

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

COPY



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

Regular Meeting--Wednesday, April 25, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone.

Absent -- Aldermen Rush, Madrzyk, Butler, O'Connor.

Call To Order.

On Wednesday, April 25, 1990 at 11:20 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Shaw, Vrdolyak, Huels, Fary, Burke, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, E. Smith, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 35.

Quorum present.

Invocation.

Dr. Loretta Reid, Assistant Minister, Grant Memorial Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Rules Suspended -- MONTH OF MAY, 1990 DESIGNATED "ASIAN
AMERICAN HERITAGE MONTH IN CHICAGO".

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution designating May, 1990,
as Asian American Heritage Month in Chicago.

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, Asian Americans have contributed to the history and culture of the United
States for over a century; and

WHEREAS, Following the 1965 reforms of the immigration laws for Asia and other non-
European regions, Asians have come to America and the City of Chicago in ever-increasing
numbers, becoming the nation's fastest growing racial group; and

WHEREAS, Asian immigrants experienced prejudice and discrimination when they arrived in our country in the 19th century, yet they have persevered in their attempts to establish families, homes and productive communities; and

WHEREAS, Asian American communities, despite clear successes, continue to face pressing needs for housing, education and jobs as well as encountering discrimination and language barriers in their efforts to become part of American society; and

WHEREAS, Asian Americans have distinguished themselves in virtually every area of professional and academic endeavor, contributing significantly to American business, art, government, medicine and technology; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, do hereby resolve the month of May, 1990, to be Asian American Heritage Month In Chicago and urge all citizens to recognize the outstanding contributions the Asian American community has made to the City of Chicago and the nation.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Referred -- REAPPOINTMENT OF MR. WILLIAM C. BARTHOLOMAY
AS COMMISSIONER OF CHICAGO PARK DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1990.

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

LADIES AND GENTLEMEN -- I hereby reappoint William C. Bartholomay as a Commissioner of the Chicago Park District for a term ending April 25, 1995.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MR. TIMOTHY J. JOHNS AS
MEMBER OF PERSONNEL BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Timothy J. Johns as a member of the Personnel Board of the City of Chicago for a term ending July 19, 1994.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193,
SECTION 193-32 BY RESTRICTING HUNTING IN
AREA OF WOLF LAKE AND
LAKE CALUMET.

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 25, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance amending Section 193-32 of the Municipal Code to restrict hunting in the area of Wolf Lake and Lake Calumet.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT
FOR REPAIR OF SUBSTANDARD BRIDGE MOTORS AT
VARIOUS LOCATIONS.

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 25, 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 execution of a City/State Project Agreement with the State of Illinois for the repair of substandard bridge motors at various locations throughout the City of Chicago at a cost not to exceed \$650,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH
CHICAGO THEATER GROUP, DOING BUSINESS AS THE
GOODMAN THEATER, TO PROVIDE FOR HISTORIC
RENOVATION AND REHABILITATION OF
HARRIS-SELWYN THEATERS IN
BLOCK 35, NORTH LOOP
REDEVELOPMENT
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 25, 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 Planning, I transmit herewith an ordinance authorizing the City to execute the redevelopment agreement referred to as "Block 35, North Loop Project Redevelopment Agreement, Chicago Theater Group, doing business as The Goodman Theater" providing in part for the historic renovation and rehabilitation of the Harris-Selwyn Theaters.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AMENDED AND RESTATED BLOCK 35,
NORTH LOOP PROJECT REDEVELOPMENT AGREEMENT TO
REFLECT DONATION OF SELWYN-HARRIS THEATERS
TO CITY BY LINPRO CHICAGO LAND
LIMITED PARTNERSHIP.

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 25, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning, I transmit herewith an ordinance authorizing the City to execute the redevelopment agreement referred to as "Amended and Restated Block 35, North Loop Project Redevelopment Agreement" reflecting the donation of the Selwyn-Harris Theaters to the City of Chicago by the Linpro Chicago Land Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
FOR CITY'S FISCAL YEAR 1990 ALLOCATION
UNDER RENTAL REHABILITATION
PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Mayor, on behalf of the City of Chicago, to submit to the United States Department of Housing and Urban Development an application to receive the City's Fiscal Year 1990 allocation under the Rental Rehabilitation Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO ILLINOIS
DEPARTMENT OF COMMERCE AND COMMUNITY
AFFAIRS FOR FUNDING OF WEATHERIZATION
PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of an application with the Illinois Department of Commerce and Community Affairs for funds for the City of Chicago's Weatherization Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO ILLINOIS
DEPARTMENT OF TRANSPORTATION UNDER
OPERATION GREENLIGHT PROGRAM TO
OBTAIN FUNDS FOR SOUTHWEST
TRANSIT PARK-AND-RIDE
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 25, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the Mayor to file an application for up to \$1,500,000 from the Illinois Department of Transportation under its Operation Greenlight Program, and to execute grant contracts in connection therewith for the purpose of obtaining funds for the Southwest Transit Park-And-Ride Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO ILLINOIS
DEPARTMENT OF TRANSPORTATION TO RECEIVE
GRANT FUNDS FOR DOWNTOWN BUS
LAYOVER 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 25, 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 execution of an application with the Illinois Department of Transportation to receive grant funds for the Downtown Bus Layover Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CONTRACTS FROM URBAN MASS
TRANSPORTATION ADMINISTRATION UNDER SECTION
EIGHT PLANNING PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 25, 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 the Mayor to execute grant contracts for \$3,952,500 from the Urban Mass Transportation Administration under its Section 8 Planning Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF APPLICATION TO ILLINOIS
DEPARTMENT OF TRANSPORTATION TO RECEIVE
GRANT FUNDS FOR LAKE/WELLS TRANSFER
DEARBORN 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 25, 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 execution of an application with the Illinois Department of Transportation to receive grant funds for the Lake/Wells Transfer-Dearborn Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF AMENDMENT TO GRANT AGREEMENT
WITH FEDERAL AVIATION ADMINISTRATION FOR ADDITION
OF TWO GUARD SHACKS 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 25, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing execution of an amendment to a grant agreement between the City of Chicago and the Federal Aviation Administration for the addition of two guard shacks at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL GIVEN TO DESIGNATION OF
LINCOLN-BELMONT-ASHLAND 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 25, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning, I transmit herewith an ordinance approving the designation of the Lincoln-Belmont-

Ashland Blighted Commercial Area. The Commercial District Development Commission approved this action on February 20, 1990.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REVISION OF PROCEDURES FOR SALE OF VACANT
CITY-OWNED LAND TO BE LET BY PUBLIC BID.

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 25, 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 to revise the procedures for sale of vacant city-owned land to be let by public bid.

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

Copies of resolutions adopted by the Chicago Plan Commission on April 12, 1990, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

Department Of General Services, Real Property Section.

Disposition Of Vacant City-Owned Property.

Referral Number	Address
89-196-02	1241 -- 1245 West Lawrence Avenue/4752 -- 4758 North Magnolia Avenue
89-197-02	1237 -- 1251 West Wilson Avenue/4550 -- 4558 North Magnolia Avenue
90-069-02	5041 North Winthrop Avenue
90-070-02	1059 West Cornelia Avenue
90-071-02	6363 -- 6365 South Ellis Avenue
90-073-02	624 -- 626 West 61st Street
90-075-02	1637 North California Avenue
90-076-02	1871 North Winnebago Avenue
90-078-02	16 -- 18 North Kedzie Avenue
90-079-02	2859 West Washington Boulevard/49 North Francisco Avenue

Referral Number	Address
90-080-02	3810 West Ogden Avenue
90-081-02	501 South Western Avenue
90-082-02	2602 West 24th Street
90-083-02	3931 South Wells Street
90-084-02	4140 -- 4142 South Wentworth Avenue
90-085-02	4719 -- 4721 South Ingleside Avenue
90-086-02	1954 -- 1958 West 87th Street/8657 South Damen Avenue
90-088-02	2618 West Haddon Street
90-089-02	3400 South Western Avenue
90-090-02	3651 South Indiana Avenue
90-091-02	3661 -- 3667 South Indiana Avenue
90-092-02	4743 South Langley Avenue
90-093-02	638 -- 644 West 61st Street
90-094-02	1549 -- 1551 East 65th Street
90-097-02	7231 South Yale Avenue
90-098-02	Disposition of 25 Parcels Under Provisions of the Adjacent Neighbors Land Acquisition Program, Phase XXIII: 6737 South Bishop Street 8920 South Burley Avenue 1849 South Central Park Avenue 7038 South Green Street 2729 West Jackson Boulevard 7514 South Kenwood Avenue

4/25/90

COMMUNICATIONS, ETC.

14487

Referral Number

Address

5359 South Laflin Avenue

404 North Lockwood Avenue

3822 West Lexington Street

7804 South Normal Avenue

3252 West Polk Street

5343 South Shields Avenue

1836 South Springfield Avenue

4231 South St. Lawrence Avenue

7226 South University Avenue

7228 South University Avenue

7229 South University Avenue

4027 South Vincennes Avenue

4117 South Wabash Avenue

11923 South Wallace Avenue

3327 West Walnut Street

1264 North Wolcott Avenue

3508 West 12th Place

638 West 43rd Street

1322 West 109th Street

90-102-02

6422 -- 6424 South Kimbark Avenue

Department Of Public Works.

Referral Number	Proposal
90-068-06	East 95th Street Roadway and Viaduct Clearance Improvements -- Colfax to Chicago Avenues
90-072-06	West Madison Street Improvement -- Western Avenue to Halsted Street
90-100-06	3300 and 3330 South Kedzie Avenue and 3730 West North Avenue -- Roadway and Viaduct Clearance Improvements

Department Of Planning.

Referral Number	Proposal
90-074-21	Designation of Lincoln-Belmont-Ashland as a Blighted Commercial District Area

Department Of Economic Development.

Referral Number	Proposal
90-101-20	95th Street/South Stony Island Avenue -- Tax Increment Redevelopment Project and Plan

Chicago Public Library.

Referral Number	Proposal
90-099-10	Expansion of Existing North Austin Branch Library Site to Include Property at 5708 -- 5718 West North Avenue.

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

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

[Voucher payments printed on page 14490 of this Journal.]

Placed On File -- CITY COMPTROLLER'S QUARTERLY
REPORTS FOR PERIOD ENDED MARCH 31, 1990.

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

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended March 31, 1990;

Statement of Funded Debt as of March 31, 1990;

City of Chicago Corporate Fund: Statement of Floating Debt as of March 31, 1990.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on April 6, 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 25, 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 April 6, 1990, published by authority of the City Council, in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

PERSONAL SERVICES PAID BY VOUCHERS MARCH, 1990

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		MARCH 1990
Steve Smith	4550 N. Clarendon	Aviation	Dir Con Compliance	740	3,084.00	P/M	3,084.00
Villanova, Marshall	7036 S. Fairfield	"	Adm. Asst. II	"	2,025.00	P/M	1,933.00
Beckley, Shelby	12236 S. Peoria	Fire	Fireman	100	81.86	B/P	81.86
Carroll, James	3338 W. 110th	"	"	"	8,199.75	B/P	8,199.75
Doyle, Daniel	3505 W. 115th	"	"	"	11,571.15	B/P	11,571.15
Gaska, Joseph	6104 S. Natchez	"	"	"	7,428.75	B/P	7,428.75
Gomez, Christopher	1722 W. 33rd.	"	"	"	6,657.12	B/P	6,657.12
Harris, Dennis	9212 S. Lowe	"	"	"	6,289.50	B/P	6,289.50
Halvorsen, Milton	5312 S. Sawyer	"	"	"	8,619.00	B/P	8,619.00
Kuknyo, James	8511 S. Rockwell	"	"	"	7,176.00	B/P	7,176.00
Lawrence, Ann	2229 W. Fletcher	"	Paramedic	"	6,934.00	B/P	6,934.00
O'Sullivan, Peter	3254 W. 67th	"	Fireman	"	674.72	B/P	674.72
Silhan, Jeffrey	10760 S. Hoyne	"	"	"	142.23	B/P	142.23
Jones, Shari	1834 W. 107th	Hum. Relations	Consultant	"	1,637.00	P/M	3,275.00
Ratliff, Troy	5217 E. University	Inspectional Services	Asst. Comm. II	"	5,154.00	B/P	1,717.98
Larkin, John	345 W. Fullerton	Inquiry & Info.	Adm. Asst. II	"	12.91	P/H	816.56
Scott, Charles	P. O. Box 7579	"	"	"	12.91	P/H	2,055.92
Burke, Patrick	4343 N. Clarendon	Police	Policeman	"	14,662.38	B/P	14,662.38
Butler, Maxine	10850 S. Edbrooke	"	Prin. Typist	"	3,406.00	B/P	3,406.00
Cobb, William	12139 S. Ashland	"	Policeman	"	10,105.18	B/P	10,105.18
Davis, Robert	9052 S. Ashland	"	"	"	923.25	B/P	923.25
McGrath, Thomas	7008 N. Oriole	"	"	"	2,677.00	B/P	2,677.00

**Miscellaneous Communications, Reports, Et Cetera, Requiring
Council Action (Transmitted To City Council
By City Clerk).**

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

Applications (in triplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Thomas Birt c/o John J. Pikarski, Jr. -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 11-M bounded by:

the alley next north of West Montrose Avenue; North Menard Avenue; West Montrose Avenue; and a line 50 feet west of and parallel to North Menard Avenue.

Everbury Partners -- to classify as a C1-3 Restricted Commercial District instead of an M2-5 General Manufacturing District the area shown on Map No. 3-G bounded by:

West Evergreen Avenue; the alley next east of and parallel to North Kingsbury Street; a line 300 feet south of West Evergreen Avenue; and North Kingsbury Street.

Barth A. Gianfortune c/o John Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 11-P bounded by:

a line 90 feet south of and parallel to West Grace Street; North Pontiac Avenue; a line 180 feet south of and parallel to West Grace Street; and the alley next west of North Pontiac Avenue.

Thomas J. Heck, III -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 11-M bounded by:

a line 311.5 feet north of and parallel to West Eastwood Avenue; a line 463.50 feet west of and parallel to North Austin Avenue; West Eastwood Avenue; and a line 523.50 feet west of and parallel to North Austin Avenue.

Inter-Track Partners -- to classify as a C3-5 Commercial-Manufacturing District instead of a C2-3 General Commercial District and an M3-3 Heavy Manufacturing District the area shown on Map No. _____ bounded by:

a line 50 feet south of and parallel to the south line of East 112th Street (as extended); South Doty Avenue west; a line 20 feet south of and parallel to the north line of East 113th Street (as extended); and South Corliss Avenue.

L & M Riverbend Venture -- to classify as a Residential-Business Planned Development instead of Residential-Business Planned Development No. 445 and Residential-Business Planned Development No. 471 the area shown on Map No. 1-F bounded by:

a line 749.38 feet north of West Lake Street; a line along a curve beginning at a point 16.10 feet east of the east line of North Canal Street and proceeding southeastwardly along the arc of a circle, convex to the northeast, tangent to the last described line and having a radius of 11.00 feet for a distance of 15.94 feet to a point of tangency with a straight line, bearing south 07 degrees, 04 minutes, 28 seconds east from a point on the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue which is 20.15 feet (as measured along the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue) east of the east line of North Canal Street; a line from the terminus of the last described line extending in a northwestwardly direction for a distance of 56.05 feet to a point along the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue, 20.15 feet east of the east line of North Canal Street (as measured along the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue); the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue; a line 64.36 feet east of the east line of North Canal Street; a line 3.68 feet south of the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue; the Chicago River; West Lake Street; and North Canal Street, except that portion of the foregoing property lying above a horizontal plane 12.55 feet above Chicago City Datum and contained within the vertical projection of the following described property:

beginning at a point along the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue, 20.15 feet east of the east line of North Canal Street; then south 07 degrees, 04 minutes, 28 seconds east, a distance of 70.02 feet; then north 82 degrees, 55 minutes, 32 seconds east, a distance of 60.16 feet; then north 07 degrees, 04 minutes, 28 seconds west, a distance of 55.67 feet; then north 87 degrees, 04 minutes, 20 seconds west, a distance of 17.53 feet; then north 02 degrees, 55 minutes, 40 seconds east, a distance of 3.68 feet to the south line of the north 3.00 feet of the south half of vacated West Carroll Avenue; and then 87

degrees, 04 minutes, 20 seconds west, a distance of 44.21 feet to the point of beginning.

Joseph P. Marchetti -- to classify as a C1-4 Restricted Commercial District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 1-G bounded by:

West Erie Street; North Halsted Street; the northerly right-of-way line of the Ohio Street Expressway; and North Milwaukee Avenue.

