHEREAS, Lourdes Monteagudo, Deputy Mayor for Education in the present Chicago administration, has recently provoked public comment and censure for insensitive remarks she has made against the Chicago public school system, and specifically about Roberto Clemente High School; and

WHEREAS, Mrs. Monteagudo's comments were terse enough to cause public insult, and she should appear in a public hearing to explain this destructive attitude on the part of a person of such position and responsibility; now, therefore,

Be It Resolved, That Mrs. Lourdes Monteagudo is hereby requested to appear before the Chicago City Council Committee on Education for the purpose of explaining why the Deputy Mayor for Education has such little respect for Chicago's school system and for the feelings of the citizens of this great City; and

Be It Further Resolved, That Mrs. Monteagudo bring before the committee any explanation as to why her assistant, Michael Brickman, attempted to break into a display case at Wells Community Academy March 21, 1990, and whether or not Mr. Brickman has received any kind of reprimand for this incomprehensible, disgraceful action.

Alderman Eisendrath presented the following substitute order:

Ordered, That the Deputy Mayor for Education appear before the City Council Committee on Education for the following purposes:

1. To report on the accomplishments of her office to date.
2. To report on cooperative activities between the City of Chicago and the Board of Education in the areas of social services, health care, public safety and employment.

3. To respond to public concern about several recent statements she made.

Alderman Gutierrez moved to *Lay on the Table* the substitute order introduced by Alderman Eisendrath. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Huels, Fary, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Bialczak, Figueroa, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Levar, M. Smith, Stone -- 20.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Carter, Jones, J. Evans, Garcia, Henry, Butler, Davis, Giles, Eisendrath, Shiller, Orr -- 19.

Alderman Shaw then moved to adopt the foregoing proposed resolution. The clerk called the roll and the motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Carter, Jones, J. Evans, Henry, Davis, Shiller, Orr -- 15.

Nays -- Aldermen Roti, Huels, Fary, Burke, Kellam, Sheahan, Garcia, Krystyniak, Soliz, Gutierrez, Bialczak, Figueroa, Austin, Banks, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, M. Smith, Stone -- 23.

Referred-- COMMITTEE ON POLICE, FIRE AND MUNICIPAL
INSTITUTIONS URGED TO HOLD HEARINGS TO
DETERMINE VALIDITY AND IMPARTIALITY
OF POLICE PSYCHOLOGICAL
EXAMINATION.

Also, a proposed resolution, presented by Aldermen Shaw, Tillman, T. Evans, Bloom, Steele, Caldwell, Carter, Jones, J. Evans, Garcia, Henry, Soliz, Butler, E. Smith, Davis, Giles, Eisendrath and Shiller, urging the Committee on Police, Fire and Municipal Institutions to conduct hearings to determine the validity and impartiality of a specified psychological examination currently given to police trainees, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- PERMISSION TO HOLD CHICAGO VALENTINE
BOYS AND GIRLS CLUB ANNUAL CARNIVAL ON
PORTIONS OF WEST 34TH STREET AND
SOUTH EMERALD AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Mary Ann Mahan to hold the Chicago Valentine Boys and Girls Club Annual Carnival on that part of South Emerald Avenue, between West 33rd Street and West 35th Street, and on that part of West 34th Street, between South Halsted Street and South Union Avenue, for the period extending May 28, 1990 through June 4, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN FARY (12th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2738 WEST 47TH STREET.

A proposed order directing the Commissioner of General Services to issue a permit to Sofia's Craft to maintain and use a canopy attached to the building or structure at 2738 West 47th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN BURKE (14th Ward) And
ALDERMAN KOTLARZ (35th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 25 BY
RENAMING AND RESTRUCTURING BUREAU OF
WORKMEN'S COMPENSATION AND BY
IMPLEMENTING ALCOHOL AND
DRUG USE SCREENING
PROCEDURES.

A proposed ordinance to amend Municipal Code Chapter 25, Sections 25-38 and 25-39 by renaming the Bureau of Workmen's Compensation as "Bureau of Worker's Compensation" which would have among its functions, the development and administration of employee safety and training programs, and by adding new sections, to be known as Sections 25-41.1 through 25-41.7, outlining and implementing alcohol and drug use screening and testing procedures, which was *Referred to the Committee on Finance*.

Presented For

ALDERMAN LANGFORD (16th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE
FOR SPECIAL POLICE EMPLOYED BY
SAINT BERNARD HOSPITAL.

A proposed ordinance, presented by Alderman Carter, requiring Saint Bernard Hospital to pay a ten dollar license fee for each of the special police employed for their facility located at West 64th Street and the Dan Ryan Expressway, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN KELLAM (18th Ward):

Referred-- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
ON NORTHEAST CORNER OF WEST 87TH STREET
AND SOUTH DAMEN AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to Ms. Nancy Carter for the operation of a newsstand on the northeast corner of West 87th Street and South Damen Avenue, 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-- AMENDMENT OF MUNICIPAL CODE CHAPTER 43 BY
ADDING NEW SECTION 43-5.1 REQUIRING UNIFORMED
POLICE OFFICERS AT CONSTRUCTION OR
DEMOLITION SITES OF CERTAIN
COMMERCIAL OR RESIDENTIAL
BUILDINGS.

A proposed ordinance to amend Municipal Code Chapter 43 by adding thereto a new section, to be known as Section 43-5.1, requiring uniformed Chicago police officers, on secondary employment duty, to be stationed at construction or demolition sites of buildings which currently exceed or will exceed 60 feet in height, which was *Referred to the Committee on Buildings*.

Referred-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPIES AT 1820 -- 1854 WEST 95TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Don Arado to maintain and use seven canopies attached to the building or structure at 1820 -- 1854 West 95th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- INSTALLATION OF HANDICAPPED
CURBING AT 10636 SOUTH CHURCH
STREET.

Also, a proposed order directing the Commissioner of Public Works to give consideration to the installation of handicapped curbing at 10636 South Church Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred-- EXEMPTION OF GATLING'S FUNERAL HOME
FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY
ACCESSIBILITY.

A proposed ordinance to exempt Gatling's Funeral Home from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 10133 South Halsted Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMIT TO ERECT
SIGN/SIGNBOARD AT 9220 SOUTH
ASHLAND AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisan Signs for the erection of a sign/signboard at 9220 South Ashland Avenue for Welcome Chevrolet, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN GARCIA (22nd Ward):

**APRIL 5 THROUGH APRIL 12, 1990 PROCLAIMED "MEXICAN
AMERICAN LEGAL DEFENSE AND EDUCATIONAL FUND
TENTH ANNIVERSARY WEEK" IN CHICAGO.**

A proposed resolution reading as follows:

WHEREAS, The Mexican American Legal Defense and Educational Fund (M.A.L.D.E.F.) was founded in San Antonio, Texas in 1968 as a not-for-profit organization established to protect the civil rights of Hispanics; and

WHEREAS, In 1980, M.A.L.D.E.F. opened a regional office in Chicago to serve the Hispanic community in this City and throughout the Midwest; and

WHEREAS, Over the last ten years, M.A.L.D.E.F. has been at the forefront of promoting and protecting the civil rights of Hispanics in this City and throughout the Midwest; and

WHEREAS, The primary goal of M.A.L.D.E.F. is fair treatment for Hispanics in the areas of employment, education, political access and immigration; and

WHEREAS, Through litigation, law scholarships, research, community education, publications, and leadership programs, M.A.L.D.E.F. continues to remove the obstacles that keep over 600,000 Hispanics locally, and 20 million Hispanics nationwide from full participation in the American way of life; and

WHEREAS, M.A.L.D.E.F. is celebrating its tenth anniversary in Chicago, Illinois, on April 5, 1990, with a reunion dinner bringing together many key figures in M.A.L.D.E.F.'s history who helped shape, guide and support many ventures; now, therefore,

Be It Resolved, That The Honorable Jesus G. Garcia, Alderman of the 22nd Ward, Mayor Richard M. Daley and the members of the City Council of the City of Chicago, in a meeting assembled this 6th day of April in 1990 do hereby proclaim the week of April 5 through April 12, 1990 as "M.A.L.D.E.F. Tenth Anniversary Week" in Chicago, Illinois, and salute and commend the Mexican American Legal Defense and Educational Fund for its dedication and service to the Hispanic community; and

Be It Further Resolved, That the Office of the City Clerk is hereby directed to prepare a copy of this resolution for presentation.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO LENOR AND JOSE YANEZ
TO CONSTRUCT AND MAINTAIN FIRE ESCAPE AT
2859 WEST 25TH PLACE.