Terese Pasiewicz -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 12-L bounded by:

a line 77.55 feet north of West 54th Street; a line 225 feet east of South Long Avenue; West 54th Street; and a line 100 feet east of South Long 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 Paul and Marie Bennici, Allstate Insurance Company (10) Michael Clifford, Aland Imelda Duyungan, Patricia Leonard, Agapito Llamas, Lucy O'Neal Bella Raslin, Ruth Rockhold, John Sabala, Marie Watson and Luticia A. Wright, American Country Insurance Company and Yellow Cab Company, American Family Insurance and Trifone Contacessi, American Service Insurance Company and Robert Mathis, Jr.;

Baird & Company, Bandringa Chicagoland Claims Service, Inc. and Automobile Association of America, Barry Plaza Associates, Ltd., Been Karl, Benavides Nancy L., Beverly Georgia A., Bhatia Girish, Blue Cab Company, Bodie Elizabeth, Brannon Richard A., Bryant Jr. John L., Burditt, Bowles & Radzius Chtd.;

Candia Christopher, Carothers Drew, Chatman Millicent, Chavez Rosa E., Chisholm John H., Claahsen Mildred, Coker Derrick, Consulate General of Peoples Republic of China, Conway Ozell, Czarnik Paul M.;

Dickson Louis M., Dumetz Jerome A.;

Emmons Elvis and Cleoria, Estelle Katherine B., Eveland Garford W.;

Farmer Daniel, Forest Preserve District of Cook County, Foster Bettie G., Freund Can Company, Frost Evelyn;

Gasparo Therese, Gichinga Shirley S., Gifford Angela D., Goldsmith Henry, Groenemeyer Elvin;

Hobe Louis J., Holness Terry T., Hudson Shirley, Hyde Walter;

Ifergan Charles, Inwang Rosie;

Jackson Maggie, Jafar Jamih, Janea Beltran and Rufina, Jay Kay Auto Body, Johns Pete, Johnson Derrick, Johnson Laura, Jones Alma C., Jones Zipporah L.;

Kamieniecki Alexander S., Kanter Janis, Karner Alison, Karnick James Emmett, Kim Young, King Leilani, Klooster Nina, Knapp Jr., John, Kolk Matthew;

Leonczynski Boguslaw, Little George P., Lubomski Joseph L.;

Marcus Leonard, Maryville Condo Association, Massingale Rochelle M., McBride Amos, McDonough Florence E., McNamara Edward P., Messmore Eugene, Mitchell Steve, Mundy Gwendolyn;

Nadia Food and Liquors, Nevler Leda, Newkirk Robert G., Northland Insurance Company (2) Ralph Moyle, Incorporated and Wager Transfer, Incorporated;

O'Donnell William M., Olszowka Barbara, Omar Ruby H., Oria Maxine G.;

Pacerno Sharon L., Partyka Susan T., Pastorelli Philip, Pawlak Joseph C., Peoples Gas Light and Coke Company (28), Perez Jose C., Podczewinski Richard, Prairie Thomas L., Prieto Sandra, Purnell Louisa;

Reid William W., Robinson Claudine, Rodriguez Maria S., Rossini Edmund J., Rouzan James P., Ryan Kimie;

Safeway Insurance Company and Abonce Hipolito, Salinas Mario, Samett Evan J., Sapir Ira N., Simonovich Albert, Starks Leon, State Farm Insurance Companies (4) Christine Fahey, Marvin Moyer, James Samock and Kimberly Yeamas, Stein Robert M., Steinmetz Wendy, Strauss Sherwin L.;

Throw Albert, Torres Hector, Torres Mercedes, Travelers Insurance Company and Sharon Hochel, Treter Matthew R., Tyte Property Management;

Vantor Daniel, Vargas Roberta E.;

Walker Nancie, Weininger Yolanda, Welch Lois, Wexler Barry J., Williams Berwin, Wilson Stacey L., Winfrey Barbara, Winter Jeffrey, Wrancher Avis;

Zibolski Kevin.

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

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

Referred-- RECOMMENDATION BY COMMISSION ON CHICAGO
LANDMARKS FOR DESIGNATION OF CARBIDE AND
CARBON BUILDING AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of April 6, 1990, transmitting the recommendation that the Carbide and Carbon Building be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

**ADJUSTMENT OF SCHEDULED RATES FOR CITY-OWNED
PARKING FACILITY NUMBER FORTY-FOUR LOCATED
AT 5230 SOUTH LAKE PARK AVENUE.**

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance establishing the schedule of parking rates in the city-owned parking facility located at 5230 South Lake Park Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to a meeting with Alderman T. Evans and members of the community, the Commissioner of Public Works has recommended the following schedule of rates for parking fees in certain City-owned parking facilities; and

WHEREAS, The parking rate adjustments are recommended to increase the use of mass transportation and reduce the level of auto emission pollutants; and

WHEREAS, The proposed rates are the result of an extensive survey of parking lot rates conducted by the Bureau of Parking Management; now, therefore,

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

SECTION 1. The schedule of rates for the parking facility located at 5230 South Lake Park Avenue, Chicago, Illinois, known as Facility Number 44, submitted by the Commissioner of Public Works is as follows:

		Net	With Tax
Daily	Up To 0.5 Hours	\$.10	\$1.00
	.5 to 1 Hour	.30	1.20
	1 to 2 Hours	.70	1.60
	2 to 3 Hours	1.10	2.00
	3 to 4 Hours	1.70	2.60
	4 to 5 Hours	2.30	3.20
	5 to 6 Hours	3.10	4.00
	6 to 7 Hours	3.60	4.50
	7 to 24 Hours	4.10	5.00
Monthly		\$42.00	\$60.00

SECTION 2. That this ordinance shall be effective by and from its date of passage.

PROPERTY LOCATED AT 365 WEST PERSHING ROAD
 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 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 365 West Pershing Road,

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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said resolution as adopted:

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

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

WHEREAS, Michael's Cooperage Company, Incorporated has manufactured fiber drums and other industrial containers in the City of Chicago for more than 40 years; and

WHEREAS, A portion of Michael's Cooperage Company, Incorporated's manufacturing facilities at 380 West Pershing Road was taken in eminent domain in proceedings for the construction of the new Chicago White Sox Stadium, which taking has necessitated the construction of new and adjacent facilities as replacement thereof or in the alternative, Michael's Cooperage Company, Incorporated would have been required to relocate its entire facility to another place; and

WHEREAS, Substantial real estate tax incentives are necessary to allow Michael's Cooperage Company, Incorporated to build a new facility adjacent to its existing Pershing

Road facility at a cost comparable to that which would prevail outside of Cook County or outside of the State of Illinois; and

WHEREAS, Substantial real estate tax incentives are also needed in order to keep the occupancy costs of Michael's Cooperage Company, Incorporated's facilities comparable to the occupancy costs incurred by the company prior to the aforesaid condemnation of a portion of its manufacturing facilities; and

WHEREAS, The owners of Michael's Cooperage Company, Incorporated have acquired a vacant parcel of land consisting of approximately 100,000 square feet at 365 West Pershing Road in Chicago, across the street from its remaining existing facilities and propose to construct a 60,000-foot manufacturing facility thereon at a cost of approximately \$1,400,000 provided that they obtain sufficient real estate tax incentives and other economic incentives to make occupancy costs of the combined new and old premises reasonably comparable to the occupancy costs incurred by the company prior to the said condemnation; and

WHEREAS, The proposed construction site is located entirely within Enterprise Zone 2 within the City of Chicago; and

WHEREAS, The proposed construction work and use of the subject project will provide significant present and future employment, both temporary and permanent; and

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

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

SECTION 1. The City of Chicago has determined that the incentive provided by the said Class 6(b) Tax Incentive Ordinance is necessary for the said development to occur on the subject property; and

SECTION 2. The City of Chicago, Illinois, hereby supports and consents to the Class 6(b) application and approves the classification of the subject property as Class 6(b) property pursuant to the Cook County Real Property Classification Ordinance and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 20-04-200-030 (affects other property); and

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

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

AMENDMENT OF MUNICIPAL CODE BY REPEALING CHAPTER
200.6 IN ITS ENTIRETY AND AMENDING CHAPTER 132,
VARIOUS SECTIONS, TO ESTABLISH PROVISIONS
AND DETAILS FOR COLLECTION AND
ENFORCEMENT OF HOME RULE
MUNICIPAL RETAILERS'
OCCUPATION TAX.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance amending Chapter 132 of the Municipal Code of the City of Chicago concerning the Home Rule Municipal Retailers' Occupation Tax, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The "Home Rule Municipal Retailers' Occupation Tax Act" authorizes the imposition of a tax on all persons engaged in the business of selling tangible personal property at retail in a municipality subject to the limitations contained in the Act; and

WHEREAS, The "Home Rule Municipal Service Occupation Tax Act" authorizes the imposition of a tax on all persons engaged in the business of making sales of service in a municipality at a rate equivalent to the rate of tax imposed by a municipality pursuant to the "Home Rule Municipal Retailers' Occupation Tax Act"; and

WHEREAS, The City is desirous of imposing the taxes permitted by these Acts and providing the details of collection and enforcement thereof; now, therefore,

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

SECTION 1. Chapter 132 of the Municipal Code of Chicago is hereby amended by repealing Sections 132-1 and 132-2 in their entirety and adding new Sections 132-1 and 132-2 to read as follows:

132-1. (a) A tax is hereby imposed upon all persons engaged in the business of selling tangible personal property, other than tangible personal property titled or registered with an agency of Illinois government, at retail in the City of Chicago, pursuant to the Home Rule Municipal Retailers' Occupation Tax Act, at the rate of 1% of the gross receipts from such sales made in the course of such business.

(b) The tax imposed by this section shall not be applicable to or imposed upon, sales of the following items:

- (i) Food for human consumption which is to be consumed off the premises where it is sold, except that alcoholic beverages, soft drinks and food which has been prepared for immediate consumption shall be subject to the tax imposed hereunder; and*
- (ii) Prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.*

(c) Nothing in this section shall be construed to impose a tax upon the privilege of engaging in any business which under the Constitution of the United States may not be made the subject of taxation by the State of Illinois or any political subdivision thereof.

132-2. Pursuant to the Home Rule Municipal Retailers' Occupation Tax, the tax imposed by Section 132-1 of this chapter and all civil penalties that may be assessed as an incident thereof, shall be collected and enforced by the Department of Revenue of the State of Illinois. The City hereby delegates to the Illinois Department of Revenue, its directors, officers, agents and employees, full power and authority to collect all sums due to the City

on its behalf, to administer and enforce all provisions of Sections 132-1 and 132-2 without further authorization of the City, its officers, agents or employees.

SECTION 2. Chapter 132 of the Municipal Code of Chicago is hereby amended by repealing Sections 132-43 and 132-44 in their entirety and adding new Sections 132-43 and 132-44 to read as follows:

132-43. (a) A tax is hereby imposed upon all persons engaged in the City of Chicago in the business of making sales of service at the rate of 1% of the selling price of all tangible personal property transferred by such servicemen either in the form of tangible property or in the form of real estate as an incident to a sale of service.

(b) The tax by this section shall not be applicable to or imposed upon sales of the following items:

- (i) Food for human consumption which is to be consumed off the premises where it is sold, except that alcoholic beverages, soft drinks and food which has been prepared for immediate consumption shall be subject to the tax imposed hereunder; and*
- (ii) Prescription and nonprescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics.*

(c) Nothing in this section shall be construed to impose a tax upon the privilege of engaging in any business which under the Constitution of the United States, may not be made the subject of taxation by the State of Illinois or any political subdivision thereof.

132-44. Pursuant to the Home Rule Municipal Service Occupation Tax Act, the tax imposed by Section 132-43 of this chapter, and all civil penalties that may be assessed as an incident thereof, shall be collected and enforced by the Department of Revenue of the State of Illinois. The City hereby delegates to the Illinois Department of Revenue, its directors, officers, agents and employees, full power and authority to collect all sums due to the City on its behalf, to administer and enforce all provisions of Sections 132-43 and 132-44 without further authorization of the City, its officers, agents or employees.

SECTION 3. The Municipal Code of Chicago is hereby amended by repealing Chapter 200.6 in its entirety.

SECTION 4. Nothing contained in Sections 1, 2 and 3 of this ordinance shall be construed as abating any action now pending under or by virtue of Chapter 132, Sections 132-1, 132-2, 132-43, 132-44 and Chapter 200.6 herein repealed; or as discontinuing, abating, modifying or altering any tax, interest or penalty accrued or to accrue, or as

affecting the liability of any person or as waiving any right of the city under any provision listed above existing as of August 31, 1990.

SECTION 5. If any provision, clause, sentence or paragraph of this ordinance or the application thereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 6. The City Clerk is hereby directed to file by delivery or certified mail a certified copy of this ordinance with the Director of the Illinois Department of Revenue on or before June 1, 1990.

SECTION 7. This ordinance shall take effect on September 1, 1990, except that Section 6 of this ordinance shall take effect upon passage.

EXECUTION AND SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR INSTALLATION OF COMPUTER-
CONTROLLED CARD ACCESS SECURITY SYSTEM AT
CHICAGO MIDWAY AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 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 security projects at Chicago Midway Airport, in the amount of \$6,901,041, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schalter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Transportation, through the Federal Aviation Administration (the "F.A.A.") has grant funds available to assist states and municipalities in the improvement of air navigation facilities; and

WHEREAS, It is necessary and desirable that the City of Chicago (the "City") apply to the F.A.A. for a grant in the amount of \$5,175,784.00 (the "F.A.A. Grant") to assist in the design, construction and installation of a computer- controlled card access security system for the Chicago Midway Airport (the "Project"); and

WHEREAS, The Division of Aeronautics of the Illinois Department of Transportation (the "State") is authorized to act as an agent of the City in accepting the F.A.A. Grant proceeds, pursuant to Section 38 of the Illinois Aeronautics Act, and to pay over the F.A.A. Grant proceeds to the City under such terms and conditions as may be imposed by the F.A.A. and as may be described in an agency agreement between the State and the City; now, therefore,

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

SECTION 1. The Commissioner of Aviation, on behalf of the City, is authorized to execute and submit to the F.A.A. an application (the "Application") for the F.A.A. Grant.

SECTION 2. The Mayor of the City (the "Mayor") is authorized to commit a local contribution in an amount not to exceed \$1,725,257.00, in connection with the Application.

SECTION 3. The Mayor is hereby authorized to accept for the City and the Department of Aviation any grant offer and any subsequent grant amendments which the F.A.A. may authorize pursuant to the Application.

SECTION 4. The Mayor is authorized to execute, and the City Clerk to attest and affix the seal of the City 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. An amount not to exceed \$6,901,041.00 is hereby appropriated for the Project.

SECTION 6. This ordinance shall become effective immediately upon its passage.

EXECUTION AND SUBMISSION OF GRANT APPLICATION TO FEDERAL
AVIATION ADMINISTRATION FOR INSTALLATION OF COMPUTER-
CONTROLLED CARD ACCESS SECURITY SYSTEM AT
CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 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 a computer-controlled access system at Chicago O'Hare International Airport, in the amount of \$16,720,521, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Transportation, through the Federal Aviation Administration (the "F.A.A.") has grant funds available to assist states and municipalities in the improvement of air navigation facilities; and

WHEREAS, It is necessary and desirable that the City of Chicago (the "City") apply to the F.A.A. for a grant in the amount of \$12,540,394.00 (the "F.A.A. Grant") to assist in the design, construction and installation of a computer-controlled card access security system for the Chicago O'Hare International Airport (the "Project"); and

WHEREAS, The Division of Aeronautics of the Illinois Department of Transportation (the "State") is authorized to act as an agent of the City in accepting the F.A.A. Grant proceeds, pursuant to Section 38 of the Illinois Aeronautics Act, and to pay over the F.A.A. Grant proceeds to the City under such terms and conditions as may be imposed by the F.A.A. and as may be described in an agency agreement between the State and the City; now, therefore,

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

SECTION 1. The Commissioner of Aviation, on behalf of the City, is authorized to execute and submit to the F.A.A. an application (the "Application") for the F.A.A. Grant.

SECTION 2. The Mayor of the City (the "Mayor") is authorized to commit a local contribution in an amount not to exceed \$4,180,127.00, in connection with the Application.

SECTION 3. The Mayor is hereby authorized to accept for the City and the Department of Aviation any grant offer and any subsequent grant amendments which the F.A.A. may authorize pursuant to the Application.

SECTION 4. The Mayor is authorized to execute, and the City Clerk to attest and affix the seal of the City 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. An amount not to exceed \$16,720,521.00 is hereby appropriated for the Project.

SECTION 6. This ordinance shall become effective immediately upon its passage.

EXECUTION AND SUBMISSION OF GRANT APPLICATION TO
FEDERAL AVIATION ADMINISTRATION FOR INSTALLATION
OF SECURITY AND EMERGENCY SUPPORT SYSTEMS
AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 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 a Control/Crisis Management Center at Chicago O'Hare International Airport, in the amount of \$6,741,420, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Transportation, through the Federal Aviation Administration (the "F.A.A.") has grant funds available to assist states and municipalities in the improvement of air navigation facilities; and

WHEREAS, It is necessary and desirable that the City of Chicago (the "City") apply to the F.A.A. for a grant in the amount of \$5,056,065.00 (the "F.A.A. Grant") to assist in the design, construction and installation of a Public Safety Command and Control/Crisis Management Center, a computer-based dispatching system and a support system for the purpose of coordinating an emergency response for the Chicago O'Hare International Airport (the "Project"); and

WHEREAS, The Division of Aeronautics of the Illinois Department of Transportation (the "State") is authorized to act as an agent of the City in accepting the F.A.A. Grant proceeds, pursuant to Section 38 of the Illinois Aeronautics Act, and to pay over the F.A.A. Grant proceeds to the City under such terms and conditions as may be imposed by the F.A.A. and as may be described in an agency agreement between the State and the City; now, therefore,

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

SECTION 1. The Commissioner of Aviation, on behalf of the City, is authorized to execute and submit to the F.A.A. an application (the "Application") for the F.A.A. Grant.

SECTION 2. The Mayor of the City (the "Mayor") is authorized to commit a local contribution in an amount not to exceed \$1,685,355.00, in connection with the Application.

SECTION 3. The Mayor is hereby authorized to accept for the City and the Department of Aviation any grant offer and any subsequent grant amendments which the F.A.A. may authorize pursuant to the Application.

SECTION 4. The Mayor is authorized to execute, and the City Clerk to attest and affix the seal of the City 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. An amount not to exceed \$6,741,420.00 is hereby appropriated for the Project.

SECTION 6. This ordinance shall become effective immediately upon its passage.

EXECUTION OF MEMORANDUM OF INTENT WITH AMERICAN
AIRLINES, INCORPORATED FOR ISSUANCE OF SPECIAL
FACILITY REVENUE BONDS FOR CONSTRUCTION
OF ADDITIONAL FACILITIES AT CHICAGO
O'HARE INTERNATIONAL AND CHICAGO
MIDWAY AIRPORTS.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Memorandum of Intent between the City of Chicago and American Airlines for the issuance of Special Facility Revenue Bonds for the construction of additional airport facilities at Chicago O'Hare International Airport and Chicago Midway Airport, in the amount of \$350,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City currently owns and operates an airport known as Chicago O'Hare International Airport (the "O'Hare Airport") and an airport known as Chicago Midway Airport; ("Midway Airport", and together with O'Hare Airport referred to collectively as the "Airports"); and

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

WHEREAS, The City, through its Department of Aviation, has prepared Master Plan Studies of O'Hare Airport and of Midway Airport which Master Plan Studies set forth the respective future development plans for each of these Airports, analyze the economic and environmental impact of such development, and analyze the financing needs for such development; and

WHEREAS, As part of the development of O'Hare Airport, American Airlines, Incorporated (the "Company"), a corporation duly incorporated and existing under the laws of the State of Delaware, has planned, and proposed the design, reconstruction, modernization, improvement and equipping of Terminal 3 and Concourses H and K and related facilities, the expansion of Concourse G and related facilities, the design, reconstruction and expansion of the Company's hangar complex and cargo facilities, the design, acquiring and construction of a remote aircraft operations area, and the design and construction of tenant finish work at Terminal 5 (collectively the "O'Hare Airport Project"); and

WHEREAS, As part of the development of Midway Airport, the Company has planned and proposed the design, construction, acquiring and equipping of a new technical training facility ("the Midway Airport Project"); and

WHEREAS, The O'Hare Airport Project and the Midway Airport Project (the "Projects") are proposed to be financed, in whole or in part, by the issuance of not exceeding \$350,000,000 of the City's special facility revenue bonds, and a Memorandum of Intent has been presented under the terms of which the City agrees to issue such bonds for the Projects; now, therefore,

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

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

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

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

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

Memorandum of Intent attached to this ordinance reads as follows:

Memorandum Of Intent.

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

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

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

(b) The Company has planned and proposed the design, reconstruction, modernization, improvement and equipping of Terminal 3 and Concourses H and K and related facilities, the expansion of Concourse G and related facilities, the design, reconstruction and expansion of the Company's hangar complex and cargo facilities, the design, acquiring and construction of a remote aircraft operations area, and the design and construction of tenant finish work at Terminal 5 (collectively the "O'Hare Airport Project").

(c) The Company has planned and proposed the design, construction, acquiring and equipping of a new technical training facility (the "Midway Airport Project", and together with the O'Hare Airport Project, the "Projects").

(d) The financing of the Projects is expected to cost not exceeding \$350,000,000. The Company has requested the Issuer to assist the Company in financing the cost of the Projects including reimbursement of costs incurred prior to the issuance of the Issuer's special facility revenue bonds by issuing its special facility revenue bonds.

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

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

(g) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the Issuer, and subject to receipt of adequate assurance from the Company that there are one or more purchasers for the special facility bonds, the Issuer intends to issue and sell its special facility revenue bonds in an amount not to exceed \$350,000,000 to pay for or reimburse the Company for the costs of either or both of the Projects.

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

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

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

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

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

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

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

5. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the Company under paragraph 4 hereof are further subject to the condition that, on or before April 1, 1991, or such other date as is mutually acceptable to the Company and the Issuer, the Company and the Issuer have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 4, the special facility revenue bonds and all other instruments or proceedings relating to the special facility revenue bonds. In the event Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that the special facility revenue bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent; provided, however, that the Company shall be obligated to pay all out-of-pocket costs reasonably incurred by the Issuer in connection with this Memorandum of Intent. It is expressly understood and agreed that, except for the Company's obligation under the preceding sentence, neither the Issuer nor the Company shall be liable to the other party for any failure to perform any of its agreements or undertakings hereunder, or for any failure to make a good faith effort to perform such agreements or undertakings, including particularly the failure by the Issuer to issue bonds and the failure by the Company to finance either or both of the Projects.

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

[Signature forms omitted for printing purposes.]

EXECUTION OF LOAN AGREEMENT WITH FLYING FOOD
FARE, INCORPORATED TO PURCHASE MACHINERY
AND EQUIPMENT FOR PROJECT LOCATED
AT 5945 SOUTH KEATING AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Business Development Loan to Flying Food Fare, Incorporated, necessary for the purchase of machinery and equipment for a project located at 5945 South Keating Avenue, in the amount of \$250,000, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Flying Food Fare, Incorporated, has made application to the Department of Economic Development to borrow \$250,000 under the Business Development Loan Program to purchase machinery and equipment; and

WHEREAS, The Economic Development Commission has approved the application of Flying Food Fare, Incorporated; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review by the Corporation Counsel, a Loan Agreement with Flying Food Fare, Incorporated, pursuant to which the City will loan \$250,000 to Flying Food Fare, Incorporated, to assist in the purchase of machinery and equipment. Said Loan

Agreement shall contain those basic terms and conditions outlined in Exhibit "A", attached hereto and made a part hereof.

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

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

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

Exhibit "A".

Basic Terms And Conditions.

Borrower:	Flying Food Fare, Incorporated.
Project Address:	5945 South Keating Avenue.
Loan Amount:	\$250,000.
Total Project:	\$500,000.
Terms:	75% of Prime, fixed quarterly 5 years on 10-year amortization.
Collateral:	<ol style="list-style-type: none">1. Junior mortgage on real estate located at 5945 South Keating Avenue.2. Second lien on all business assets of the company, now owned and hereafter acquired.3. Personal guarantees of Sue Ling Gin and spouse.
Private Sector Participant:	Michigan National Bank: \$250,000.
Ward:	13th/Alderman Madrzyk.

EXECUTION OF LOAN AGREEMENT WITH FILLMORE LIMITED
PARTNERSHIP FOR DEVELOPMENT OF SMALL BUSINESS
INCUBATOR AT 4100 WEST FILLMORE STREET.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan agreement between the City of Chicago and Fillmore Limited Partnership necessary for the renovation of the property located at 4100 West Fillmore Street, in the amount of \$350,000, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Fillmore Limited Partnership has made application to the Department of Economic Development to borrow \$350,000 for the development of a small business incubator, thereby creating an estimated 35 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has reviewed and approved the application of Fillmore Limited Partnership; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute a Loan Agreement with Fillmore Limited Partnership pursuant to which the City will loan \$350,000 to assist the Fillmore Limited Partnership in developing a small business incubator, said Loan Agreement to contain those terms which are outlined in Exhibit A attached hereto and made a part hereof.

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

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

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

Exhibit "A".

Basic Terms And Conditions.

Borrower: Fillmore Limited Partnership.

Loan Amount: \$350,000.

- a) The term of the loan shall be fifteen (15) years.
- b) The interest rate charged shall be 6% fixed.

- c) Repayment. Deferment of principal and interest payments for twelve months after loan is disbursed. Previously accrued twelve month interest payable in a lump sum in 1991. Payments of principal and interest to begin twelve months after loan disbursement and amortized over the remaining term (14 years) of the loan.
- d) The loan shall be secured by the following:
 - 1) First mortgage and assignment of rents on real estate located at 4100 West Fillmore Street, Chicago, Illinois 60624.
 - 2) Personal guarantee of June Lavelle limited to the amount of \$175,000 plus accrued interest owing on the loan.
 - 3) Personal guarantee of William Kritt limited to the amount of \$175,000 plus accrued interest owing on the loan.
- e) Borrower shall provide proof of additional financing in substantial compliance with the following: \$269,000 equity invested by the limited partner.
- f) Evidence of the purchase and ownership of the real estate located at 4100 West Fillmore Street, Chicago, Illinois 60624.
- g) No distributions will be paid to the limited partner until the deferred interest is paid. No distributions will be paid to the general partner and limited partner unless the loan is current.

**MODIFICATION OF ENTERPRISE ZONE
THREE BOUNDARIES.**

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance modifying the boundaries of Enterprise Zone III located on the far southeast side of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982, passed an ordinance establishing Proposed Enterprise Zone III appearing on Council Journal pages 14292 to 14296; and amended and appearing in the May 15, 1985 Journal of Council Proceedings on pages 16078 to 16082; and amended and appearing in the August 28, 1986 Journal of Council Proceedings on pages 32926 to 32931; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1987, Ch. 67-1/2, Section 601, et seq.) to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone III will increase the development and rehabilitation of the depressed areas on the southeast side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone III as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14294; and amended and appearing in the May 15, 1985 Journal of Council Proceedings on pages 16079 to 16080; and amended and appearing in the August 28, 1986 Journal of Council Proceedings on pages 32927 to 32929 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone III", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone III:

The outer perimeter will begin at the intersection of East 119th Street and Interstate Highway 94; then west along 119th Street to Cottage Grove Avenue; then north along Cottage Grove Avenue to 115th Street; then east along 115th Street to Champlain Avenue; then north along Champlain Avenue to 114th Street; then east along 114th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then north along said railroad right-of-way to 111th Street; then west along 111th Street to Cottage Grove Avenue; then north along Cottage Grove Avenue to 108th Street; then east along 108th Street to Langley Avenue; then north along Langley Avenue to 106th Street; then east along 106th Street to its intersection with the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then northeasterly along said railroad right-of-way to a rail spur located approximately 200 feet south of 103rd Street following said spur in a northwesterly direction to its intersection with the east lot line of Corliss High School; then north along said lot line to 103rd Street; then west along 103rd Street to the east line of Gately Park; then north along said east line to the north property line of the Electro Motive Division complex; then east along said north property line to its intersection with the west line of the Norfolk & Southern (formerly Rock Island) Railroad right-of-way; then north along said railroad right-of-way to 95th Street; then west along 95th Street to *Dobson Avenue*; then south on *Dobson Avenue* to *98th Street*; then west on *98th Street* to Cottage Grove Avenue continuing north on Cottage Grove Avenue to 87th Street; then proceeds east on 87th Street to the east line of the Illinois Central Gulf Railroad right-of-way; then north along the Illinois Central Gulf Railroad right-of-way to 85th Street; then east along 85th Street extended to the west line of the Norfolk & Western Railroad right-of-way; then southeast along said right-of-way to 87th Street; then east on 87th Street to Dorchester Avenue; then north on Dorchester Avenue to the first alleyway or the north lot line of commercial property located at the northeast corner of Dorchester Avenue and 87th Street; then east along said alleyway or north lot lines of contiguous properties fronting on 87th Street to [Chappel] *Jeffery Avenue*; then south along [Chappel] *Jeffery Avenue* to 87th Street; then proceeds west on 87th Street to Jeffery Avenue; then south on Jeffery Avenue to the first alleyway

or the south lot line of the property located at the southwest corner of 87th Street and Jeffery Avenue; then west along said alleyway of the south lot lines of contiguous properties on 87th Street to the southeast corner of the lot line of the property located at the southeast corner of 87th Street and Stony Island Avenue or the first alleyway east of the intersection of Stony Island Avenue and 87th Street; proceeding south along said alleyway or the east lot lines of the contiguous properties fronting Stony Island Avenue to 93rd Street; then east along 93rd Street to Jeffery Avenue; then south along Jeffery Avenue to 94th Street; then east along 94th Street to Luella Avenue; then north on Luella Avenue to 91st Street; then east along 91st Street to Phillips Avenue; then south along Phillips Avenue to 94th Street; then east along 94th Street to Manistee Avenue; then north along Manistee Avenue to Anthony Street; then northwesterly along Anthony Street to 87th Street; then proceeds east on 87th Street to Colfax Avenue; then north on Colfax Avenue to 79th Street; at that point east on 79th Street to the State Line; then south along the State Line to 95th Street; then proceeds west on 95th Street to E. J. & E. Railroad tracks; then the boundary proceeds southeasterly along the E. J. & E. Railroad tracks including the right-of-way to the State Line; then south along the State Line to 106th Street; then west on 106th Street to Avenue F; then south on Avenue F to 108th Street; then west on 108th Street to Avenue N; then south on Avenue N to 118th Street; then east on 118th Street to Pennsylvania Railroad track including right-of-way; then southwest on the Pennsylvania Railroad track to 130th Street; then west on 130th Street to the Penn Central Railroad track; then proceeds northwest along the Penn Central Railroad track to Saginaw Avenue; then continuing south on Saginaw Avenue (to 130th Street) *extended to Brainard Avenue; then southeast along Brainard Avenue to 138th Street, extended; then west along 138th Street extended to Torrence Avenue; then north along Torrence Avenue to 130th Street;* then west on 130th Street to the Calumet Expressway; then north along the Calumet Expressway to 119th Street the place of beginning. The inner perimeter of the area will begin at 114th Street extended at the Calumet Expressway; then north along the Calumet Expressway (Interstate Highway 94) to 111th Street then west along 111th Street to Woodlawn Avenue; then north along Woodlawn Avenue to its intersection with the Calumet Expressway (Interstate Highway 94) westbound access; then east along said access to the intersection with Stony Island Avenue; then north along Stony Island Avenue to the west line of the Chicago & Western Indiana Railroad right-of-way; then northwesterly along said right-of-way to 95th Street; then east on 95th Street to Torrence Avenue; then south on Torrence Avenue to 112th Street; then proceeds northwest along the Chicago & Western Indiana Railroad including the right- of-way to 110th Street; then proceeds west on 110th Street to the New York, Chicago & St. Louis Railroad tracks; then proceeds south along the New York, Chicago & St. Louis Railroad tracks 2,610.2 feet; then proceeds east along an imaginary line 650 feet; then proceeds south along an imaginary line 750 feet; then proceeds east along an imaginary line to Torrence Avenue; then south on Torrence Avenue to 122nd Street; then west on 122nd Street to the Norfolk & Western Railroad tracks; then continuing south along said tracks to the north bank of the Calumet River; then continuing southwesterly along the north bank of the Calumet River to Stony Island Avenue; then north along Stony Island Avenue to 114th Street extended; then west along 114th Street extended to the Calumet Expressway, the place of beginning. Only areas inside the outer perimeter and outside the inner perimeter are included in this Zone III. The aforementioned area excludes lakes and waterways. (See Attachment A).

SECTION 2. That Section 2 of the ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on pages 14294 -- 14295; and amended and appearing in the May 15, 1985 Journal of Council Proceedings on page 16080; and amended and appearing in the August 28, 1986 Journal of Council Proceedings on page 32929 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

That Zone III meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. It is a contiguous area entirely within the City of Chicago;
2. It comprises [9.99] *10.47* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
3. It is a depressed area as shown by census tract data, and other data; and
4. It satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the ordinance designating "Zone III" as a Proposed Enterprise Zone appearing in the August 28, 1986 Journal of Council Proceedings on page 32931 is hereby deleted and replaced with a new Attachment A attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone III provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. Any areas deleted from Zone III by this amending ordinance shall only retain those benefits and incentives as provided pursuant to the Illinois Enterprise Zone Act.

SECTION 6. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 7. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone III approved and certified by the State.

SECTION 8. This ordinance shall be effective from and after its passage.

[Attachment "A" to this ordinance printed on
page 14523 of this Journal.]