Also, a proposed ordinance to grant permission and authority to Lenor and Jose Yanez to construct and maintain a fire escape over the public way adjacent to the premises at 2859 West 25th Place, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD ANNUAL FESTIVAL ON
PORTION OF SOUTH CHRISTIANA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Roger Turco to hold an annual festival to benefit the Boys and Girls Club of Little Village on that part of South Christiana Avenue, from 2600 to 2650, for the period extending June 7 through June 10, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD STREET FESTIVAL ON
PORTION OF SOUTH CENTRAL PARK AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Cynthia Rodriguez to hold a street festival to benefit Blessed Agnes Church on that part of South Central Park Avenue, from 2600 to 2700, for the period extending August 24 through August 26, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

4/6/90

NEW BUSINESS PRESENTED BY ALDERMEN 14207

Presented By

ALDERMAN KRYSYNIAK (23rd Ward):

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON
PORTION OF SOUTH NASHVILLE AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision located on the east side of South Nashville Avenue, south of the south line of West 56th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AND/OR VAN AT 5259 SOUTH
NORDICA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Thomas M. Spalla to park a pickup truck and/or van in front of his residence at 5259 South Nordica Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN KRYSYNIAK (23rd Ward) AND OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193-1,
SECTIONS 193-1.5 AND 193-1.6 BY INCREASING
PENALTIES FOR VANDALISM OFFENSES.

A proposed ordinance, presented by Aldermen Krystyniak, Fary, Garcia and Figueroa, to amend Municipal Code Chapter 1931, Sections 193-1.5 and 193-1.6 by increasing the penalties for vandalism offenses from a potential incarceration of 10 days and/or 80 hours of community service to 30 days and/or 120 hours of community service; also, by requiring legal guardians of unemancipated minors who are convicted of acts of vandalism, to be responsible

for full restitution for such acts, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
(CHICAGO ZONING ORDINANCE) ARTICLE 10.4-2 BY
ADDING PROVISION RESTRICTING USE OF
PRIVATE INCINERATORS IN
RESIDENTIAL DISTRICTS.

Also, a proposed ordinance, presented by Aldermen Krystyniak, Fary, Madrzyk, Kellam, Garcia, Banks, Levar, Schulter and M. Smith, to amend Chapter 194A of the Municipal Code, known as the Chicago Zoning Ordinance, Article 10.4-2, by adding a new subparagraph (8) to restrict the use of private incinerators within 2,500 feet of residential districts, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- GRANT OF PRIVILEGE TO FILLMORE LIMITED
PARTNERSHIP TO MAINTAIN RAILROAD SWITCH
TRACK ADJACENT TO 4100 WEST
FILLMORE STREET

A proposed ordinance to grant permission and authority to Fillmore Limited Partnership to maintain and use a railroad switch track on the public way connecting the Chessie System main line with the plant siding at 4100 West Fillmore Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- APPROVAL OF PROPERTY AT 4101 WEST FILLMORE

STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK

COUNTY TAX INCENTIVES

Also, a proposed resolution to approve the property at 4101 West Fillmore Street as appropriate for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Economic Development*.

Presented By

ALDERMAN SOLIZ (25th Ward):

BUILDING DECLARED PUBLIC NUISANCE
AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 1011 West 16th Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at 1011 West 16th Street is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause the demolition of same.

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

Alderman Soliz 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 Soliz, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

Referred-- WAIVER OF PERMIT FEES AND MASON CARD
REQUIREMENT FOR PROPERTY AT 1902 SOUTH
CARPENTER STREET TO FACILITATE
CONSTRUCTION OF LOW
INCOME HOUSING.

Also, a proposed ordinance directing the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water to issue all necessary permits free of charge and to waive the mason card requirement for the property at 1902 South Carpenter Street to facilitate development of low and moderate income residences by the Eighteenth Street Development Corporation, which was *Referred to the Committee on Finance*.

Referred-- INSTALLATION OF ALLEY LIGHT BEHIND
2600 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 2600 West Cermak Road, which was *Referred to the Committee on Finance*.

Referred-- ISSUANCE OF PERMIT TO HOLD CARNIVAL ON
PORTION OF SOUTH ROCKWELL STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Cermak Road Chamber of Commerce for the conduct of a carnival and/or street fair on that portion of South Rockwell Street, between West Cermak Road and the first alleys north and south thereof, for the period extending May 4 through May 6, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDING NEW CHAPTER 13.1 ENTITLED "CODE ENFORCEMENT BUREAU OF THE DEPARTMENT OF BUILDINGS" AND BY DELETING CERTAIN DEADLINE PROCEDURES IN EXISTING CHAPTER 13 CONCERNING DUTIES OF COMMISSIONER OF INSPECTIONAL SERVICES.

A proposed ordinance to amend the Municipal Code of Chicago by adding thereto a new chapter, to be known as Chapter 13.1 entitled "Code Enforcement Bureau of the Department of Buildings", and to amend Municipal Code Chapter 13, Section 13-4.1(b) by deleting deadline procedures for Municipal Code compliance currently under the jurisdiction of the Commissioner of Inspectional Services, which was *Referred to the Committee on Buildings*.

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDING NEW CHAPTER 39.1 ENTITLED "REGISTRATION OF MULTIPLE DWELLINGS".

Also, a proposed ordinance to amend the Municipal Code of Chicago by adding thereto a new chapter, to be known as Chapter 39.1 entitled "Registration of Multiple Dwellings", which was *Referred to the Committee on Buildings*.

Referred -- AMENDMENT OF MUNICIPAL CODE, VARIOUS CHAPTERS, BY ESTABLISHMENT OF BOARD OF CRANE OPERATORS AND RIGGERS EXAMINERS AND BY ADDING PROVISIONS RELATING TO BUILDINGS, LICENSES, INSPECTION FEES AND PERMIT REGULATION VIOLATIONS.

Also, a proposed ordinance to amend various chapters of the Municipal Code of Chicago to add provisions governing the construction, repair or alteration of buildings; requirements, fees, stipulations and regulations for the use of certain materials in specified buildings;

acquisition and maintenance of licenses for masons, motion picture projecting machine operators, plumbers and plumbing contractors; fees for emergency or requested inspections and penalties for failure to comply with permit regulations; also, for the establishment of a Board of Crane Operators and Riggers Examiners, which was *Referred to the Committee on Buildings*.

Referred -- ESTABLISHMENT OF "NEW HOMES
FOR CHICAGO" PROGRAM.

Also, a proposed ordinance establishing the "New Homes for Chicago" Program to be administered under the jurisdiction of the City of Chicago Department of Housing, which would promote and assist the construction of quality, affordable single-family housing, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 1006 NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Kirsten Funeral Home to maintain and use one canopy attached to the building or structure at 1006 North Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
ORGANIZATIONS FOR SPECIFIED
PURPOSES.

Two 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:

A.D.M. Milling Company -- to maintain and use a railroad switch track across a portion of North Elizabeth Street near West Carroll Avenue; and

Stock Yards Packing Company -- to occupy a portion of a "dead end" on unimproved North Claremont Avenue.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN
EXISTING CANOPIES AT SPECIFIED
LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Melvyn A. Sullivan -- for one canopy at 2337 West Lake Street; and

Mr. George Voutsinas, doing business as Farmer's Pride Market -- for one canopy at 756 North Western Avenue.

Presented By

ALDERMAN BIALCZAK (30th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT
SIGN/SIGNBOARD AT 1648 NORTH
CICERO AVENUE.

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 1648 North Cicero Avenue for general advertising, which was *Referred to the Committee on Zoning*.

Presented By . . .

ALDERMAN GABINSKI (32nd Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF PORTION
OF WEST LE MOYNE STREET.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West LeMoyne Street, between North Greenview Avenue and North Cleaver Street (except the south 14 feet of West LeMoyne Street) for the Board of Education (No. 5-32-90-1473); 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 order. The motion *Prevailed*.

On motion of Alderman Gabinski, the foregoing proposed order was *Passed*.