EXECUTION OF AMENDED AND RESTATED REDEVELOPMENT/LOAN
AGREEMENT WITH CHINESE AMERICAN DEVELOPMENT
CORPORATION FOR ACQUISITION OF SITE
FOR CHINATOWN SQUARE PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment and loan agreement between the City of Chicago and the Chinese American Development Corporation for the Chinatown Square Project, in the amount of \$7,700,000, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has previously authorized the execution of a Redevelopment/Loan Agreement -- Chinatown Basin Project ("Prior Agreement") whereby the City would lend \$7.7 Million as an interim loan ("C.D. Float Loan") to the Chinese American Development Corporation ("C.A.D.C."), an Illinois corporation by ordinance enacted on May 30, 1986 and published at pages 30132 through 30184 of the Journal of Proceedings of the City Council of said date ("Prior Ordinance"); and

WHEREAS, Since the approval of the Prior Agreement, the timing, sequence and scope of the Chinatown Basin Project have changed such that the Prior Agreement no longer adequately reflects the intention of the Parties; and

WHEREAS, The Department of Economic Development has reviewed and approved modifications of the basic terms and conditions of the C.D. Float Loan; and

WHEREAS, It is necessary to amend and supplement the Prior Ordinance to effect the aforementioned; now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Department of Economic Development ("Commissioner") is each hereby authorized to enter into and execute, on behalf of the City of Chicago, an Amended and Restated Redevelopment/Loan Agreement ("Agreement") by which the City will loan up to \$7,700,000 to the C.A.D.C., for the partial funding of acquisition of land which will be the site of the Chinatown Square Project, formerly known as the Chinatown Basin Project. Such Agreement shall be substantially in the form attached hereto and made a part hereof as Exhibit A.

SECTION 2. The Mayor or the Commissioner is each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Agreement.

SECTION 3. This ordinance shall control over any provision of the Prior Ordinance.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Exhibit "A".

Amended And Restated Redevelopment/Loan Agreement

Chinatown Square Project.

This Agreement, executed on _____, 1990, is made by and among the City of Chicago, Illinois, a public body corporate (the "City"), Chinese American Development Corporation, an Illinois corporation ("C.A.D.C."), Chinese American Development Foundation, an Illinois not-for-profit corporation ("C.A.D.F."), and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements, each dated July 1, 1987 and known as (i) Trust No. 67060 ("C.A.D.C. Trustee") and (ii) Trust No. 66666 ("C.A.D.F. Trustee"), ((i) and (ii) collectively, the "Trustees"), (C.A.D.C., C.A.D.F., C.A.D.C Trustee and C.A.D.F. Trustee are hereinafter sometimes referred to collectively and separately as "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Preliminary Recitals.

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

1.2 Developer has entered into real estate sale agreements ("Sale Contracts") to purchase from Santa Fe Pacific Realty Corporation and the Atchison, Topeka and Santa Fe Railway Company, respectively, approximately thirty (30) acres of vacant land (the "Real Estate") situated at Archer Avenue and Wentworth Avenue, as more particularly described on (Sub)Exhibit A, together with the entire beneficial interest in and power of direction over Oak Park Trust and Savings Bank Trust No. 1777 under Trust Agreement dated September 15, 1946 (the "Lessee Trust"), which Trust owns leasehold estates in two tracts of land consisting of approximately 0.6 acres in the aggregate beneficially owned by the Chicago Board of Education (the "Leasehold"), which real property is more particularly described on (Sub)Exhibit A1 attached hereto (the Real Estate and the Leasehold are collectively referred to hereinafter as the "Property"). (Sub)Exhibits A and A1 and all other lettered exhibits referred to in this Agreement are attached hereto and by their reference are incorporated into and made a part of this Agreement.

1.3 The Property consists of unused rail yards, rail tracks and railroad rights of way which impair the sound growth of the City's real property tax revenues. The developer intends to construct the "Project" on the Property, which "Project" is to consist of (i) the

"C.A.D.C. Project", itself comprised of the phased development on the C.A.D.C. Property (as hereinafter defined) of approximately 280 townhouses and condominiums, 56 retail and office units, an oriental theme open air mall and plaza, 100,000 square foot Asian trade center and a 200-room hotel, together with related surface parking, roads, utilities and landscaping; and (ii) the "C.A.D.F. Project", which is to be comprised of the development on the C.A.D.F. Property (as hereinafter defined) of a community center and approximately 150 units of housing for the elderly.

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

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

1.6 In connection with the development of the Property, Developer, as provided herein, will act as the City's agent to cause to be constructed the public improvements described in (Sub)Exhibit B relating to Phase 1A1 (as hereinafter defined) (the "Phase 1A1 T.I.F. Improvements"). The Phase 1A1 T.I.F. Improvements, together with any other public improvements required in connection with development of the Project, are hereinafter referred to as the "T.I.F. Improvements".

1.7 In 1989 public notice/advertisement for a designated developer for the Property was accomplished, resulting in Developer being designated as the developer for the Property.

1.8 For the purpose of paying a portion of the redevelopment costs of the Property, the City Council on _____, 1990 passed "An Ordinance of the City of Chicago, Illinois, providing for the issuance of \$_____ Chinatown Tax Increment Allocation Bonds, Series 1990A" (said Series 1990A Bonds, together with any bonds issued on a parity with, or used to refund, such Bonds, are hereinafter referred to as the "T.I.F. Bonds"). The proceeds of the T.I.F. Bonds generally (the "T.I.F. Funds") will be used to finance acquisition of public right-of-way as well as to construct the T.I.F. Improvements. Specifically, the proceeds of the Series 1990A Bonds (the "Phase 1A1 T.I.F. Funds") will be used to finance the Phase 1A1 T.I.F. Improvements.

1.9 Developer intends to develop residential, institutional and commercial structures on the Property in accordance with the provisions of this Agreement. The initial phase ("Phase 1A1") of development on the Property will be comprised of the construction of approximately 52 retail and office units containing approximately 175,000 square feet of space, together with an oriental theme open air mall and plaza area, on a portion of the

Property consisting of approximately 6 to 7 acres as described in (Sub)Exhibit B1 ("Phase 1A1 Property").

1.10 The City of Chicago applied to the Illinois Development Finance Authority ("I.D.F.A.") for a \$1,000,000 Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a low-interest loan to C.A.D.C. ("C.A.D.C./I.D.A.G. Loan") and a \$1,000,000 I.D.A.G. for the purpose of providing a low interest loan to C.A.D.F. ("C.A.D.F./I.D.A.G. Loan"). Such loans are to be evidenced by the promissory notes of the Developer in the forms of (Sub)Exhibits C and C1, respectively, and secured in accordance with this Agreement.

1.11 The aforementioned I.D.A.G. applications were authorized by the City Council by ordinances passed February 26, 1986 and printed in the Journal of Proceedings of the City Council at pages 28054 -- 28056.

1.12 In response to said applications, I.D.F.A. approved I.D.A.G. Nos. 698-AG and 699-AG which provide funds to the City which may be loaned to C.A.D.C. and C.A.D.F., respectively.

1.13 The City Council, by Ordinances passed September 14, 1989, authorized the Mayor of the City and the Commissioner ("Commissioner") of the Department of Economic Development ("Department") of the City to enter into and execute, on behalf of the City, I.D.A.G. agreements, a Redevelopment/Loan Agreement and such other documents, as are necessary to effectuate the C.A.D.C./I.D.A.G. Loan, the C.A.D.F./I.D.A.G. Loan and I.D.A.G. Nos. 698-AG and 699-AG.

1.14 The City, as recipient of Community Development Block Grant funds ("C.D. Funds") made available pursuant to the Housing and Community Development Act of 1974, as amended (the "C.D. Act"), may currently utilize available but unexpended C.D. Funds (the "C.D. Float Funds") for low interest land acquisition, construction and development loans to private developers for eligible community development projects such as the Project, provided that, in the event the C.D. Float Funds are legally required by the City for Community Development Block Grant programs, the C.D. Float Funds are immediately returned to the City.

1.15 The City Council, by Ordinance passed December 23, 1985 and printed in the Journal of Proceedings of the City Council at pages 525403 -- 525405, authorized the negotiation of a loan of C.D. Float Funds (the "C.D. Float Loan") to C.A.D.C. in an amount not to exceed \$7.7 Million for the purpose of providing interim financing for the Project.

1.16 The C.D. Float Loan is to be in the principal amount provided in, and is to be evidenced by, the demand promissory note of the Developer in the form of (Sub)Exhibit C2 ("C.D. Float Loan Note"). The C.D. Float Loan is to be secured by an unconditional, irrevocable letter or letters of credit issued to the City in an aggregate amount equal to the principal amount borrowed under the C.D. Float Loan Note and by other collateral which the City may require.

1.17 The entire principal amount of the C.D. Float Loan, plus any accrued but unpaid interest, shall be due and payable on demand and at such other times as provided in the C.D. Float Loan Note.

1.18 The implementation of the financing program described herein will be of benefit to the Developer in developing the Project as contemplated by this Agreement.

1.19 The development of the Project and the T.I.F. Improvements would not reasonably be anticipated without the financing program contemplated by this Agreement.

1.20 The City Council by Ordinance adopted May 30, 1986 and printed at pages 30132 -- 30184 of the Journal of Proceedings of the City Council authorized the execution of that certain Redevelopment/Loan Agreement -- Chinatown Basin Project (the "Prior Agreement") in substantially the form attached thereto which Agreement contained terms relating to the making of the I.D.A.G. loans and the C.D. Float Loan and the development by Developer of the Project.

1.21 Since the approval of the Prior Agreement, the timing, phasing and scope of the Project have changed such that the Prior Agreement no longer adequately reflects the intention of the parties.

1.22 The parties desire by this Agreement to amend and restate the Prior Agreement.

1.23 The City Council by Ordinance adopted March _____, 1990, authorized the Commissioner to enter into and execute, on behalf of the City, this Amended and Restated Redevelopment/Loan Agreement and such other documents as are referred to herein or are otherwise necessary or desirable to effectuate the C.D. Float Loan and the development of the Project.

Now, Therefore, In consideration of the covenants and obligations herein contained and for other consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

2. Amended And Restated Agreement; Preamble And Preliminary Recitals.

2.1 Amendment And Restatement.

This Agreement amends, restates and supersedes the Prior Agreement and contains all of the covenants, terms, obligations and provisions relating to the transactions described hereby and contemplated herein, and the Prior Agreement is hereby rendered of no force or effect.

2.2 Preamble; Preliminary Recitals.

The Preamble and Preliminary Recitals set forth above are hereby incorporated in and made a part of this Agreement.

3. Tax Increment Financing.

3.1 Developer Authorized As Agent With Respect To Construction Of Certain T.I.F. Improvements.

In order to further the development of the Project, the City hereby designates C.A.D.C. as the City's agent, and authorizes C.A.D.C. as such agent, to cause the planning, coordination and construction of the T.I.F. Improvements relating to each phase of the Project to be carried out in accordance with this Agreement and plans and specifications approved by the City. For the purposes of such agency, C.A.D.C. and the City shall enter into a construction management agreement for each set or phase of T.I.F. Improvements to be constructed. For the Phase 1A1 T.I.F. Improvements, C.A.D.C. and the City shall enter into a construction management agreement in substantially the form of (Sub)Exhibit C3.

3.2 Bid Requirement.

Prior to entering into an agreement with a contractor for construction of any T.I.F. Improvements (including the Phase 1A1 T.I.F. Improvements), C.A.D.C. shall have solicited bids from qualified contractors eligible to do business with and having an office located in the City. With respect to any set or phase of T.I.F. Improvements to be constructed (including the Phase 1A1 T.I.F. Improvements) ("T.I.F. Phase"), C.A.D.C.: (a) shall have solicited bids in accordance with the requirements set forth in (Sub)Exhibit D; (b) shall have selected the contractor submitting the lowest responsible bid who can complete the T.I.F. Improvements in a timely manner; and (c) shall have entered into a contract with said contractor in accordance with this Agreement to build said T.I.F. Improvements, which contract shall conform to the guidelines set forth on (Sub)Exhibit E. Nothing herein contained shall be construed to permit construction of any T.I.F. Phase to commence before the Plans and Specifications for the work are completed and approved by applicable City departments as provided in this Agreement. The City reserves the right to complete additional improvements necessary to protect the health, safety or welfare of the public, as may be determined by the City, and pay for the cost hereof from the T.I.F. Funds to the extent such funds are available.

3.3 Costs Of T.I.F. Improvements.

(a) The parties anticipate that the T.I.F. Funds raised for a particular T.I.F. Phase will be sufficient to pay for the construction of such T.I.F. Improvements and that the Phase 1A1 T.I.F. Funds will be sufficient to pay for the construction of the Phase 1A1 T.I.F. Improvements. If the aggregate cost of the Phase 1A1 T.I.F. Improvements undertaken by C.A.D.C. as described in (Sub)Exhibit B are in excess of the aggregate amount allocated for the Phase 1A1 T.I.F. Improvements as set forth in (Sub)Exhibit B, or if the aggregate cost of any particular T.I.F. Phase is in excess of the T.I.F. Funds allocated therefor, then C.A.D.C. and C.A.D.F. shall jointly and severally, be fully responsible for, and shall hold the City harmless from, all costs and expenses of completing the Phase 1A1 T.I.F. Improvements or other applicable T.I.F. Phase in excess of the allocated T.I.F. Funds.

(b) The major purpose of the T.I.F. Improvements relating to any particular phase of the Project is to create the infrastructure to serve that phase of the Project and to thereby facilitate the completion of the Project phase. In order to ensure the completion of the Phase 1A1 T.I.F. Improvements (and thus facilitate completion of Phase 1A1 itself), the City and C.A.D.C. shall establish a construction contingency amount out of the applicable T.I.F. Funds. The City will determine on a case by case basis whether a construction contingency amount will be required for each T.I.F. Phase subsequent to Phase 1A1. If, despite such efforts, the cost exceeds the funds available for the Phase 1A1 T.I.F. Improvements or the T.I.F. Improvements for any other applicable T.I.F. Phase, the City may, but shall not be obligated to, confer with C.A.D.C. to determine whether a change in scope of the particular T.I.F. Improvements should be made which would adjust the cost of such improvements to better comport with the funds available. Such decision to change the scope of specific T.I.F. Improvements shall be in the sole discretion of the Commissioner and shall not reduce C.A.D.C.'s and C.A.D.F.'s obligations pursuant to this section. If cost savings yet remain after completion of all Phase 1A1 T.I.F. Improvements listed in (Sub)Exhibit B or all T.I.F. Improvements in any subsequent T.I.F. Phase, then, subject to the terms of the bond purchase agreement referred to below for those specific T.I.F. Funds, any T.I.F. Funds remaining from Phases 1A1 or any other T.I.F. Phase may or may not be applied to other T.I.F. eligible Redevelopment Project Costs (as defined in the applicable T.I.F. Ordinance) at the sole discretion of the Commissioner.

3.4 Preconditions For Disbursement Of T.I.F. Funds.

C.A.D.C. understands that the T.I.F. Funds shall not be available for disbursement unless there is compliance with certain preconditions set forth in the applicable T.I.F. Ordinance, the applicable Escrow (as hereinafter defined) and the applicable bond purchase agreement relating to those specific T.I.F. Funds (such as the Phase 1A1 T.I.F. Funds). C.A.D.C. agrees to comply with and satisfy the preconditions to disbursement of the T.I.F. Funds as provided in the applicable T.I.F. Ordinance, Escrow and bond purchase agreement and shall furnish evidence of compliance with such preconditions prior to disbursement of the corresponding T.I.F. Funds.

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

If C.A.D.C. fails to complete any T.I.F. Phase in accordance with the terms hereof, after notice and after expiration of all cure periods as provided for herein, then the City shall have the right (but not the obligation) to complete all or any portion of said improvements and to pay for the costs thereof (including interest costs) out of the applicable T.I.F. Funds, as appropriate. If, and to the extent, the aggregate cost to the City of completing such T.I.F. Improvements exceeds the amount of T.I.F. Funds available for such purpose, C.A.D.C. and C.A.D.F., jointly and severally, agree to pay to the City all costs and expenses expended by the City to complete such T.I.F. Improvements in excess of the T.I.F. Funds then available for disbursement, which costs and expenses shall include the interest costs of the City for the excess funds expended from the date expended until reimbursed.

3.6 T.I.F. Bonds.

The parties agree that tax increment allocation financing implemented in accordance with the terms and provisions of the T.I.F. Act shall be the primary source of funding for the T.I.F. Improvements, that no funds for this purpose will come from the City and that certain funds for this purpose may come from the Developer as provided elsewhere in this Agreement.

3.7 Depository Of Funds.

The City, in its sole discretion, with consent of, or in consultation with, the underwriter for the applicable T.I.F. Bonds, and subject to the terms of the applicable T.I.F. Ordinance, shall determine whether the T.I.F. Funds relating thereto shall be held by the City Treasurer for disbursement or deposited with a commercial bank (the "Depository") chosen by the City and designated as a depository for City funds.

3.8 Disbursement Of Funds.

With respect to the proceeds of each series or issuance of T.I.F. Bonds, the parties shall enter into a construction escrow or similar agreement (the "Escrow") in form and substance customarily used by the City for projects similar in nature to the Project and reasonably acceptable to the City and Developer, with a title insurance company (the "Escrowee") reasonably acceptable to all parties.

3.9 Conditions To Disbursement Of Funds.

It is expressly provided and agreed that the following are conditions precedent to any disbursement of funds from the applicable Escrow:

(i) With respect to every Escrow of T.I.F. Funds (including the Phase 1A1 T.I.F. Funds): (a) the Escrowee title insurance company shall have issued its title insurance and endorsement in a form satisfactory to the City insuring that there are no liens affecting the T.I.F. Improvements and that all documents received have been reviewed and are sufficient to waive all rights of lien or that title insurance acceptable to the City shall have been issued which insures over any and all said liens; and (b) C.A.D.C. shall have secured financing from a lender acceptable to the City and shall have on hand and available the proceeds thereof for the construction of that portion of the Project which relates to the T.I.F. Improvements for which disbursement is sought.

(ii) With respect to the Escrow for the Phase 1A1 T.I.F. Funds, C.A.D.C. shall have delivered to the City executed purchase agreements for at least sixty percent (60%) of 52 retail stores in Phase 1A1, together with evidence of downpayments at least equal to 25% of the purchase price of each store.

3.10 Amount Of Payment For T.I.F. Improvements.

C.A.D.C. has provided the City with (Sub)Exhibit B, which lists the budget items for the Phase 1A1 T.I.F. Improvements, including categories identifying types of improvements as well as line item costs for such categories. Prior to causing the commencement of construction of any T.I.F. Phase beyond the Phase 1A1 T.I.F. Improvements, Developer shall provide the City with a document similar to (Sub)Exhibit B for such T.I.F. Phase, certified by Developer ("T.I.F. Budget"), with the categories of items and costs for that T.I.F. Phase. Developer represents and warrants to the City that (Sub)Exhibit B and all T.I.F. Budgets for subsequent T.I.F. Phases are, or will be, as applicable, true and complete. The contractors for the T.I.F. Improvements ("T.I.F. Contractors") shall be paid no more than the applicable amount set forth in (Sub)Exhibit B (for the applicable Phase 1A1 T.I.F. Improvements) or in the applicable T.I.F. Budget (for the other T.I.F. Phases). In all cases, before Developer authorizes expending any more on the construction of specific T.I.F. Improvements than is allocated to the construction of such improvements in the applicable line item as contained in (Sub)Exhibit B or other applicable T.I.F. Budget, Developer shall give (5) days prior written notice to the Commissioner, specifying (i) the line item amount allocated to the improvement, (ii) the proposed overage amount, (iii) the reason for the proposed overage and (iv) how the overage might be paid for from some other available (Sub)Exhibit B or T.I.F. Budget amount. In addition, if no contingency amount for construction of improvements was ever established in a particular T.I.F. Budget or if 50% or less of the originally established contingency amount for construction of improvements

provided for in the T.I.F. Budget remains, Developer shall not authorize expending, and there shall not be expended, any more on the construction of specific T.I.F. Improvements than is allocated to the construction of such improvements in the applicable line item as contained in (Sub)Exhibit B or the T.I.F. Budget applicable to that T.I.F. Phase, unless: (i) Developer has first satisfied the Department that there are sufficient funds available with which to complete the remaining T.I.F. Improvements; or (ii) Developer, with the City's consent as provided in Section 3.3, has reduced the scope of the T.I.F. Improvements so that the remaining funds are adequate to pay for the cost of completion. Notwithstanding the foregoing provisions of this section, Developer shall be fully responsible for, and shall hold the City harmless from all costs and expenses of completing all T.I.F. Improvements in excess of the allocated T.I.F. Funds.

3.11 Title Insurance.

For each T.I.F. Phase, Developer shall provide the City with a commitment for a 1970 A.L.T.A. owner's title insurance policy (Form B) naming the City as insured and as the fee owner of the property upon which such T.I.F. Improvements are to be constructed, subject only to such title exceptions as are acceptable to the City. Such commitment shall be in the amount determined by the City to be adequate covering the portion of the Redevelopment Project Area owned by the City or upon which such T.I.F. Improvements are to be constructed. Said commitment shall be later dated and appropriately endorsed at the time of each request for payment.

3.12 City Fees.

Upon issuance of the Series 1990A Bonds, the City shall be paid a fee of \$ _____, and upon issuance of subsequent series of T.I.F. Bonds, the City shall be paid a fee to be determined, in each case out of the applicable T.I.F. Funds as a T.I.F. Funded Redevelopment Project Cost to reimburse various departments of the City for the cost of administration and monitoring of the construction of the T.I.F. Improvements, and legal and other expenses incurred by the City with respect to the T.I.F. Improvements. At the C.D. Float Loan Closing the Developer shall pay the Department an additional fee of \$90,000 out of Developer's funds (with respect to the \$7.125 Million C.D. Float Loan) in order to reimburse the Department for the cost of administration and monitoring of the non-T.I.F. portion of the Project. Developer shall also pay the Department an additional fee of one-half (1/2) of one percent (1%) of any C.D. Float Loan amount in excess of \$7.125 Million.

3.13 Source Of Funds For Payment Of The T.I.F. Bonds.

On December 18, 1986, the City adopted an ordinance entitled "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing in Connection with the

Chinatown Redevelopment Tax Increment Financing Project" (the "Real Estate Tax Increment Ordinance"). That ordinance provides, in part, for a particular allocation and payment of ad valorem taxes, if any, arising from the levies upon taxable real property in the Redevelopment Project Area by taxing districts and at tax rates determined in the manner provided in Sections 11-74.4-9(c) of the T.I.F. Act. Such taxes are limited to those for each year after the effective date of the Real Estate Tax Increment Ordinance (i.e., commencing with the year beginning January 1, 1987) until the Project costs and obligations issued in respect thereto have been paid, which are attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Project Area as certified by the Cook County Clerk, all as provided in Sections 11-74.4-8 and 11-74.4-9 of the T.I.F. Act (hereinafter the "Real Estate Tax Increment"). Such Real Estate Tax Increment shall be allocated to, and when collected shall be paid to, the City Treasurer who shall deposit it in a special fund entitled "1986 Chinatown Basin Tax Increment Redevelopment Area Special Tax Allocation Fund" (the "Special Fund") for the purpose of paying redevelopment project costs and obligations incurred by the City. Because it is a special fund, deposits of the Real Estate Tax Increment into the Special Fund shall not be subject to the appropriation process of the City, and amounts deposited therein shall be disbursed in accordance with this Agreement without further action by the City.

3.14 T.I.F. Purchase Agreement For Public Right-Of-Way.

The provisions of the T.I.F. Purchase Agreement for Public Right-of-Way: (a) for purchase of right-of-way relating to the Phase 1A1 T.I.F. Improvements are set forth on (Sub)Exhibit F (to be executed at the C.D. Float Loan Closing); and (b) for purchase of right-of-way relating to each T.I.F. Phase subsequent to Phase 1A1 shall be in substantially the same form as (Sub)Exhibit F.

3.15 Payment And Performance Bonds.

The Developer shall require in the construction contract for each T.I.F. Phase that the general contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects, forms (No. A311) or their equivalent, with the City being shown as obligee or as an additional obligee. The general contractor may, at its election, require bonds from subcontractors.

4. Certain Loans.

4.1 Project Loan.

The City hereby agrees, subject to the terms and conditions contained in this Agreement, to make loans in the aggregate principal amount of up to Nine Million One

Hundred Twenty-five Thousand Dollars (\$9,125,000) (plus, in the Commissioner's discretion, an additional \$575,000 for site preparation) ("Project Loan"), the proceeds of which shall be used by the Developer to pay land acquisition (and possibly site preparation) costs of the Project and to purchase the Property pursuant to the Sale Contracts. The Project Loan will be comprised of a loan of C.D. Float Funds of up to Seven Million One Hundred Twenty-five Thousand Dollars (\$7,125,000) (plus possibly an additional \$575,000) and loans of I.D.A.G. funds totalling Two Million Dollars (\$2,000,000). The C.D. Float Loan and the C.A.D.C./I.D.A.G. Loan shall be made to C.A.D.C. to fund the acquisition (and possibly site preparation) by C.A.D.C. of that portion of the Property (including but not limited to the Leasehold) consisting of approximately 30 acres described in (Sub)Exhibit F1 ("C.A.D.C. Property") upon which the C.A.D.C. Project shall be developed. That portion of the C.A.D.C. Property lying north of the north line of vacated 19th Street extended to the west property line of the C.A.D.C. Property is herein referred to as the "North Property". That portion of the C.A.D.C. Property not falling within the North Property or the Phase 1A1 Property is herein referred to as the "Middle Property". The Leasehold shall be deemed to form a portion of the Middle Property. The C.A.D.F./I.D.A.G. Loan shall be made to C.A.D.F. to fund the acquisition by C.A.D.F. of that portion of the Property consisting of approximately 1.85 acres described in (Sub)Exhibit F2 ("C.A.D.F. Property") upon which the C.A.D.F. Project shall be developed. Closing on the C.D. Float Loan and the I.D.A.G. Loans will, to the extent possible, occur simultaneously. It shall be a condition to the City's obligation to fund any part of the Project Loan, that the other portions are being funded simultaneously or contemporaneously or that there is a commitment, in form and substance satisfactory to the City, obligating the funding of such other portions.

4.2 Construction Loan.

Developer will borrow approximately \$11 Million ("Phase 1A1 Construction Loan") from First City, Texas - Houston, N.A. ("Phase 1A1 Construction Lender") to finance the construction of Phase 1A1. The documents required by the Phase 1A1 Construction Lender to secure the Phase 1A1 Construction Loan and to secure any payments made to the City under the Letters of Credit are hereinafter referred to as the "Phase 1A1 Construction Loan Security Documents". The Phase 1A1 Construction Lender shall have no mortgage or security interest in the North Property or the C.A.D.F. Property. The identity of the construction lender, as well as the terms of the construction loan security documents, for each phase of the Project after Phase 1A1 will be determined by the parties on a phase by phase basis.

5. C.D. Float Loan.

5.1 C.D. Float Loan Note.

The proceeds of the C.D. Float Loan shall be used to pay for acquisition of the Property. The C.D. Float Loan shall be evidenced by the C.D. Float Loan Note. The C.D. Float Loan

Note shall be executed by C.A.D.C. and the C.A.D.C. Trustee holding title to the Property for the benefit of C.A.D.C. and delivered to the City. The amounts from time to time outstanding under the C.D. Float Loan Note shall bear interest prior to the maturity at the simple interest rate of four percent (4%) per annum (computed on the basis of a year consisting of 365 days). After demand, maturity or default, the unpaid principal balance shall bear interest at two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand. The C.D. Float Loan Note shall provide that, anything herein contained to the contrary notwithstanding, the entire unpaid principal amount thereof and unpaid accrued interest thereon will be payable on demand by the City. The C.D. Float Loan Note shall further provide that, without limiting the demand characteristic of the note, (i) all accrued interest on the entire principal amount of the note plus \$2,250,000 of the principal of the note shall be due and payable at the earlier of the closing of the sale of 52 of the retail units of Phase 1A1 or 18 months after the date of issuance of the note and (ii) the entire remaining unpaid principal amount and all unpaid accrued interest shall be due and payable on the date three years after the date of issuance (the "Maturity Date"). The note shall also be subject to prepayment (without penalty or charge) by C.A.D.C. at any time.

5.2 Security For C.D. Float Loan Note.

(a) Letter(s) of Credit. C.A.D.C. shall cause a letter or letters of credit to be issued by First City, Texas - Houston, N.A. (the "Issuer") to the City to secure the payment of the principal on the C.D. Float Loan Note in accordance with the terms and provisions thereof. The letter or letters of credit ("Letter(s) or Credit") shall be in form and content acceptable to the City; shall be in the aggregate amount of the principal due on the C.D. Float Loan Note; shall be unconditional and irrevocable; and shall have an expiration date of not earlier than one hundred five (105) days following the Maturity Date. The Letter(s) of Credit shall be released by the City one hundred five (105) days after payment in full of the C.D. Float Loan Note by C.A.D.C., provided that no act of bankruptcy occurs during such period.

(b) Other Security. To further secure the payment of the principal of and interest on the C.D. Float Loan Note in accordance with the terms and provisions thereof, C.A.D.C. and, as appropriate, the C.A.D.C. Trustee, shall grant to the City: (i) a mortgage lien ("C.D. Float Loan Mortgage") on the North Property, on the Middle Property and on the C.A.D.F. Property; (ii) a security interest in all equipment (as defined in Article 9 of the Illinois Uniform Commercial Code) and also all other tangible personal property at any time located at or owned or acquired by C.A.D.C. for use on or in the North Property, the Middle Property or the C.A.D.F. Property and all proceeds, renewals and replacements thereof; (iii) a collateral assignment of all rents, issues, avails or profits at any time arising under any lease or rental agreement relating to any portion of the North Property, the Middle Property or the C.A.D.F. Property; (iv) a junior collateral assignment of the beneficial interest in the Lessee Trust; and (v) such other security interests as the Department may reasonably require (the aforementioned documents are hereinafter referred to collectively

as the "C.D. Float Loan Security Documents"). The security interests granted by the C.D. Float Loan Mortgage and the other C.D. Float Loan Security Documents as they affect the Middle Property only, shall be subject only to the Phase 1A1 Construction Loan Security Documents and the "Permitted Encumbrances". The term "Permitted Encumbrances" shall mean this Agreement, the liens for taxes and special assessments which are not then delinquent and any other encumbrance approved by the Department in writing in its absolute discretion. The C.D. Float Loan Security Documents shall be in form and content approved by the Commissioner and the Corporation Counsel of the City.

5.3 C.D. Float Loan Closing.

(a) C.D. Float Loan Closing Date. The closing for the C.D. Float Loan and the disbursement of the proceeds thereof (the "C.D. Float Loan Closing") shall be held at the offices of Chicago Title & Trust Company, 111 West Washington Street, Chicago, Illinois 60602 at 9:00 A.M. on _____, 1990, or on such other date or at such other time or location as the parties may mutually agree upon (the "C.D. Float Loan Closing Date").

(b) "New York" Closing. The C.D. Float Loan Closing shall be a so called "New York Style" Closing with the delivery of the lender's policy of title insurance required by Section 5.4 below and the recording and/or filing of the C.D. Float Loan Security Documents occurring on the C.D. Float Loan Closing Date. The cost of said closing shall be borne by C.A.D.C.

5.4 C.A.D.C.'s Deliveries At C.D. Float Loan Closing.

As an express condition to the C.D. Float Loan Closing, C.A.D.C. shall deliver and shall cause C.A.D.F., the Trustees, the Issuer and other persons, as appropriate, to deliver the following in form and content acceptable to the City on the C.D. Float Loan Closing Date (except the survey which shall be delivered not less than 10 days prior to the C.D. Float Loan Closing Date):

- (a) The C.D. Float Loan Note executed on behalf of C.A.D.C. and the Trustees.
- (b) The C.D. Float Loan Mortgage encumbering the Property executed on behalf of C.A.D.C., C.A.D.F. and the Trustees in recordable form.
- (c) Security Agreement executed on behalf of C.A.D.C., C.A.D.F. and the Trustees.
- (d) A Collateral Assignment of Rents and Leases executed on behalf of the C.A.D.C., C.A.D.F. and the Trustees in recordable form.
- (e) U.C.C. Financing Statements (central and local) executed on behalf of C.A.D.C., C.A.D.F. and the Trustees.

(f) The Letters of Credit.

(g) A Junior Collateral Assignment of the Beneficial Interest in the Lessee Trust.

(h) A Senior Collateral Assignment of the Beneficial Interest in the C.A.D.F. Trust.

(i) Environmental Indemnity Agreements executed on behalf of C.A.D.C. and C.A.D.F certifying to the City that the Property is in compliance with applicable federal, state and municipal environmental laws and regulations and indemnifying the City with respect to such matters.

(j) A true copy of the lease establishing the Leasehold and an executed estoppel letter from the Chicago Board of Education, as lessor, certifying among other things, that the lease is valid and binding and that there exists no default by the lessee thereunder.

(k) An A.L.T.A. Mortgage title insurance policy (Loan Policy -- 1970) with comprehensive endorsement No. 1 (or equivalent) and such other endorsements as may be required by the City, issued by Chicago Title Insurance Company ("Title Company") in the aggregate principal amount of the C.D. Float Loan Note, showing good and marketable fee simple title to (i) the Real Estate (other than the C.A.D.F. Property and other than the fee encumbered by the Leasehold) to be in the C.A.D.C. Trustee, (ii) the Leasehold to be in the Lessee Trust, and (iii) the C.A.D.F. Property to be in the C.A.D.F. Trustee, and insuring the lien of the C.D. Float Loan Mortgage to be a valid and enforceable lien on the Middle Property, the North Property and the C.A.D.F. Property with the priorities described in Section 6.9 hereof and the lien of the collateral assignment required by subsection (g) above to be a valid and enforceable lien on the beneficial interest in the Lessee Trust, subject only to the Phase 1A1 Construction Loan Security Documents and the Permitted Encumbrances, which policy shall cover the date of recording of the C.D. Float Loan Mortgage, shall be dated the C.D. Float Loan Closing Date and shall otherwise be in form and substance satisfactory to the City.