***Referred*-- GRANT OF PRIVILEGE TO MORTON INTERNATIONAL,
INCORPORATED TO MAINTAIN RAILROAD SWITCH TRACK
ON PORTION OF WEST BLACKHAWK STREET.**

Also, a proposed ordinance to grant permission and authority to Morton International, Incorporated to maintain and use a railroad switch track on a portion of West Blackhawk Street connecting with the existing railroad track along North Magnolia Avenue and a point east of the easterly line of North Elston Avenue, which was *Referred to the Committee on Streets and Alleys*.

***Referred*-- ISSUANCE OF PERMIT TO HOLD CARNIVAL
ON PORTION OF WEST SUPERIOR STREET.**

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Saint Nicholas Cathedral School for the conduct of a carnival and/or street fair on that part of West Superior Street, between North Oakley Boulevard and North Leavitt Street, for the

period extending April 23 through April 30, 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:

Bella's Pizza -- for one canopy at 1952 West Chicago Avenue;

Mr. Adrian P. Lozano -- for one canopy at 2354 North Elston Avenue; and

Violet Berk Flowers, Incorporated -- for one canopy at 2300 West Chicago Avenue.

Presented By

ALDERMAN MELL (33rd Ward):

Referred-- EXEMPTION OF PARKING FACILITY ADJACENT TO
2751 WEST BELMONT AVENUE FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY.

A proposed ordinance to exempt the parking facility adjacent to 2751 West Belmont Avenue, c/o Mr. Steve Gallo, from the physical barrier requirement pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 36,
SECTION 36-30 BY INCREASING FINES FOR
UNAUTHORIZED POSTING OF
MATERIALS ON PUBLIC
WAYS.

A proposed ordinance to amend Municipal Code Chapter 36, Section 36-30, by increasing the fines for any person found posting materials on the public way without the prior consent of the Commissioner of Streets and Sanitation, which was *Referred to the Committee on Finance*.

Referred-- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY ROSELAND
COMMUNITY HOSPITAL.

Also, a proposed ordinance requiring Roseland Community Hospital to pay a ten dollar license fee for each of the special police employed at 45 West 111th Street, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred-- PERMISSION TO HOLD GOOD FRIDAY EASTER
PARADE ON PORTIONS OF WEST DIVERSEY
AVENUE, NORTH AUSTIN AVENUE AND
WEST WRIGHTWOOD AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Father George Kaloudis for the conduct of a Good Friday Easter Parade on portions of West

Diversey Avenue, between North Meade Avenue and North Austin Avenue, North Austin Avenue, between West Diversey Avenue and West Wrightwood Avenue, and West Wrightwood Avenue, between North Austin Avenue and North Meade Avenue on Friday, April 13, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN CULLERTON (38th 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:

Ms. Anne Gosciniak -- for one canopy at 3451 North Central Avenue; and

Neighbor's Tap -- for one canopy at 5559 West Henderson Avenue.

Presented By

ALDERMAN PUCINSKI (41st Ward):

DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED
PUBLIC ALLEY IN BLOCK BOUNDED BY WEST
HOWARD STREET, WEST BIRCHWOOD
AVENUE, NORTH OVERHILL
AVENUE AND NORTH
OTTAWA AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 124.86 feet of the east-west 16-foot public alley in the

block bounded by West Howard Street, West Birchwood Avenue, North Overhill Avenue and North Ottawa Avenue (No. 25-41-90-1475); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Pucinski moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Pucinski, the foregoing proposed order was *Passed*.

Presented By

ALDERMAN NATARUS (42nd Ward):

**DRAFTING OF ORDINANCE FOR VACATION OF
SPECIFIED PUBLIC WAY IN BUTLER, WRIGHT
AND WEBSTER'S ADDITION
TO CHICAGO.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of the west 18.00 feet of Lot 15 lying above a plane beginning at elevation +25.73 feet Chicago City Datum, measured along the south line of Lot 15; thence north, along said plane (of uniform slope) to elevation +28.52 feet Chicago City Datum, measured along the north line of Lot 15; and lying below a horizontal plane at elevation 198.52 feet Chicago City Datum, all in Block 2 in Butler, Wright and Webster's Addition to Chicago in the west half of the west half of the northeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois for the City of Chicago (No. 9-42-88-1277); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

Referred-- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO BRICK & MORTAR FOR
VAULT SPACE ON PORTIONS OF NORTH
MICHIGAN AVENUE AND WEST
ERIE STREET.

Also, a proposed ordinance to amend a previously passed ordinance which authorized a grant of privilege to Brick & Mortar by increasing the vault space granted and the sum of compensation for said grant located on portions of North Michigan Avenue and West Erie Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- APPROVAL OF PLAT OF CITY PLACE SUBDIVISION
ON PORTIONS OF WEST HURON STREET, NORTH
MICHIGAN AVENUE AND NORTH
RUSH STREET.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of City Place Subdivision located on portions of West Huron Street, North Michigan Avenue and North Rush Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, nine proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Cityscape Superior Limited Partnership -- to construct, maintain and use a non-electrical sign over the public way adjacent to 230 West Superior Street;

Germania Inn, Incorporated, doing business as Germania on Clark -- to maintain and use a portion of the public way adjacent to 1540 North Clark Street for a sidewalk cafe;

Grand and Wells Tap, Incorporated, doing business as Grand and Wells Tap -- to maintain and use a portion of the public way adjacent to 531 North Wells Street for a sidewalk cafe;

Montgomery Ward and Company, Incorporated -- to maintain and use a pedestrian tunnel under and across portion of West Chicago Avenue, connecting the premises at 618 West Chicago Avenue with the premises at 619 West Chicago Avenue;

Sacro Corporation of Illinois, doing business as Johnny Rockets -- to maintain and use portions of the public way adjacent to 901 North Rush Street for a sidewalk cafe;

Sal's Taco's, doing business as Mucho Gusto -- to maintain and use a portion of the public way adjacent to 700 North Dearborn Street for a sidewalk cafe;

The 2nd Coast, Incorporated, doing business as The 3rd Coast on Delaware -- to maintain and use portions of the public way adjacent to 888 North Wabash Avenue for a sidewalk cafe;

Two Hundred Nine Lake Shore Drive Building Corporation -- to construct, maintain and use two staircase entranceways on portion of the public way adjacent to 210 East Walton Street; and

500 North LaSalle Limited Partnership -- to construct, maintain and use two grease basins and three door swings on portion of the public way adjacent to 500 North LaSalle Street.

***Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.**

Also, eleven 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:

Chris-A-Cafe -- to construct, maintain and use one canopy at 201 East Grand Avenue;

Collar and Leash -- to maintain and use one canopy at 1433 North Wells Street;

The Goodman Group, Incorporated -- to maintain and use two canopies at 730 -- 740 North Franklin Street;

KMS West Plaza Limited Partnership Number 2 -- to maintain and use one canopy at 10 West Elm Street;

Lake Shore Land Association -- to maintain and use one canopy at 1130 North Lake Shore Drive;

MC Mages Sports -- to maintain and use two canopies at 610 -- 620 North LaSalle Street;

Sidney Garber Jewelers, Incorporated -- to construct, maintain and use one canopy at 118 East Delaware Place;

Walls of China -- to construct, maintain and use one canopy at 333 West Grand Avenue;

Work Bench, Incorporated -- to maintain and use one canopy at 158 West Hubbard Street;

21 East Chestnut Condominium Association -- to maintain and use one canopy at 21 East Chestnut Street; and

500 North LaSalle Limited Partnership -- to maintain and use one canopy at 500 North LaSalle Street.

Referred -- ISSUANCE OF PERMITS TO INSTALL FLOWER BOXES
AND PLANTERS AT 1152 NORTH LA SALLE STREET.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to Cityplace on LaSalle Association for the installation of four flower boxes and two planters on portion of the public way adjacent to 1152 North LaSalle Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN NATARUS (42nd Ward),
ALDERMAN BURKE (14th Ward) And
ALDERMAN HANSEN (44th Ward):**

**CONGRATULATIONS EXTENDED TO MR. JACK BRICKHOUSE
ON OCCASION OF HIS FIFTIETH YEAR
IN BROADCASTING.**

A proposed resolution reading as follows:

WHEREAS, Mr. Jack Brickhouse came to Chicago in 1940, and immediately began working as a broadcaster for the Mutual Network and WGN Radio; and

WHEREAS, In 1946, Mr. Jack Brickhouse broadcasted for the New York Giants for one season; and

WHEREAS, Mr. Jack Brickhouse has covered baseball for Channel 9 in Chicago since the station's first telecast in 1948; and

WHEREAS, Mr. Jack Brickhouse has broadcasted the play-by-play of the Chicago Bears on WGN Radio for 24 consecutive years; and

WHEREAS, Mr. Jack Brickhouse has televised more baseball games than any other sports broadcaster; and

WHEREAS, In addition to his regular broadcasts and telecasts over WGN Radio and Channel 9, Mr. Jack Brickhouse has covered several network assignments including four World Series in Philadelphia, New York City, Brooklyn, Cleveland and Los Angeles; and

WHEREAS, Mr. Jack Brickhouse also broadcasted five All-Star baseball games in Detroit, Cincinnati, Philadelphia, Pittsburgh and Chicago; and

WHEREAS, Mr. Jack Brickhouse has also broadcasted 12 All-Star football games, 3 National Football League Championships, the Rose Bowl, the Orange Bowl, the Sugar Bowl, 3 Blue-Gray Games, 6 American Bowl Games, 4 East-West football games, as well as the play-by-play for the Chicago Football Cardinals in 1947; and

WHEREAS, Mr. Brickhouse also covered the World Series of Golf, several Golden Gloves tournaments as well as several big fights including, Louis-Charles and Walcott-Charles; and

WHEREAS, When wrestling was the outstanding network audience feature on early television, he reported the big names for 9 years; and

WHEREAS, Mr. Jack Brickhouse was the play-by-play announcer for the world's first satellite telecast in 1962, as well as the audio announcer from the broadcast which was translated into several languages for European listeners; and

WHEREAS, Mr. Jack Brickhouse reached a tremendous broadcasting milestone when he announced his 5,000th game for WGN Radio and Television on August 5, 1979; and

WHEREAS, Mr. Jack Brickhouse was entered into the Baseball Hall of Fame in August of 1983, and is also in the American Sportscasters Hall of Fame; and

WHEREAS, Mr. Brickhouse has been honored as the "Outstanding Sportscaster of the Year in the State of Illinois" by the National Sportscasters and Sportswriters Award Committee five times, and has joined their prestigious Hall of Fame; and

WHEREAS, Mr. Brickhouse has also been inducted into The Chicago Press Club's Journalism Hall of Fame, Bradley University's Hall of Fame, Greater Peoria Sports Hall of Fame, Illinois High School Coaches Hall of Fame, and the Pro Wrestling Hall of Fame; and

WHEREAS, Mr. Brickhouse has received numerous awards and honors including a number of Emmy Awards, the *Chicago Sun-Times*' "Broadcasting's Man of the Year", "Best Sports Announcer" by the American College of Radio Arts and Sciences, the Baseball Commissioner's Award, two bronze medallions from *Look* magazine, Press Veteran of the Year, and many others; and

WHEREAS, Mr. Brickhouse has reported on several Republican and Democratic national conventions, the Roosevelt Inauguration in 1945, the Inaugural Ball in 1969, communist riots at the American embassies in Paris, Vietnam, and West Berlin just before the Wall went up; and

WHEREAS, Mr. Jack Brickhouse has had exclusive broadcast interviews with four presidents, the Archbishop of Canterbury, Dr. Francis Fisher, and Pope John Paul VI, which won local and international awards; and

WHEREAS, Mr. Jack Brickhouse has also done much writing throughout his career including articles for the *Chicago Sun-Times* and the *Tribune*, a book *Thanks For Listening* and has narrated the album *Great Moments in Cubs Baseball*; and

WHEREAS, Mr. Brickhouse has served our country as a private in the United States Marine Corps and has also tirelessly devoted much time to civil organizations including the Chicago Boys Club, Illinois Benedictine College, Northwestern Memorial Hospital, Bradley University, the A.M.C. Cancer Research Center and Hospital, and Chicago Baseball Cancer Charities; and

WHEREAS, Mr. Jack Brickhouse is honorary vice-president of Western Golf Association, co-founder of the Jack Quinlan Memorial Golf Tournament Committee, a member of the National Football League Hall of Fame selection committee, and the Heisman Trophy selection committee; and

WHEREAS, Mr. Jack Brickhouse has received the following honorary degrees: Doctor of Laws from the National College of Education, Doctor of Humane Letters from Columbia College, and Doctor of Broadcast Journalism from Lincoln College; and

WHEREAS, In 1990, Mr. Jack Brickhouse is celebrating his 50th year of broadcasting; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled in meeting this 6th day of April, 1990, do hereby honor and congratulate Mr. Jack Brickhouse on the occasion of his fiftieth year in broadcasting, and do also express our deepest and heartfelt gratitude for all he has done for the City and citizens of Chicago. His broadcasting career has been one of versatility, integrity, and accuracy. Mr. Jack Brickhouse is certainly one of our nations most cherished broadcasters; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Jack Brickhouse.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- PORTION OF ALLEY BEHIND 2212 NORTH LINCOLN AVENUE TO RECEIVE HONORARY DESIGNATION AS "SZATHMARY LANE".

A proposed ordinance directing the Commissioner of Public Works to designate that portion of alley behind 2212 North Lincoln Avenue as "Szathmary Lane", which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO HOLD "EARTH DAY 90" FESTIVAL ON PORTION OF NORTH STOCKTON DRIVE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Paul Miller, Chicago Organization, to close to traffic that part of North Stockton Drive, from West Fullerton Avenue to West North Avenue to hold "Earth Day 90" festival on April

21 and 22, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR SIDEWALK CAFES.*

Also, three 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:

Gastronomical Pleasures, Incorporated, doing business as Pico Mondo Cafe -- to maintain and use a portion of the public way adjacent to 2460 North Clark Street;

Mr. Felix Gomez, doing business as Mi Casa, Su Casa Restaurant, Incorporated -- to maintain and use a portion of the public way adjacent to 2524 North Southport Avenue; and

Michael's of Lincoln Park, Incorporated, doing business as Michael's Chicago Style Red Hots -- to maintain and use a portion of the public way adjacent to 1946 North Clark Street.

Presented By

ALDERMAN HANSEN (44th Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
ORGANIZATIONS FOR VARIOUS PURPOSES.*

Two 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:

Roscoe's Tavern Limited, doing business as Cafe Fiasco -- to maintain and use a portion of the public way adjacent to 3354 North Halsted Street for a sidewalk cafe; and

830 Diversey Associates -- to construct, maintain and use a freestanding outdoor directory on portion of the public way adjacent to 830 West Diversey Parkway.

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 Gannett Outdoor Group 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 SHILLER (46th Ward):

AMENDMENT OF MUNICIPAL CODE CHAPTER 160 BY DEFINING
LICENSE CLASSIFICATIONS WHICH WOULD PERMIT
PEDDLING ALONG PUBLIC WAY ADJACENT
TO WRIGLEY FIELD.

A proposed ordinance reading as follows:

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

SECTION 1. Sections 160-12, 160-12.1 and 160-13 of the Municipal Code of Chicago are hereby amended by deleting the language bracketed and by inserting the language in italics, as follows:

160-12. No one shall peddle any article or thing anywhere in the city on Sunday, or in any public alley on any day in the week between the hours of 5:00 P.M. and 7:00 A.M., under a penalty of not less than \$5 and not more than \$50 for each offense. The provisions of this section shall not apply to a person licensed as a [class III] peddler operating in accordance with Section 160-12.1.

160-12.1 Notwithstanding the limitations of Section 160-12, a person licensed as a class [III] *I or class II* peddler may peddle merchandise within 1,000 feet of Wrigley Field; *provided that only a class II peddler may peddle merchandise on the public way. A peddler operating on the public way under this section shall be mobile, and shall not set up tables, stands or other structures on the public way, or obstruct or block the public way with his wares or merchandise. However, a class I or class II peddler operating under this section may peddle merchandise from a cart, table or temporary stand on private property without obstructing the public way, if the peddler possesses written permission from the property owner to do so.*

160-13. No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the City Council. No person other than a licensed class [III] II peddler shall peddle any merchandise *on the public way* within 1,000 feet of Wrigley Field. Any person who shall be found in violation of this section shall be fined not less than \$200 nor more than \$500 for each offense, and each day such violation shall continue shall be deemed a distinct and separate offense.

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

Alderman Shiller 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 Shiller, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

GRANT OF PRIVILEGE TO RED TOP PARKING, INCORPORATED
TO OCCUPY PORTIONS OF WEST WAVELAND AVENUE
AND NORTH SHEFFIELD AVENUE.