(l) A survey of the Real Estate and the property subject to the Leasehold prepared and certified to the City and the Title Company by an Illinois registered land surveyor dated not more than ninety (90) days prior to the C.D. Float Loan Closing Date and showing (i) the perimeter boundaries and legal descriptions of the Real Estate and Leasehold and of the Phase 1A1 Property, the Middle Property and the North Property; (ii) the area of the Real Estate and Leasehold and of the Phase 1A1 Property, the Middle Property and the North Property; and (iii) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights-of-way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards applicable to Class A surveys promulgated by the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 (or 1986) and shall contain the certification of the surveyor to the City and the Title Company (among others) as to the accuracy of the survey and the legal description, and to the fact that the Real Estate and Leasehold lie exclusively within Zone "C", an area of minimal flooding, as delineated on the National Flood Insurance

Program's Flood Insurance Rate Map, Community Panel No. 1200740075-B effective June 1, 1981.

(m) Copies of insurance policies or certificates of insurance evidencing that there is in full force the insurance coverage then required by Section 11.1 to be maintained by C.A.D.C.

(n) The legal opinion of the legal counsel to C.A.D.C. and C.A.D.F. dated as of the C.D. Float Loan Closing Date, addressed to the City and to the effect that:

(i) C.A.D.C. is an Illinois corporation and C.A.D.F. is an Illinois not-for profit corporation, each of which is validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Real Estate and Leasehold and the Project;

(ii) This Agreement, the C.D. Float Loan Note and C.D. Float Loan Security Documents, have been duly executed and delivered by the appropriate representatives of C.A.D.C., C.A.D.F. and the Trustees, if any, and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents will not violate, to the best of such counsel's knowledge after due inquiry, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which C.A.D.C., C.A.D.F. or either Trustee is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving C.A.D.C., C.A.D.F. or either Trustee which would affect their ability to consummate the transactions contemplated by this Agreement;

(v) This Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents constitute legal, valid and binding obligations of C.A.D.C., C.A.D.F. or either Trustee enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with C.A.D.C., C.A.D.F. or either Trustee entering into and performing its obligations under this Agreement, the C.D. Float Loan Note, or the C.D. Float Loan Security Documents.

(o) A certificate executed on behalf of C.A.D.C. and C.A.D.F. to the effect that the representations and warranties contained in Article 10 hereof are true, correct and complete as of the C.D. Float Loan Closing Date.

(p) A certified copy of articles of incorporation and bylaws and a good standing certificate for each of C.A.D.C. and C.A.D.F., as of a date or dates not more than 20 days prior to the Closing.

(q) A copy of the Trust Agreement of which each of the Trustees is trustee, certified by the respective Trustees that as of the C.D. Float Loan Closing Date C.A.D.C. or C.A.D.F., as the case may be, is the owner of 100% of the beneficial interest and power of direction thereunder and that there has been no collateral assignment or pledge of the beneficial interest or power of direction or part thereof in the C.A.D.C. Trust (other than to the Phase 1A1 Construction Lender) or C.A.D.F. Trust, as applicable, other than as consented to by the City.

(r) A copy of the Trust Agreement creating the Lessee Trust, certified by the trustee thereof, that as of the C.D. Float Loan Closing Date C.A.D.C. is the owner of 100% of the beneficial interest and power of direction thereunder and that there has been no collateral assignment or pledge of the beneficial interest or power of direction or part thereof in the Lessee Trust other than to the Phase 1A1 Construction Lender or otherwise as consented to by the City.

(s) U.C.C., Judgment and Tax Searches with respect to C.A.D.C., C.A.D.F., the Trustees, the Lessee Trust, Santa Fe Pacific Realty Corporation and the Atchison, Topeka and Santa Fe Railway Company covering Cook County, Illinois and the Illinois Secretary of State's Office showing no liens or judgments other than as consented to by the City.

(t) An intercreditor agreement with the City executed on behalf of the Construction Lender in a form acceptable to the City ("Intercreditor Agreement").

(u) Evidence acceptable to the City that the Construction Loan will be opened simultaneously with the C.D. Float Loan Closing.

(v) A counterpart of the Purchase Agreement for Public R.O.W. in the form of (Sub)Exhibit F, executed on behalf of C.A.D.C. together with all documents required thereby.

(w) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary.

5.5 City's Deliveries At C.D. Float Loan Closing.

Subject to receipt of the above deliveries, the City shall deliver on the C.D. Float Loan Closing Date the principal amount of the C.D. Float Loan by certified check, cashier's check or wire transfer of good funds for payment of the acquisition cost of the Property, together with a counterpart of the Purchase Agreement for Public R.O.W. in the form of (Sub)Exhibit F, executed on behalf of the City.

5.6 Board Of Education Property.

Developer agrees that if it directly or indirectly acquires the fee interest to all or any portion of the property beneficially owned by the Chicago Board of Education and described in (Sub)Exhibit A1 attached hereto, Developer shall, simultaneously with such acquisition, grant to the City or cause to be granted to the City a mortgage lien on such property, with the same priority as the City has with respect to the Middle Property, to secure the C.D. Float Loan.

6. I.D.A.G. Loans.

6.1 Use Of I.D.A.G. Loans.

If the grant of \$2,000,000 in I.D.A.G. funds is received by the City, the City shall make loans to the Developer as follows:

(a) a C.A.D.C./I.D.A.G. Loan of \$1,000,000 to C.A.D.C.; and

(b) a C.A.D.F./I.D.A.G. Loan of \$1,000,000 to C.A.D.F. (collectively, the "I.D.A.G. Loans").

6.2 Use Of Proceeds Of I.D.A.G. Loans.

The C.A.D.C./I.D.A.G. Loan shall be used to pay a portion of the cost of acquiring the C.A.D.C. Property. The C.A.D.F./I.D.A.G. Loan shall be used to pay the cost of acquiring the C.A.D.F. Property.

6.3 Disbursement Of I.D.A.G. Loan Proceeds.

The proceeds of the I.D.A.G. Loans shall be disbursed by the City at a single closing occurring contemporaneously with the C.D. Float Loan Closing. The closing of the I.D.A.G. Loans shall be a so called "New York Style" closing with the delivery of the lender's policies of title insurance and the recording and/or filing of the C.A.D.C./I.D.A.G. Loan Security Documents and the C.A.D.F./I.D.A.G. Loan Security Documents (each as hereinafter defined and collectively the "I.D.A.G. Loan Security Documents") occurring on the closing date. The cost of said closing shall be borne by Developer.

6.4 C.A.D.C./I.D.A.G. Loan Note.

The C.A.D.C./I.D.A.G. Loan shall be evidenced by the C.A.D.C./I.D.A.G. Loan Note as set forth in (Sub)Exhibit C. The C.A.D.C./I.D.A.G. Loan Note shall be executed by C.A.D.C. and the C.A.D.C. Trustee, delivered to the City, and shall be dated the date of the closing on the C.A.D.C./I.D.A.G. Loan. The C.A.D.C./I.D.A.G. Loan Note shall mature seven years from the closing date of the C.A.D.C./I.D.A.G. Loan (the "C.A.D.C./I.D.A.G. Loan Maturity Date"). The amounts from time to time outstanding under the C.A.D.C./I.D.A.G. Loan Note shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years, four percent (4%) per annum for the second two years and five percent (5%) per annum thereafter until maturity computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. Interest only shall be payable monthly during the term of the C.A.D.C./I.D.A.G. Loan, with the entire balance of the principal and accrued interest payable on the C.A.D.C./I.D.A.G. Loan Maturity Date. The C.A.D.C./I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by the The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand.

6.5 C.A.D.C.'s Deliveries At C.A.D.C./I.D.A.G. Loan Closing.

As an express condition to the closing of the C.A.D.C./I.D.A.G. Loan, all conditions precedent to the C.D. Float Loan Closing shall have been satisfied and C.A.D.C. shall deliver the following to the City:

(a) C.A.D.C./I.D.A.G. Loan Note, executed on behalf of C.A.D.C. and the C.A.D.C. Trustee;

(b) Subordinate Mortgage encumbering the North Property, subject only to the C.D. Float Loan Security Documents (collectively referred to hereafter as the "Prior Security Documents"), and the Permitted Encumbrances, executed on behalf of C.A.D.C. and the C.A.D.C. Trustee;

(c) C.A.D.C.'s guaranty of performance of the Project in form and substance reasonably acceptable to the City;

(d) An A.L.T.A. second mortgage title insurance policy (Loan Policy --1970) with comprehensive endorsement No. 1 (or equivalent) and such other endorsements as may be required by the City, issued by Chicago Title Insurance Company in the aggregate principal amount of \$1,000,000, showing good and marketable fee simple title to (i) the North Property to be in the C.A.D.C. Trustee, and insuring the lien of the Subordinate

Mortgage to be a valid and enforceable lien on the North Property, subject only to Permitted Encumbrances, and the Prior Security Documents, which policy shall cover the date of recording of the Subordinate Mortgage, shall be dated the closing date of the C.A.D.C./I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

(e) A Subordinate Security Agreement executed on behalf of the C.A.D.C. and the C.A.D.C. Trustee and subject only to the Prior Security Documents;

(f) A Subordinate Collateral Assignment of Rents and Leases executed on behalf of C.A.D.C. and the C.A.D.C. Trustee and subject only to the Prior Security Documents;

(g) A survey or surveys meeting all the requirements of the survey required under Section 5.4(k) above, dated not more than ninety (90) days prior to the closing date of the C.A.D.C./I.D.A.G. Loan and showing the perimeter boundaries of the C.A.D.C. Property;

(h) The legal opinion of C.A.D.C.'s legal counsel dated as of the closing date of the C.A.D.C./I.D.A.G. Loan, addressed to the City and to the effect that:

(i) C.A.D.C. is an Illinois corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;

(ii) This Agreement, the C.A.D.C./I.D.A.G. Loan Note and the C.A.D.C./I.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of C.A.D.C. and of the C.A.D.C. Trustee and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the C.A.D.C./I.D.A.G. Loan Note and the C.A.D.C./I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge after due inquiry, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which C.A.D.C. or the C.A.D.C. Trustee is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving C.A.D.C. or the C.A.D.C. Trustee which would affect C.A.D.C.'s or the C.A.D.C. Trustee's ability to consummate the transaction contemplated by this Agreement;

(v) This Agreement, the C.A.D.C./I.D.A.G. Loan Note and C.A.D.C./I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of C.A.D.C. and the C.A.D.C. Trustee enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with C.A.D.C. or the C.A.D.C. Trustee entering into and performing its obligations under this

Agreement, the C.A.D.C./I.D.A.G. Loan Note or the C.A.D.C./I.D.A.G. Loan Security Documents.

(i) Certifications of C.A.D.C. that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which C.A.D.C. is a party or to which any property of C.A.D.C. is or may be subject, which, if determined adversely to C.A.D.C., would materially and adversely affect the ability of C.A.D.C. to Complete the Project.

(j) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "C.A.D.C./I.D.A.G. Loan Security Documents".)

6.6 Transfer Of C.A.D.F. Property.

C.A.D.F. will acquire the C.A.D.F. Property with the proceeds of the C.A.D.F./I.D.A.G. Loan.

6.7 C.A.D.F./I.D.A.G. Loan Note.

The C.A.D.F./I.D.A.G. Loan shall be evidenced by the C.A.D.F./I.D.A.G. Loan Note as set forth in (Sub)Exhibit C1. The C.A.D.F./I.D.A.G. Loan Note shall be executed by C.A.D.F. and the C.A.D.F. Trustee, delivered to the City and dated the date of the closing of the C.A.D.F./I.D.A.G. Loan. The C.A.D.F./I.D.A.G. Loan Note shall mature seven years from the closing date of the C.A.D.F./I.D.A.G. Loan Maturity Date"). The amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years, four percent (4%) per annum for the second two years, and five percent (5%) thereafter until maturity computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. Interest only shall be payable monthly during the term of the C.A.D.F./I.D.A.G. Loan, with the entire balance of the principal and accrued interest payable on the C.A.D.F./I.D.A.G. Loan Maturity Date. The C.A.D.F./I.D.A.G. Loan Note may be prepaid, in whole or in part, at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at two percent (2%) per annum above the rate per annum equal to the rate of interest published or publicly announced from time to time by The First National Bank of Chicago as its corporate base rate or equivalent rate of interest, with the rate charged to fluctuate concurrently with such corporate base rate, and such interest shall be due and payable upon demand.

6.8 C.A.D.F.'s Deliveries At C.A.D.F./I.D.A.G. Loan Closing.

As express conditions to the closing of the C.A.D.F./I.D.A.G. Loan, all conditions precedent to the C.D. Float Loan Closing shall have been satisfied and C.A.D.F. shall deliver the following to the City on the I.D.A.G. Loan Closing Date:

(a) C.A.D.F./I.D.A.G. Loan Note, executed on behalf of C.A.D.F. and the C.A.D.F. Trustee;

(b) Mortgage ("C.A.D.F. Mortgage") encumbering the C.A.D.F. Property, executed on behalf of C.A.D.F. and the C.A.D.F. Trustee;

(c) An A.L.T.A. second mortgage title insurance policy (Loan Policy -- 1970) with comprehensive endorsement No. 1 (or equivalent) and such other endorsements as may be required by the City, issued by Chicago Title Insurance Company in the amount of \$1,000,000, showing good and marketable fee simple title to the C.A.D.F. Property to be in C.A.D.F. or the C.A.D.F. Trustee and insuring the lien of said Mortgage to be a valid and enforceable prior lien on the C.A.D.F. Property subject only to the C.D. Float Loan Mortgage and to the Permitted Encumbrances, which policy shall cover the date of recording of said Mortgage, shall be dated the closing date of the C.A.D.F./I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

(d) A Junior Collateral Assignment of the entire beneficial interest in and power of direction over the C.A.D.F. Trust;

(e) A Security Agreement executed on behalf of C.A.D.F. and the C.A.D.F. Trustee;

(f) An Assignment of Rents and Leases executed on behalf of C.A.D.F. and the C.A.D.F. Trustee;

(g) A survey or surveys meeting all the requirements of the survey required under Section 5.4 (k) above, dated not more than ninety (90) days prior to the closing date of the C.A.D.F./I.D.A.G. Loan and showing the perimeter boundaries of the C.A.D.F. Property;

(h) Environmental Indemnity Agreement executed on behalf of C.A.D.F. certifying to the City that the C.A.D.F. Property is in compliance with applicable federal, state and municipal environmental laws and regulations and indemnifying the City with respect to such matters;

(i) The legal opinion of C.A.D.F.'s legal counsel dated as of the closing date of the C.A.D.F./I.D.A.G. Loan, addressed to the City and to the effect that:

(i) C.A.D.F. is an Illinois not-for-profit corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the C.A.D.F. Property and the C.A.D.F. Project;

(ii) This Agreement, the C.A.D.F./I.D.A.G. Loan Note and the C.A.D.F./I.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of C.A.D.F. and the C.A.D.F. Trustee and such execution and delivery has been duly authorized;

(iii) The execution and performance of this Agreement, the C.A.D.F./I.D.A.G. Loan Note and the C.A.D.F./I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge after due inquiry, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which C.A.D.F. or the C.A.D.F. Trustee is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving C.A.D.F. or the C.A.D.F. Trustee which would affect C.A.D.F.'s or the C.A.D.F. Trustee's ability to consummate the transactions contemplated by this Agreement;

(v) This Agreement, the C.A.D.F./I.D.A.G. Loan Note and the C.A.D.F./I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of C.A.D.F. and the C.A.D.F. Trustee enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with C.A.D.F. or the C.A.D.F. Trustee entering into and performing its obligations under this Agreement, the C.A.D.F./I.D.A.G. Loan Note or the C.A.D.F./I.D.A.G. Loan Security Documents.

(j) Certification of C.A.D.F. that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which C.A.D.F. is a party or to which any property of C.A.D.F. is or may be subject, which, if determined adversely to C.A.D.F. would materially and adversely affect the ability of C.A.D.F. to Complete the Project.

(k) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "C.A.D.F./I.D.A.G. Loan Security Documents".)

6.9 Relative Priority Of Liens.

Notwithstanding the prior provisions of this Agreement, the City acknowledges that, with respect to the C.D. Float Loan, it will have (i) no mortgage lien or related security interest on the Phase 1A1 Property, (ii) a third mortgage lien and related security interests against the Middle Property (subject to a first and second mortgage and related security interest in favor of the Construction Lender to secure the Phase 1A1 Construction Loan and payments made to the City under the Letters of Credit), (iii) a junior collateral

assignment of the beneficial interest in the Lessee Trust, (iv) a first mortgage lien and related security interests in the North Property and (v) a second mortgage lien and related security interests in the C.A.D.F. Property. The City further acknowledges that the I.D.A.G. Loan Security Documents shall not encumber the 1A1 Property or the Middle Property, including, without limitation, leases thereof and equipment and personal property used thereon.

7. Tax Base Of Property.

Developer, its successors and assigns, hereby covenant and agree with the City as follows:

7.1 Declaration Of Property As Redevelopment Project Area.

The Property is part of a Redevelopment Project Area, as such term is defined in the T.I.F. Act, Chapter 24, paragraph 11-74.4-1 et seq. of the Illinois Revised Statutes.

7.2 Purpose Of Redevelopment Project Area.

A redevelopment project area has been created to benefit the redevelopment of the Property, to encourage private investment and restore and enhance the tax base of the taxing district.

7.3 Acknowledgment Of Taxes.

Developer agrees:

(i) that for the purposes of this Agreement the total projected minimum assessed values of the real estate constituting the Project phase shown which is necessary to support the debt service indicated ("Minimum Assessed Value") for the respective portions of the Property and the Project are shown in Part I of (Sub)Exhibit G for the years as noted on that exhibit;

(ii) that Part II of (Sub)Exhibit G sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and

(iii) that the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years as shown are indicated on (Sub)Exhibit H.

7.4 No Exemption.

With reference to the assessment of the Property and the Project or any part thereof, neither Developer nor any assignee or transferee of or successor in interest to Developer shall, for any year that the Chinatown Tax Increment Redevelopment Area Plan and Project as provided in the T.I.F. Ordinances, as may be amended from time to time, is in effect, apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)).

7.5 No Reduction.

Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer, shall, for any year referred to in (Sub)Exhibit G, directly or indirectly, initiate or apply for proceedings in order to, or seek to, lower the assessed value of all or part of the Property or the Project below the amount of the Minimum Assessed Value applicable to such year and to such bond series amount as shown in (Sub)Exhibit G while any T.I.F. Bonds are outstanding.

7.6 No Objections.

Neither Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to Developer, shall for any year referred to in (Sub)Exhibit G or for any year that the Chinatown Tax Increment Redevelopment Area Plan and Project is in effect, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any Underassessment Complaint, as hereinafter defined, with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer. For purposes of this Section 7.6, the term "Underassessment Complaint" means a complaint seeking to increase the assessed value of the Project, but not above the level set forth in (Sub)Exhibit G in respect to any year.

7.7 Understanding Of The Parties.

The foregoing covenants in Sections 7.4, 7.5 and 7.6 above shall be construed and interpreted as an express agreement by Developer with the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the exhibits attached hereto may be used by the City, in the City's discretion, as admissions against Developer's interest in any proceeding. [If real estate taxes on the C.A.D.F. Property will not be used to support the T.I.F., add language to the following effect: Since it is intended that C.A.D.F. be a tax exempt not-for-profit corporation which would own and operate elderly housing and a community center on the C.A.D.F. Property, and that therefore the

C.A.D.F. Property would not generate real estate taxes, the provisions of Subsections 7.4, 7.5 and 7.6 shall not apply to the C.A.D.F. Property as long as C.A.D.F. (i) has applied for and not been refused tax-exempt status, or, if it has achieved such status, maintains such tax-exempt status and (ii) owns the C.A.D.F. Property.]

7.8 Covenants Running With Land.

The parties agree that the restrictions contained in this Article 7 are covenants running with the land and a memorandum thereof shall be recorded with the Cook County Recorder of Deeds. These restrictions shall be binding upon Developer, and its agents, representatives, tenants, lessees, successors, assigns and transferees from and after the date hereof; provided, however, that the covenants shall be null and void if and when there are no T.I.F. Bonds outstanding and unpaid. Developer agrees that any sale, conveyance or transfer of title to all or any portion of the Property from and after the date hereof shall be made subject to such covenants and restrictions. The Developer further agrees, that it shall pay the real estate taxes on those portions of the Property for which it holds an ownership or leasehold interest promptly before the date of delinquency of such tax bills.

8. Construction Of Project.

8.1 Project Budget And Balancing.

Not less than 20 days prior to the C.D. Float Loan Closing Date, the Developer shall deliver to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, (i) setting forth all estimated "Development Costs" (as defined in (Sub)Exhibit H1) of the total Project and each phase thereof, (ii) setting forth all construction and non-construction Development Costs to be incurred, and (iii) disclosing that the Phase 1A1 Construction Loan and Developer's Equity will be sufficient to pay all Development Costs incurred or to be incurred to Complete Phase 1A1 of the Project. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project.

8.2 Construction Contract.

(a) Developer shall enter into a construction contract with a general contractor for construction of Phase 1A1 ("Phase 1A1 General Contractor") that guarantees a fixed price for construction of Phase 1A1 of the Project ("Phase 1A1 Construction Contract"). The Phase 1A1 Construction Contract and all other contracts and subcontracts for services and materials relating to the construction of Phase 1A1 shall expressly waive any right to a mechanic's or materialman's lien against any of the Property other than the Phase 1A1 Property. Not less than 20 days prior to the C.D. Float Loan Closing Date, Developer shall

deliver a certified copy of the Phase 1A1 Construction Contract to the City together with any modifications, amendments or supplements thereto.

(b) Developer shall not authorize or permit the performance of any remodeling, reconstruction, demolition or construction constituting a part of the Project or furnishing of materials to the Project in connection therewith ("Work") pursuant to any Change Order without giving ten (10) business days prior notice to the City, and, except for Change Orders whose cost is Fifty Thousand Dollars (\$50,000) or less, to an aggregate amount of Four Hundred Thousand Dollars (\$400,000), without obtaining the prior written approval of the City in each and every instance, which shall be given or denied within ten (10) business days after receipt by the City of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the Phase 1A1 General Contractor to this effect. Failure by the City to approve or deny any Change Order request pursuant to this section within said ten (10) business day period shall be deemed approval of the particular Change Order in question for purposes of loan administration only, but shall not be deemed an approval with respect to compliance with City codes, ordinances and regulations, with which Developer must comply. Any approval (or deemed approval) shall only be for purposes of loan administration and shall have no effect upon nor shall it be a waiver of Developer's obligations to comply with all City codes, ordinances and regulations. "Change Order" shall mean any amendment or modification to the approved plans and specifications for Phase 1A1 of the Project or the Phase 1A1 Construction Contract or any subsequent phases of the Project or subsequent construction contracts relating to such subsequent phases. The City's approval of the Change Order shall not be deemed to imply any increase in funding or other assistance to Developer.

8.3 Progress Reports.

Developer shall provide the City with monthly progress reports detailing the status of construction of the Project.

9. Project Development.

9.1 Development Standards.

In consideration of, among other things, the City's approval of Developer's plat of subdivision for the Property, Developer shall develop the Project and Property in accordance with the requirements of this Agreement and in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

9.2 Schedule Of Construction.

Developer covenants and agrees, subject to "Permitted Delays" (as defined in (Sub)Exhibit H1), that it shall begin construction of Phase 1A1 of the Project promptly after the date of issuance of the C.D. Float Loan Note and that it shall diligently "Complete" (as defined in (Sub)Exhibit H1) construction of Phase 1A1 of the Project by the date 18 months after the date of issuance of the C.D. Float Loan Note.

9.3 Payment And Performance Bonds.

The Developer shall require in the construction contract for each phase of the Project that the general contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects forms (No. A311) or their equivalent, with the City being shown as obligee or as an additional obligee. The general contractor may, at its election, require bonds from subcontractors.

9.4 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by all applicable City ordinances and federal or state laws and regulations, and, until the barricades erected pursuant to this section are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

9.5 Covenant For The Property.

Not less than 20 days prior to the C.D. Float Loan Closing Date, the Developer shall execute and deliver to the City a written covenant in form and content specified by the Commissioner not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

10. Developer Representations And Warranties.

The Developer represents and warrants to the City as follows:

10.1 Organization And Authority.

C.A.D.F. is a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois, and C.A.D.C. is a corporation duly organized and validly existing under the laws of the State of Illinois, and each such corporation has full power and authority to acquire, own, develop and operate the Property and the Project and perform its obligations hereunder.

10.2 Litigation.

There are no proceedings pending or, to the knowledge of any Developer, threatened against or affecting any Developer in any court or before any governmental authority which involves the possibility of materially and adversely affecting the business or condition (financial or otherwise) of any Developer or the ability of any Developer to perform its obligations under this Agreement, the C.D. Float Loan Note, the I.D.A.G. Loan Notes, the C.D. Float Loan Security Documents or the I.D.A.G. Loan Security Documents.

10.3 Authorization.

The consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the C.D. Float Loan Note, the I.D.A.G. Loan Notes, the bond purchase agreement(s) for the T.I.F. Bonds, the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents:

(i) are within the powers of and have been duly authorized by all necessary action on the part of the Developer; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture, agreement or other instrument to which Developer is subject.

10.4 Use Of Proceeds.

The Developer will use (i) the proceeds of the C.D. Float Loan and the I.D.A.G. Loans solely for the purposes of purchasing the Property and paying other Redevelopment Costs; and (ii) the T.I.F. Funds solely for construction of the T.I.F. Improvements and related costs provided for in this Agreement.

10.5 Governmental Approvals.

The Developer has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the Project.

10.6 Development Plan.

All of the information contained in the development plan dated July 11, 1989, which Developer has delivered to the City and separately identified ("Development Plan") is true, correct and complete; Developer shall, in advance of each subsequent phase, deliver a more detailed development plan with respect to such phase, which plan shall be subject to acceptance and approval by the Commissioner; the information to be contained in such subsequent development plans shall be true, correct and complete; and Developer shall give prior written notice to the Commissioner of any proposed changes in the Development Plan and in development plans for subsequent phases.

10.7 Tax Receipts.

After investigation, Developer has no reason to believe that the tax receipts estimated to be received from the Property for the years set forth in (Sub)Exhibit H are not accurate estimates.

11. Developer Covenants.

The Developer covenants and agrees with the City as follows:

11.1 Insurance.

Beginning with the C.D. Float Loan Closing Date, the Developer shall insure the Property in such amounts and against such risks and hazards as set forth in (Sub)Exhibit H2. Throughout the term of the C.D. Float Loan and the I.D.A.G. Loans, Developer shall keep the Property continuously insured in such amounts and against such risks and hazards as the City may from time to time reasonably require, and Developer shall pay as the same become due all premiums in respect thereto.

Copies or certificates of the insurance policies required by this section shall be delivered to the City at least 15 days prior to the C.D. Float Loan Closing Date, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date.

Policies of insurance provided for in this section shall be maintained with companies reasonably satisfactory to the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured, and all proceeds thereunder in the case of loss or damage shall, subject to the rights of the Issuer or the Phase 1A1 Construction Lender, be payable to the City pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days' prior written notice to the City.

11.2 Damage And Destruction.

If, prior to the payment in full of the C.D. Float Loan Note and the I.D.A.G. Loan Notes, the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the Developer shall give written notice of any such damage or destruction to the City. Subject to the rights of the Issuer or the Phase 1A1 Construction Lender, the City shall, at its option, and is hereby authorized to, adjust and collect any insurance proceeds and (a) apply such proceeds against (i) the expense incurred in adjusting and collecting such insurance proceeds and (ii) the indebtedness secured by the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents in such priority as the City may elect; or (b) apply the insurance proceeds to reimburse the Developer for the cost of restoring, repairing, replacing or rebuilding the Project. Notwithstanding the foregoing, if the Phase 1A1 Construction Lender elects to allow Developer to utilize the insurance proceeds for reconstruction of Phase 1A1 and such insurance proceeds, together with Developer's contributions, are sufficient to complete such reconstruction, the City will permit the use of the insurance proceeds for reconstruction.

11.3 Condemnation And Eminent Domain.

(a) Subject to the rights of the Issuer and the Phase 1A1 Construction Lender, any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of Phase 1A1 or the Middle Property, whether temporarily or permanently, are hereby assigned by the Developer to the City, and the City is hereby authorized to give appropriate receipts and acquittances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward creation of a reserve fund owned and held by the City which shall be used, until exhausted, to pay interest when and as due on the C.D. Float Loan Note and the I.D.A.G. Loan Notes as the City deems appropriate and any amount in excess of all interest due or to become due under the C.D. Float Loan Note and the I.D.A.G. Loan Notes shall be applied to principal against such Note or Notes as the City shall direct.

(b) Any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the North Property or the C.A.D.F. Property, whether temporarily or permanently, are hereby assigned by the Developer to the City, and the City is hereby authorized to give appropriate

receipts and acquittances therefor. After deducting from such award for such taking all of its expense incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward creation of a reserve fund owned and held by the City which shall be used, until exhausted, to pay interest when and as due on the C.D. Float Loan Note and the I.D.A.G. Loan Notes as the City deems appropriate and any amount in excess of all interest due or to become due under the C.D. Float Loan Note and the I.D.A.G. Loan Notes shall be applied to principal against such Note or Notes as the City shall direct.

11.4 Financial Reports.

Until payment in full of the I.D.A.G. Loan Notes and the C.D. Float Loan Note, the Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of such Developer, a balance sheet certified by the Developer as to accuracy, and a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses; and net annual cash flow resulting from the operation of the Project.

11.5 Survival Of Covenants.

Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the loan closings or earlier termination of this Agreement, shall survive such closings or termination.

11.6 No Third Party Beneficiaries.

This Agreement shall be only for the benefit of the City and the Developer, and no other person or party may claim any benefit of the provisions hereof.

11.7 No Waiver By Delay.

Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or operate to deprive such party of, or limit, such rights in any way. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

11.8 Time Is Of Essence.

Time is of the essence of this Agreement.

11.9 Liens.

The Property and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the Phase 1A1 Construction Loan Documents, the C.D. Float Loan Security Documents, the I.D.A.G. Loan Security Documents and the Permitted Encumbrances. Notwithstanding the foregoing, Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided Developer shall either cause Chicago Title Insurance Company to insure over such mechanic's or materialsman's lien for the benefit of the City or first post a bond in an amount not less than one hundred fifty percent (150%) of the amount of the claim and provided further in either such case that Developer diligently prosecutes the claim and causes the removal of such lien.

11.10 Payment Of Taxes And Assessments.

Developer shall pay all taxes, assessments, water charges, sewer charges and the like on the Project and the Property when the same are due and before any penalty attaches and shall provide the Department or other City monitoring department or agency designated by the Department with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, Developer may, except as otherwise provided in this Agreement (see e.g., Article 7), in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges; provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

11.11 Books And Records.

Developer shall keep and maintain separate, complete, accurate and detailed books and records relating to the C.D. Float Loan, the I.D.A.G. Loans, the T.I.F. Bonds and the development and operation of the Project and the T.I.F. Improvements. Developer shall allow the City and the U. S. Department of Housing and Urban Development and their respective authorized representatives (i) to have access at any time during normal business hours to the books and records kept by or on behalf of Developer in connection with the C.D. Float Loan, the I.D.A.G. Loans, the T.I.F. Bonds and the construction and operation of the Project and the T.I.F. Improvements and (ii) to make copies of any documents or instruments relating to the Project.

11.12 Indemnification.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of Developer to perform its obligations under this Agreement or (ii) the failure of Developer or any contractor to pay contractors, subcontractors, or materialmen in connection with the Project or the T.I.F. Improvements or (iii) material misrepresentations or omissions in the Development Plan, this Agreement or any financing documents related thereto which are the result of information supplied or omitted by the Developer or by agents, employees, contractors, or persons acting under the control or at the request of the Developer, or (iv) the failure of Developer to cure any misrepresentations or omissions in this Agreement or any other agreement relating hereto, or (v) any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer, or (vi) any violation of any applicable statute, rule or regulation for the protection of the environment which occurs upon the Property or in connection with the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of such violation; provided, however, that this indemnity shall not apply to any act or omission arising from the City's own negligence; provided further, however, that to the extent that the City is strictly liable in respect to the Property under any such environmental statute, Developer's obligation to the City under this indemnity shall likewise be without regard to fault on the part of Developer with respect to the violation of law which results in liability to the City. Developer further agrees that the indemnity in the foregoing subsection (vi) and the representations and warranties contained therein or related thereto shall continue and remain in full force and effect beyond the term of this Agreement and shall be terminated only when there is no further obligation of any kind, whether in law or equity or otherwise of the City in connection with such environmental cleanup costs, environmental liens or environmental matters involving the Property.