Also, a proposed ordinance reading as follows:

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

SECTION 1. Permission and authority are hereby given and granted to Red Top Parking, Incorporated, upon the terms and subject to the conditions of this ordinance to occupy three thousand three hundred fifty-eight (3,358) square feet of space in the parkway on the northerly side of West Waveland Avenue between North Sheffield Avenue and the north-south public alley and the parkway on the easterly side of North Sheffield Avenue to be used for parking facilities. Grantee shall guarantee that the walkway on both West Waveland Avenue and North Sheffield Avenue shall remain free and clear to pedestrian traffic. Authority herein granted for a period of five (5) years from and after September 12, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Six Hundred Fifty-four and no/100 Dollars (\$3,654.00) 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.

[Map attached to this ordinance printed on page 14230
of this Journal.]

Alderman Shiller 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 Shiller, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

(Continued on page 14231)

(Continued from page 14229)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, two 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:

Columbus-Cuneo-Cabrini Medical Center -- to maintain and use a pedestrian bridge over and across a portion of North Clarendon Avenue, connecting the premises at 4420 North Clarendon Avenue with the premises at 4421 North Clarendon Avenue; and

Jake's Pup in the Ruf, Incorporated, doing business as Jake's Pup in the Ruf -- to maintain and use a portion of the public way adjacent to 4401 North Sheridan Road for a sidewalk cafe.

Referred -- PERMISSION TO HOLD CARNIVAL ON PORTION
OF WEST LELAND AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Buddhist Temple of Chicago, to hold a carnival on portion of West Leland Avenue, between North Broadway and North Racine Avenue for the period extending June 29 through July 1, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN SHILLER (46th Ward) And
ALDERMAN SCHULTER (47th Ward):**

Referred--UNITED STATES CONGRESS URGED TO PASS
JURISDICTIONAL STATUTE WHICH WOULD ALLOW
FOR CONSIDERATION OF TREATY
ENTITLEMENT CLAIMS BY
POTAWATOMI NATION.

A proposed resolution urging the United States Congress to introduce and pass a jurisdictional statute allowing the United States Court of Claims to consider the settlement of treaty entitlement claims by the Potawatomi Nation in Canada, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

ALDERMAN SCHULTER (47th Ward):

ESTABLISHMENT OF TRAFFIC LANE TOW-AWAY ZONE ON
PORTION OF WEST MONTROSE AVENUE.

A proposed ordinance reading as follows:

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, that a portion of West Montrose Avenue (north side) from the Chicago River to North Ashland Avenue is hereby designated as a traffic lane tow-away zone on Tuesdays and Thursdays during the hours of 7:00 A.M. to 9:00 A.M. for the period extending April 15 through November 15, each year, for street cleaning purposes.

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

Alderman Schulter 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 Schuler, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

Nays -- None.

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

Referred-- GRANT OF PRIVILEGE TO RAVENSWOOD-WARNER CORPORATION TO MAINTAIN AND USE COVERED BRIDGE OVER AND ACROSS PORTION OF SPECIFIED PUBLIC ALLEY.

Also, a proposed ordinance to grant permission and authority to the Ravenswood-Warner Corporation to maintain and use a covered bridge or passageway over and across a portion of the public alley between West Belle Plaine Avenue and West Cuyler Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred-- CHICAGO TRANSIT AUTHORITY REQUESTED TO ERECT BUS PASSENGER SHELTERS ON PORTIONS OF NORTH SHERIDAN ROAD.

Two proposed orders directing the Chicago Transit Authority to consider the erection of bus passenger shelters on North Sheridan Road, at its intersections with West Argyle Street and West Berwyn Avenue for northbound passengers, which were *Referred to the Committee on Local Transportation*.

Presented By

**ALDERMAN M. SMITH (48th Ward) And
ALDERMAN ORR (49th Ward):**

Referred-- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ERECT BUS PASSENGER SHELTER ON NORTHEAST
CORNER OF NORTH SHERIDAN ROAD AND
WEST GRANVILLE AVENUE.

A proposed order directing the Chicago Transit Authority to consider the erection of a bus passenger shelter on the northeast corner of North Sheridan Road and West Granville Avenue for northbound passengers, which was *Referred to the Committee on Local Transportation*.

Presented By

ALDERMAN ORR (49th Ward):

Referred-- EXEMPTION OF LEONA'S, INCORPORATED FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY.

A proposed ordinance to exempt Leona's, Incorporated from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 6935 North Sheridan Road, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, 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:

Chicago Title & Trust Company, under Trust Number 1089853 -- to maintain and use one canopy at 1246 West Pratt Boulevard;

Michael J. and Regina Barr Harrington -- to maintain and use one canopy at 6222 North Broadway; and

Marbell, Incorporated, doing business as Sherlock Home Bar & Grill -- to construct, maintain and use three canopies at 7121 North Clark Street.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ERECT BUS PASSENGER SHELTERS AT INTERSECTION
OF WEST DEVON AVENUE AND NORTH
RIDGE AVENUE.

A proposed order directing the Chicago Transit Authority to consider the erection of two bus passenger shelters on the northeast and southwest corners of West Devon Avenue and North Ridge Avenue, which was *Referred to the Committee on Local Transportation*.

Referred -- PERMISSION TO HOLD NORTHTOWN CHAMBER OF
COMMERCE SIDEWALK SALE ON PORTION OF
WEST DEVON AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Northtown Chamber of Commerce to hold a sidewalk sale on both sides of West Devon Avenue, between North Bell Avenue and North Kedzie Avenue for the period extending April 26 through April 29, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

**ALDERMAN STONE (50th Ward) And
ALDERMAN O'CONNOR (40th Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 36
BY ADDING NEW SECTION 36-23.1 REGULATING
TRANSPORTATION OF MEDICAL OR
INFECTIOUS WASTE ON
PUBLIC WAYS.

A proposed ordinance to amend Chapter 36 of the Municipal Code by adding thereto a new Section 36-23.1 defining various forms of medical or infectious waste and regulating the transportation of said materials along the public ways, which was *Referred to the Committee on Health*.

**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 TILLMAN (3rd Ward):

Church of God in Christ -- construction of a new facility on the premises known as 5653 -- 5659 South Union Avenue.

BY ALDERMAN HENRY (24th Ward):

Ogden Avenue Church of Christ -- construction of a new facility adjacent to existing structure on the premises known as 3604 West Ogden Avenue.

4/6/90

NEW BUSINESS PRESENTED BY ALDERMEN 890 14237

LICENSE FEE EXEMPTIONS:

BY ALDERMAN RUSH (2nd Ward):

Edison L. Hoard/Centers for New Horizons, Incorporated, Chicago Housing Authority, 3948 South State Street.

Ida B. Wells/Centers for New Horizons, Incorporated, Chicago Housing Authority, 3641 South Rhodes Avenue.

Stateway Gardens/Centers for New Horizons, Incorporated, Chicago Housing Authority, 3500 South State Street.

BY ALDERMAN TILLMAN (3rd Ward):

Centers for New Horizons, Incorporated, Robert Taylor Day Care Center/South, 5140 South Federal Street.

BY ALDERMAN CALDWELL (8th Ward):

South Shore Hospital Corporation, 8012 South Crandon Avenue.

BY ALDERMAN MADRZYK (13th Ward):

Good Shepherd Lutheran Church and School, 4200 West 62nd Street.

BY ALDERMAN JONES (20th Ward):

Woodlawn African Methodist Episcopal Church, 6456 South Evans Avenue.

BY ALDERMAN BUTLER (27th Ward):

Marillac House/Day Care Center, 2822 West Jackson Boulevard.

BY ALDERMAN NATARUS (42nd Ward):

Warren N. Barr Pavilion (Illinois Masonic Medical Center), 66 West Oak Street.

BY ALDERMAN EISENDRATH (43rd Ward):

Christopher House/Head Start Program and Day Care Center, 2507 North Greenview Avenue.

Grant Hospital of Chicago, 550 West Webster Avenue.

Little Sisters of the Poor Nursing Home, 2325 North Lakewood Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Home, 4950 North Ashland Avenue and 5025 North Paulina Street (3).

BY ALDERMAN M. SMITH (48th Ward):

Christopher House, 1100 West Lawrence Avenue.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN GUTIERREZ (26th Ward):

Union League Boy's and Girl's Clubs, 2715 West Crystal Street -- demolition lien fees.

BY ALDERMAN GILES (37th Ward):

Healing Temple Church of God in Christ, 803 -- 811 North Laverne Avenue and 4954 -- 4958 West Chicago Avenue -- demolition fees.

BY ALDERMAN STONE (50th Ward):

Misericordia Home, 6300 North Ridge Avenue -- annual fuel burning equipment inspection fee.

4/6/90

NEW BUSINESS PRESENTED BY ALDERMEN 14239

WATER RATE EXEMPTIONS:

BY ALDERMAN GILES (37th Ward):

One Lord Faith Church, 312 North Lavergne Avenue.

BY ALDERMAN STONE (50th Ward):

Bais Yaakov Hebrew Parochial School, 6110 North California Avenue.

WAIVER OF FEES:

BY ALDERMAN RUSH (2nd Ward):

For property located at 3535 South Indiana Avenue -- waiver of all existing liens held by City.

BY ALDERMAN KELLAM (18th Ward):

Emmanuel Baptist Church, 8333 South Damen Avenue -- waiver of boiler inspection fee.

New Holy Ghost Tabernacle Church, 8457 -- 8459 South Racine Avenue -- waiver of water charges.

BY ALDERMAN PUCINSKI (41st Ward):

Lutheran Children's Center, 8765 West Higgins Road -- waiver of day care license fee.

Norwood Park Home, 6016 North Nina Avenue -- waiver of annual license fee.

**APPROVAL OF JOURNALS OF
PROCEEDINGS.**

JOURNAL (March 21, 1990).

Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on March 21, 1990 at 9:30 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Correct* said printed Official Journal as follows:

Page 12743 -- by inserting the name "T. Evans" immediately preceding the name Bloom appearing in the second line from the top of the page.

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 (March 21, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 21, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Bloom moved to *Correct* said printed Official Journal as follows:

Page 13167 -- by deleting the name "Bloom" appearing in the third line from the top of the page.

Page 13167 -- by deleting the numerical vote total "48" appearing in the seventh line from the top of the page and inserting in lieu thereof "47".

Page 13167 -- by deleting the word "None" appearing in the eighth line from the top of the page and inserting in lieu thereof "Alderman Bloom -- 1".

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal, as corrected, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(February 7, 1990).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, February 7, 1990, as follows:

Page 11403 -- by deleting the word "Interoffice" appearing in the fifth line from the top of the page and inserting in lieu thereof the word "A".

Page 11403 -- by deleting the name "Merrill Lynch Teleport Technologies, Incorporated" appearing in the twelfth line from the top of the page and inserting in lieu thereof the name "Teleport Communications Chicago, Incorporated".

The motion to correct *Prevailed*.

Alderman Laurino then moved to *Correct* the printed Official Journal as follows:

Page 11535 -- by inserting the words "(Public Benefit)" immediately following the last word appearing in the eleventh line from the bottom of the page.

The motion to correct *Prevailed*.

(September 13, 1989).

Alderman Laurino moved to *Correct* the printed Official Journal of the regular meeting

held on Wednesday, September 13, 1989, as follows:

Page 4867 -- by inserting the words "for street cleaning purposes" immediately following the last word appearing in the ninth and twelfth lines from the top of the page.

The motion to correct *Prevailed*.

UNFINISHED BUSINESS.

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

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 March 21, 1990, pages 12924 through 13116, recommending that the City Council pass a proposed ordinance authorizing the issuance of City of Chicago Gas Supply Revenue Bonds, 1990 Series (The Peoples Gas Light and Coke Company Project) in an amount not to exceed \$75,000,000.00.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 42.

Nays -- Alderman Banks -- 1.

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

Alderman Burke then requested that the record reflect the passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 1:38 P.M.

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 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, buildings 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 for 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 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 costs 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. Authorizat on 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 the 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-

of the indentures has
of the City with the
and shall be attested
of the City

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 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 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.

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, and 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. Successor shall become fully vested with all the trust, power, control, and authority in all cases, liabilities and obligations of its predecessor and, notwithstanding that such predecessor shall, on the written request of the Trustee, execute and file **Redemption Of Bonds Before Maturity**, successor Trustee all the

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 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 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 "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 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 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; 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 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

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 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 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 Of 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 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.

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.

Category	Description
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

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:

4/6/90

UNFINISHED BUSINESS

14325

[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 the 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%.

Length Of Rate Period	Redemption Dates And Prices
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.

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, 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.

Issue check to:

Mail check to:

Name(s): _____
(Please Print)

Name(s): _____
(Please Print)

Address: _____
(Include Zip Code)

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 submit 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 connection 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.

"Unreturned 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:

and interest thereon.

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 as 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 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 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%.
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 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.

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 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 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 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 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 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. 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 not 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 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 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 the 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 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 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 the 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 (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.

(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 Of 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, 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.).

Category	Description
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, as 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 \$187,500.00.

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 income 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 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);]

(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

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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 "I"

Purchaser	Principal Amount Of Bonds
Shearson Lehman Hutton, Incorporated	\$ _____
Goldman, Sachs & Company	\$ _____
K. M. Independence Group, a division of Robert W. Baird & Company, Incorporated	\$ _____

EXECUTION OF LEASE AGREEMENT AT 4750 NORTH SHERIDAN
ROAD FOR MAYOR'S OFFICE OF EMPLOYMENT
AND TRAINING.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the *Journal of the Proceedings of March 21, 1990*, pages 13208 through 13217, recommending that the City Council pass a proposed ordinance authorizing the execution of a lease agreement at 4750 North Sheridan Road for the Mayor's Office of Employment and Training.

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

Yeas -- Aldermen Roti, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 41.

Nays -- Aldermen Tillman, T. Evans -- 2.

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 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 14443 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. The following provisions shall be added to the lease:
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 the 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 this 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 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 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 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.

[Exhibit "A" attached to this Rider printed on
page 14442 of this Journal.]

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 _____ as Lessor

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 A. D. 1980, date of occupancy whichever is later, and ending on the _____ day of _____ 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.

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. Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor'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 untenantable 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: _____ Assessee Corporation Comm. Assoc 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

EXECUTION OF LEASE AGREEMENT AT 4750 NORTH SHERIDAN
ROAD FOR DEPARTMENT OF HUMAN SERVICES

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of March 21, 1990, pages 13215 and 13218 through 13229, recommending that the City Council pass a proposed ordinance authorizing the execution of a lease agreement at 4750 North Sheridan Road for the Department of Human Services.

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

Yeas -- Aldermen Roti, Bloom, Steele, Beavers, Caldwell, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 41.

Nays -- Aldermen Tillman, T. Evans -- 2.

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 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 14455 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 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 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 14453 through 14454 of this Journal.]

Exhibit "B" attached to this Rider reads as follows:

Exhibit "B".

D.H.S. 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
Halls/new classrooms walls			
Entrance -- D.H.S.-Sheridan	18,330		
-- Lawrence entrance		4,908	
-- Lawrence D.H.S. passageway		2,262	
Plumber			
Rehab. handicapped access	7,365		5,000
D.H.S. adult restrooms	9,800	12,500	

 * 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
Additional restrooms *		\$5,000	\$8,000
Electrician	11,525	9,600	11,200
Air Conditioning			
D.H.S. increased capacity *	130,000		
Electrical support	19,945		
Demolition	<u> </u>	<u>1,000</u>	<u>850</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:

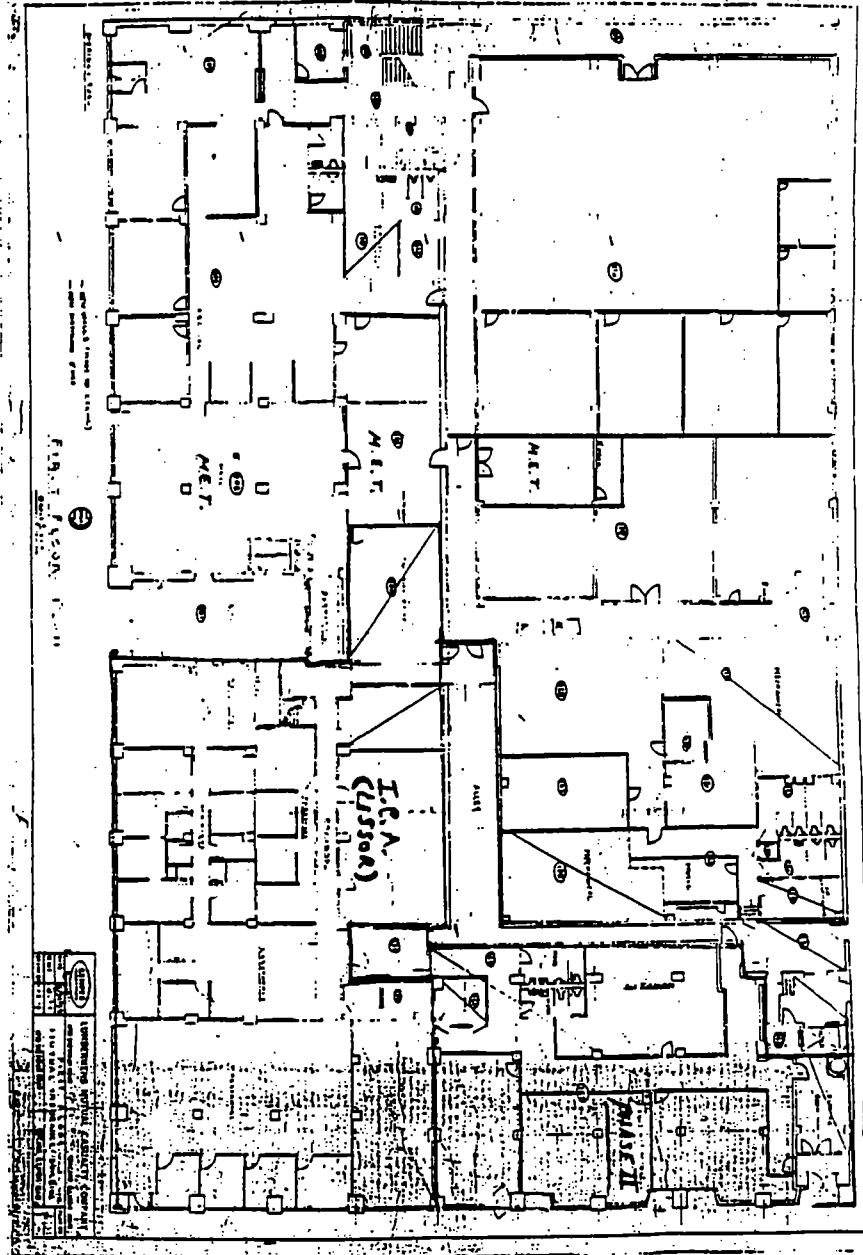
-- Buildout amount to be added to base price of \$9.53 per square foot with a standard 5% increase per year.

-- D.H.S. requested buildout of \$487,157.00 is \$3.09 per square foot if amortized over a 5 year lease.

* Estimated

EXHIBIT "A".

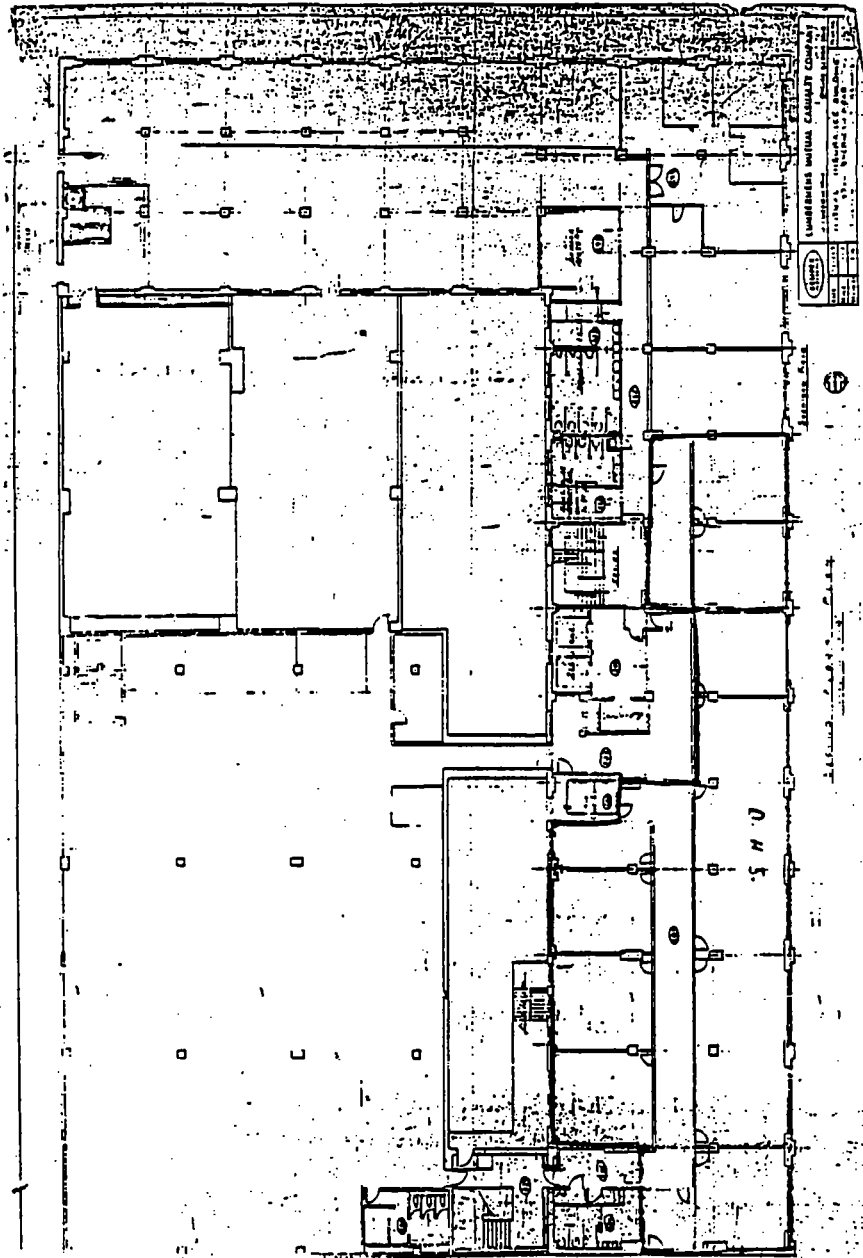
(Page 1 of 2)



FIRST FLOOR

EXHIBIT "A".

(Page 2 of 2)



SECOND FLOOR

LEASE-Short Form Lease No. 11025 Form C. O. No. 19 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 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 or date of occupation whichever is later. 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.

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. 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. Commissioner of Human Services

The Institute of Cultural Affairs/Ecumenical Institute - by Audrey M. Ayres, Secretary, Board of Director. By Commissioner of General Services

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. Michael Sundifu, Tour Coordinator for Freetown, Sierra Leone, West Africa;

Sixty students from Harper High School, accompanied by teachers Ms. Rosemary Walton and Ms. Clara Smith;

Thirty students from Our Lady of Victory School;

Thirty students from Sidney Sawyer Elementary School; and

Thirty-one students from Our Lady of the Wayside School in Arlington Heights, Illinois.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

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 Friday, the sixth (6th) day of April, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-fifth (25th) 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, Huels, Fary, Madrzyk, Burke, Carter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

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 April 2, 1990, which read as follows:

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 750 -- 752 East Bowen Avenue, which was authorized by ordinance passed June 29, 1989, page 1897, Council Journal.

Transmitted herewith nine (9) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 659 North Carpenter Street, which was authorized by ordinance passed June 29, 1989, pages 2623 -- 2624, Council Journal.

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1825 South Carpenter Street, which was authorized by ordinance passed June 14, 1989, page 1902, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 8844 South Cottage Grove Avenue, which was authorized by ordinance passed June 14, 1989, page 1906, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1447 South Hamlin Avenue, which was authorized by ordinance passed July 19, 1989, pages 3498 -- 3499, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3817 -- 3819 West Harrison Street, which was authorized by ordinance passed June 28, 1989, pages 2633 -- 2634, Council Journal.

Transmitted herewith four (4) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 916 North Honore Street, which was authorized by ordinance passed July 19, 1989, pages 3499 -- 3500, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1115 South Independence Boulevard, which was authorized by ordinance passed June 28, 1989, page 2637, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1214 -- 1224 South Kedzie Avenue/1215 -- 1225 South Sawyer Avenue, Parking Site 61, which was authorized by ordinance passed November 11, 1989, pages 6789 -- 6790, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 6952 South Michigan Avenue, which was authorized by ordinance passed June 28, 1989, pages 2647 -- 2648, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 6547 -- 6549 South Minerva Avenue, which was authorized by ordinance passed June 14, 1989, page 1916, Council Journal.

Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1814 South Normal Boulevard, which was authorized by ordinance passed June 28, 1989, pages 2649 -- 2650 Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1200 -- 1206 South Pulaski Road, which was authorized by ordinance passed June 28, 1989, page 2653, Council Journal.

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 2427 West Washburne Avenue, which was authorized by ordinance passed June 14, 1989, page 1917, Council Journal.

Transmitted herewith six (6) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1867 North Winnebago Avenue, which was authorized by ordinance passed June 14, 1989, pages 1919 -- 1920, Council Journal.

Transmitted herewith seven (7) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1347 North Wolcott Avenue, which was authorized by ordinance passed June 14, 1989, pages 1920 -- 1921, Council Journal.

On motion of Alderman Pucinski, the bids submitted with the foregoing communications were 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:

750 -- 752 East Bowen Avenue.

Harris Temple, A.O.H. Church of God, 741 East Bowen Avenue, Chicago, Illinois 60653: Amount bid \$6,500.00, deposit check \$650.00 (certified check).

659 North Carpenter Street.

Jeff Bowles, 949 West Armitage Avenue, Chicago, Illinois 60614: Amount bid \$16,200.00, deposit check \$1,620.00 (certified check);

Mark A. Paulsey, 116 North Willard Court, Chicago, Illinois 60607: Amount bid \$3,350.99, deposit check \$335.99 (certified check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$3,000.00, deposit check \$300.00 (certified check);

James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603: Amount bid \$5,460.00, deposit check \$546.00 (cashier's check);

John J. Quirke, 15151 Oak, Dolton, Illinois 60419: Amount bid \$2,851.00, deposit check \$285.10 (official check);

Leo Theodore, 1400 West Devon, Park Ridge, Illinois 60068 and Mark W. Paulik, 255 South Vine, No. C, Park Ridge, Illinois 60068: Amount bid \$25,100.00, deposit check \$2,510.00 (cashier's check);

C.O.S. Building Management, 3012 West Belmont Avenue, Chicago, Illinois: Amount bid \$25,251.00, deposit check \$2,525.15 (bank check);

John J. Haran, 5747 South Spaulding Avenue, Chicago, Illinois 60629: Amount bid \$6,000.00, deposit check \$600.00 (certified check);

Stephanie Graham, 5411 South Woodlawn Avenue, Chicago, Illinois 60615: Amount bid \$3,100.00, deposit check \$310.00 (bank check).

1815 South Carpenter Street.

Ronald Marasso, 2907 South Canal Street, Chicago, Illinois 60616: Amount bid \$4,001.00, deposit check \$402.00 (certified check);

James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603: Amount bid \$5,160.00, deposit check \$516.00 (cashier's check);

Charles J. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655: Amount bid \$5,628.00, deposit check \$563.00 (bank check).

8844 South Cottage Grove Avenue.

Alla Mae Stewart, 741 East 88th Place, Chicago, Illinois 60619: Amount bid \$9,000.00, deposit check \$900.00 (cashier's check);

New Bethlehem No. 4 Missionary Baptist Church, 8850 South Cottage Grove Avenue, Chicago, Illinois 60619: Amount bid \$1,500.00, deposit check \$150.00 (certified check).

1447 South Hamlin Avenue.

Lillie M. Mills, 1825 North Nagle Avenue, Chicago, Illinois 60635: Amount bid \$6,700.00, deposit check \$670.00 (official check).

3817 -- 3819 West Harrison Street.

Divine Tree of Life Church, 3837 West Harrison Street, Chicago, Illinois 60624: Amount bid \$5,700.00, deposit check \$570.00 (cashier's check).

916 North Honore Street.

James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603: Amount bid \$22,160.00, deposit check \$2,216.00 (cashier's check);

Mark J. Roberts, 3534 South Vernon, Brookfield, Illinois 60513: Amount bid \$30,500.00, deposit check \$3,050.00 (certified check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659 and Constantine Kanavos, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$14,400.00, deposit check \$1,440.00 (cashier's check);

Thomas Hahn, Corporation for Open Lands, 220 South State Street, Suite 1880, Chicago, Illinois 60604: Amount bid \$1,000.00, deposit check \$100.00 (certified check).

1115 South Independence Boulevard.

Wallace E. Johnson, 939 North Grove, Oak Park, Illinois 60302: Amount bid \$4,400.00, deposit check \$440.00 (cashier's check).

*1214 -- 1224 South Kedzie Avenue/
1215 -- 1225 South Sawyer Avenue.
(Parking* Site Number 61)*

Betty Wilson, 3123 1/2 West Douglas Boulevard, Chicago, Illinois 60624: Amount bid \$38,502.00, deposit check \$3,850.20 (cashier's check);

Cecil C. Butler, 1111 South Homan Avenue, Chicago, Illinois 60624: Amount bid \$45,100.00, deposit check \$4,510.00 (cashier's check).

6952 South Michigan Avenue.

Helen M. Thomas, 6954 South Michigan Avenue, Chicago, Illinois 60637: Amount bid \$5,100.00, deposit check \$510.00 (cashier's check).

6547 -- 6549 South Minerva Avenue.

Julia Carr, 6543 South Minerva Avenue, Chicago, Illinois 60637: Amount bid \$7,500.00, deposit check \$750.00 (cashier's check).

1814 South Normal Boulevard.

James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603: Amount bid \$5,360.00, deposit check \$536.00 (cashier's check);

Insoo Chin, 1233 Hillside Drive, Northbrook, Illinois 60062: Amount bid \$7,500.00, deposit check \$750.00 (cashier's check);

4/6/90

MISCELLANEOUS BUSINESS

14463

Ronald Marasso, 2907 South Canal Street, Chicago, Illinois 60616: Amount bid \$5,501.00, deposit check \$551.00 (certified check).

1200 -- 1206 South Pulaski Road.

Steven Dukatt, 739 Ivy Lane, Glencoe, Illinois 60022: Amount bid \$31,113.13, deposit check \$3,113.13 (cashier's check).

2427 West Washburne Avenue.

Ollie Mae Harrison, 2429 West Washburne Avenue, Chicago, Illinois 60608: Amount bid \$1,200.00, deposit check \$300.00 (cashier's check).

1867 North Winnebago Avenue.

William H. Lauria, 1834 North Damen Avenue, Chicago, Illinois 60647: Amount bid \$3,228.90, deposit check \$322.89 (cashier's check);

Larry K. Kraut, 5638 West Pershing Road, Cicero, Illinois 60650: Amount bid \$3,302.00, deposit check \$331.00 (cashier's check);

Luis Puig, 1881 North Winnebago Avenue, Chicago, Illinois 60647: Amount bid \$5,000.00, deposit check \$500.00 (cashier's check);

Barry W. Koller, doing business as Koller-Oven Construction, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$6,300.00, deposit check \$630.00 (cashier's check);

Marvin Sperling, 9215 North Kedvale, Skokie, Illinois 60076: Amount bid \$9,100.00, deposit check \$910.00 (money order);

James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois: Amount bid \$5,160.00, deposit check \$516.00 (cashier's check).

1347 North Wolcott Avenue.

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659 and Constantine Kanavos, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$12,240.00, deposit check \$1,224.00 (cashier's check);

Barry W. Koller, doing business as Koller-Oven Construction, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$16,300.00, deposit check \$1,630.00 (cashier's check);

Jeff Bowles, 949 West Armitage Avenue, Chicago, Illinois 60614: Amount bid \$18,001.00, deposit check \$1,800.10 (certified check);

James G. Haft, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603: Amount bid \$17,660.00, deposit check \$1,766.00 (cashier's check);

American Syndication & Management Corporation, 5225 Old Orchard Road, Suite 24B, Skokie, Illinois 60077: Amount bid \$17,000.00, deposit check \$1,700.00 (cashier's check);

John L. Kirkwood, 5 South Greenwich Lane, Geneva, Illinois 60134: Amount bid \$22,500.00, deposit check \$2,250.00 (official check);

Jeannine Boyum, 575 West Madison Street, No. 1209, Chicago, Illinois 60606 and Alan P. George, 575 West Madison Street, No. 2809, Chicago, Illinois 60606: Amount bid \$25,010.00, deposit check \$2,501.00 (official 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 Wednesday, April 25, 1990, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.