11.13 Assignability And Transfer; Stock Issuance.

(a) Neither Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its or their interest in Developer, which transfer or assignment results in a change of control over Developer or creates any conflict of interest under or otherwise violates any state, federal or local law, ordinance, regulation or ruling, nor (nor cause or permit the C.A.D.C. Trustee or the C.A.D.F. Trustee to) assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the C.A.D.C. Trust or the C.A.D.F. Trust or in the Property, except for pre-sales of commercial and residential parcels in Phase 1A1 and/or entering into contracts for same, without the prior written consent of the Department or other City department or agency designated by the Department being first obtained. If requested by the Commissioner, Developer's shareholders shall enter into a restricted stock agreement with the City agreeing to the foregoing. Unless agreed to herein or hereafter in writing, no assignment, lease, transfer or conveyance, whether or not consented to by the Department or other City department or

agency designated by the Department, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Property, the Developer, or this Agreement, whether or not consented to by the Department or other City department or agency designated by the Department, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this section, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

(b) Developer may issue additional stock only as allowed and provided in (Sub)Exhibit H3.

11.14 Completion Of Project.

The Developer shall "Complete" (as defined in (Sub)Exhibit H1) the Project in a timely manner, recognizing that I.D.F.A., in selecting the City for the award of the I.D.A.G.s, relied in material part upon the assured Completion of the Project.

11.15 Certification Of Completion.

After completion of the construction of the Project and the T.I.F. Improvements in accordance with this Agreement, the Commissioner shall promptly, at Developer's request, furnish Developer with an appropriate instrument so certifying. The certification by the Commissioner shall be conclusive determination of satisfaction and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project and the T.I.F. Improvements or cause them to be constructed. The certification shall be in such form as will enable it to be recorded. The Commissioner shall respond to Developer's written request for a certificate of completion within 30 days after the Commissioner's receipt thereof, either with the issuance of a certificate of completion, or with a written statement indicating in adequate detail how Developer has failed to complete the construction in conformity with this Agreement, with the Development Plan or with the applicable development plan accepted and approved by the Commissioner for any phase subsequent to Phase 1A1, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the Commissioner, for Developer to take or perform in order to obtain the certification. If the Commissioner requires additional measures or acts of Developer to assure compliance, Developer shall resubmit a written request for a certificate of completion upon compliance with the Commissioner's response.

11.16 Projected Jobs.

C.A.D.C. and C.A.D.F. jointly shall create or cause to be created with respect to the Project:

(i) by the date two (2) years after the C.D. Float Loan Closing Date two hundred (200) temporary, construction jobs; and (ii) by each of the dates three (3), four (4), five (5) and six (6) years after the C.D. Float Loan Closing Date, an additional twenty (20), ten (10), three hundred fifteen (315) and four hundred fifteen (415) (for a total of seven hundred sixty (760)) new, permanent jobs, respectively. Of such temporary and permanent jobs: (i) seventy percent (70%) shall be for "low and moderate income" persons, as defined in the I.D.A.G. Regulations (promulgated pursuant to Ill. Rev. Stat. 1983, Ch 48, par. 850.01 et seq. as amended); and

(ii) twenty-five percent (25%) shall be for persons who are citizens or lawful residents of the United States and who are African American, Hispanic, Asian American, Native American or Pacific Islander ("Minorities"). Each Developer shall provide the City with quarterly reports commencing on the date three (3) months after the C.D. Float Loan Closing Date regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by Minorities and low and moderate income persons.

11.17 Access To Property.

The City and I.D.F.A. and their authorized agents or representatives shall, at all reasonable times, have access to the Property and the Project for the purpose of inspecting same.

11.18 No Rights Of Developer Under I.D.A.G. Agreements.

Developer acknowledges that the making of the I.D.A.G. Loans by the City pursuant to this Agreement and the transfer of I.D.A.G. funds to the Developer shall not be deemed an assignment of the agreements between the City and I.D.F.A. with respect to the I.D.A.G.s for the Project ("I.D.A.G. Agreements") or such I.D.A.G. funds to Developer, and Developer shall neither succeed to any rights, benefits or advantages of the City under the I.D.A.G. Agreements, nor attain any rights, privileges, authorities or interests thereunder.

11.19 Conflict Of Interest.

To the best of Developer's knowledge, no person holding any office of the City, either by election or appointment under the laws or constitution of the State of Illinois, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any Work relating to the Project in the making or letting of which such officer has been called upon to act or vote. To the best of Developer's knowledge, no such officer represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or Work relating to the Project in regard to which such

officer has been called upon to vote, nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

11.20 Equal Employment Opportunity.

Developer agrees that in connection with the construction and operation of the Project:

(a) 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.

(b) If it hires additional employees in order to perform Work at the Project, it will determine the availability (in accordance with the rules and regulations of the Illinois Human Rights Department) of Minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that Minorities and women are not underutilized.

(c) 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.

(d) 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 obligations required under the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department. If any such labor organization or representative fails or refuses to cooperate in efforts to comply with the Illinois Human Rights Act and said rules and regulations, it will promptly so notify said Department and I.D.F.A. and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) It will submit reports as required by the rules and regulations of the Illinois Human Rights Department, furnish all relevant information as may from time to time be requested by said Department or by I.D.F.A., and in all respects comply with the Illinois Human Rights Act and said rules and regulations.

(f) It will permit access to all relevant books, records, accounts and the Property by personnel of I.D.F.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(g) It will include verbatim or by reference the provisions of this Section 11.20 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

(h) It will not utilize any contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(i) It shall comply with the First Source Agreement and the Affirmative Action Plan (which includes the Women's Business Enterprise and Minority Business Enterprise requirements) set forth or referred to in (Sub)Exhibit I.

11.21 Developer's Covenant To Redevelop.

Promptly after the date hereof, Developer shall plan and construct the Project and T.I.F. Improvements in accordance with the ordinances relating thereto, the Development Plan, this Agreement, the Site Plan set forth in (Sub)Exhibit J ("Site Plan") and the plans and specifications to be prepared by Developer and approved by Department as provided in this Agreement.

11.22 Time For Completion.

Developer shall complete construction of the Phase 1A1 T.I.F. Improvements (and Phase 1A1 itself) by the date 18 months after the date of issuance of the C.D. Float Loan Note, subject to any permitted delay provisions of this Agreement. Developer shall use its best efforts to complete subsequent phases in accordance with the time schedule set forth in the Development Plan.

11.23 Compliance With Laws.

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

11.24 Plans And Specifications.

At least 30 days prior to the C.D. Float Loan Closing Date, Developer shall cause to be delivered to the City for review and approval complete construction documents containing working drawings and specifications ("Plans and Specifications") for Phase 1A1 of the Project and the T.I.F. Improvements related thereto. Developer shall cause the Project and the T.I.F. Improvements to be constructed in accordance with the Plans and Specifications

approved by the Commissioner. The Plans and Specifications to be prepared by Developer shall conform to the Site Plan and the Development Plan, as amended, from time to time, and all applicable state and local laws, ordinances and regulations. Any amendment to any of the Plans and Specifications or change in the Site Plan must be submitted by Developer to the Commissioner for approval, which approval shall not be unreasonably withheld or delayed. The Site Plan sets forth the outline of the exterior perimeters of buildings. The location of interior walls may be changed to suit various tenants' needs without securing the City's approval. Developer may simultaneously submit Plans and Specifications to the Commissioner and to the City Building Department and any other City regulatory agencies as required.

11.25 Bank Financing.

Developer, at least 30 days prior to the C.D. Float Loan Closing Date, shall have obtained the bank financing called for in Article 12 of this Agreement.

11.26 Restrictions.

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

- A. develop the Property in accordance with the uses set forth herein and in the Development Plan (and any additional development plans accepted and approved by the Commissioner); and
- B. devote the Property to, and only to, the uses specified herein and in the Development Plan (and any additional development plans accepted and approved by the Commissioner); and
- C. not discriminate upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof.

It is intended and agreed that the covenants provided in (B) above shall remain in effect from the date of execution of this Agreement until December 15, 2009, and the covenants provided in (C) above shall remain effective without any time limitation, provided, that such agreements and covenants shall be binding on the Developer itself, each successor in interest to the Property, and in every party thereof, and each party in possession or occupancy, respectively, only for such period as such successor or party shall have title to or an interest in, or possession or occupancy of the Property.

11.27 Use Of Sales Proceeds.

Developer shall not use the proceeds of sales of portions of the Project or any working capital or other funds of C.A.D.C. or C.A.D.F. for any purpose otherwise than as specified in (Sub)Exhibit K.

11.28 Affordable Housing.

Developer shall insure that not less than 20% of the housing units in the Project shall be made available for lower income individuals and that other affirmative action goals with respect to the residents of the housing/residential portions of the Project are achieved, all as more specifically provided on (Sub)Exhibit L.

11.29 Covenants Running With The Land.

It is intended and agreed that all covenants provided in this Agreement on the part of Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part thereof.

12. Conditions Precedent To Loan Closings.

The parties hereto acknowledge and agree that the obligations of the City to make the loans contemplated by this Agreement are expressly conditioned upon prior performance by the Developer of each of the following conditions:

12.1 Construction Loan Commitment.

Developer shall have submitted to the City a true and correct copy of its commitment from First City, Texas -- Houston, N.A. or another lender with total assets of at least \$1.5 Billion to fund a construction loan of approximately \$11 Million for construction of Phase 1A1 of the Project, which commitment shall contain only such conditions as shall be approved by the City.

12.2. Developer's Equity.

Developer shall have furnished the City with evidence satisfactory to the City that Developer has invested or will invest in Phase 1A1 and in the Project prior to the

commencement of Phase 1A1 not less than \$4,500,000.00 ("Developer's Equity"). The Developer's Equity that has not yet been invested in the Project shall be in cash or in other commitments which are readily convertible to cash.

12.3 Deposits.

Developer shall have delivered all of the closing deposits required by this Agreement for the subject loan.

12.4 Compliance With Laws.

Developer shall have furnished to the Department upon receipt thereof (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the Department of the availability of all necessary utilities required for the Project.

12.5 Soil Tests.

Developer shall have furnished to the Department, at Developer's expense, a report of soil tests of the Property satisfactory to the Department.

12.6 Financial Statements.

Developer shall have furnished to the Department current financial statements of C.A.D.C. and C.A.D.F. satisfactory to the Department.

12.7 No Material Change.

There shall have occurred no material change in the composition or financial condition of any Developer or in the commitment of the Phase 1A1 Construction Lender to fund the Phase 1A1 Construction Loan or, at the discretion of the Department, in the feasibility of the Project.

12.8 Appraisal.

Developer shall have delivered to the Department the appraisal of the Property

performed by an M.A.I. appraiser satisfactory to the Department showing the value of the Real Estate and Leasehold to be not less than \$9.125 Million.

12.9 Accuracy Of Representations.

None of the representations and warranties of the Developer made in this Agreement shall have proven to be false or materially inaccurate or misleading.

12.10 Covenants.

Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the subject loan.

12.11 Flood Plain.

The Property shall not be located in a flood plain, but shall lie within Zone "C", an area of minimal flooding as delineated on the National Flood Insurance Program's Flood Insurance Rate Map, Community-Panel No. 170074-0075-B, effective June 1, 1981.

13. Events Of Default And Remedies.

13.1 Events Of Default.

The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Agreement:

(a) failure of the Developer to pay any installment of interest on or principal of the C.D. Float Loan Note within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to pay any installment of interest on or principal of either of the I.D.A.G. Loan Notes within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(c) failure of the Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, the C.D. Float Loan Security Documents, the I.D.A.G. Loan Security Documents, the Phase 1A1 Construction Loan Security Documents or any documents evidencing or securing any construction loan for any phase of the Project within the applicable cure period, if any; or

(d) failure to comply with the commencement and/or completion dates for the construction of Phase 1A1 of the Project set forth in Article 9, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

(e) failure to renew the Letter of Credit in an amount acceptable to the City at least thirty (30) days prior to its expiration at any time during which the C.D. Float Loan Note is outstanding; or

(f) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue or inaccurate in any material respect; or

(g) if default, not contested in good faith, shall occur by the Developer under any construction contract; or

(h) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

(i) if Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver; or

(j) if a trustee, custodian or receiver is appointed for Developer or for the major part of its property and is not discharged within seventy-five (75) days after such appointment; or

(k) if proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such commencement; or

(l) if, except for the pre-sale of commercial and residential parcels in Phase 1A1 and/or entering into contracts for same or as otherwise permitted by this Agreement, the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Property or any part thereof, or attempt to effect any of the foregoing without the prior written consent of the City; or

(m) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer, and if instituted (i) are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution or (ii) are allowed or are consented to; or

(n) any default under any financing of Developer with the Issuer or the Phase 1A1 Construction Lender or any other construction or other lender with respect to the Project.

13.2 Remedies Following Event Of Default.

Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of any Event of Default and failure to cure within the applicable cure period, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) The City may by written notice to the Developer, declare the entire balance of the unpaid principal and interest under the C.D. Float Loan Note and the notes evidencing I.D.A.G. Loans to be due and payable immediately, and upon any such declaration, the principal and interest of the C.D. Float Loan Note and the notes evidencing I.D.A.G. Loans shall become and be immediately due and payable.

(b) The City, with or without entry onto the Property, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the C.D. Float Loan Note, the notes evidencing the I.D.A.G. Loans or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure or sale (including, without limitation, the rights and remedies of a secured party under the Illinois Uniform Commercial Code) or for the enforcement of any other appropriate legal or equitable remedy available under the C.D. Float Loan Security Documents or the I.D.A.G. Loan Security Documents.

13.3 Foreclosure And Sale Of Property.

In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Property subject to the lien of the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents may be sold at one or more sales or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

13.4 Remedies Cumulative.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

13.5 Delay Or Omission Not A Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

13.6 Waiver Of Extension, Valuation And Appraisement Laws.

To the extent permitted by law the Developer agrees, during the continuance of any Event of Default hereunder, not to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the property subject to the lien of the C.D. Float Loan Security Documents or the I.D.A.G. Loan Security Documents, or any part thereof; nor after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

13.7 Agreement Subject To Provisions Of Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

14. Miscellaneous.

14.1 Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified

mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If To The City:

Commissioner, Department of
Economic Development
24 East Congress Parkway
Suite 700
Chicago, Illinois 60605

With Copies To:

Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

and

Jenner & Block
One I.B.M. Plaza
Chicago, Illinois 60611
Attention: Mr. Charles J. McCarthy
and Mr. Joel S. Corwin

If To The Developer

Chinese American
Development Corporation
Chinese American
Development Foundation
209 West 23rd Street
Chicago, Illinois 60616
Attention: Mr. Ping Tom and
Mr. John Tan

With Copies To:

Schwartz & Freeman
Suite 3400
401 North Michigan
Chicago, Illinois 60611
Attention: Mr. Steven N. Klein

Link Programs, Incorporated
205 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attention: Mr. John Heimbaugh

In addition, during the term of the Phase 1A1 Construction Loan a copy of any Notice required hereunder shall be delivered to:

First City, Texas -- Houston, N.A.
1001 Main Street
Houston, Texas 77002
Attention: Mr. Timothy P. Williamson, Vice President

Any Notice shall be deemed delivered three (3) business days after the mailing hereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the Notice changing the address.

14.2 Waiver.

The waiver by any party of a breach of this Agreement shall not operate or be convenience as a waiver of any subsequent breach.

14.3 Captions.

The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

14.4 Case.

Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

14.5 Governing Law.

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

14.6 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

14.7 Further Assurances.

Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any of the security described herein (including without limitation the granting of a fee mortgage in and to the real estate described in the Leasehold if acquired by or on behalf of Developer) or to enable the City to comply with the terms of the I.D.A.G. Agreements or the I.D.A.G. Regulations or any other federal or state law or regulation.

14.8 Entire Agreement; Amendments.

This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

14.9 City's Warranty.

The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

14.10 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

14.11 Term.

This Agreement shall be and remain in full force and effect until the full payment of the C.D. Float Loan and the I.D.A.G. Loans and until the retirement of all Tax Increment Financing Bonds issued for the benefit of the Project, except that the obligations of the Developer under the Affirmative Action Plan shall continue for the period set forth therein.

14.12 Recordation Of Agreement.

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

In Witness Whereof, The parties hereto have executed this Agreement on the date hereinabove first mentioned.

[Signature forms omitted for printing purposes.]

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ President, and _____ Secretary, of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust Number 67060, a Bank organized and existing under the laws of the United States, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said officers of the Bank, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said _____ Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said officer's free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ President, and _____ Secretary, of American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 1, 1987 and known as Trust Number 66666, a Bank organized and existing under the laws of the United States, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as said officers of the Bank, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said _____ Secretary, as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as said officer's free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

My Commission Expires: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the President of Chinese American Development Corporation, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said

instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 19__.

Notary Public

My Commission Expires: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally known to me to be the President of Chinese American Development Foundation, an Illinois not-for-profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ___ day of _____, 19__.

Notary Public

My Commission Expires: _____

State of Illinois)
) SS.
 County of Cook)

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph J. James, personally known to me to be the Commissioner of Economic Development of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as such Commissioner of Economic Development, he signed and delivered the said instrument pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 19____.

 Notary Public

My Commission Expires: _____

[(Sub)Exhibits B, F1, F2, G and J attached to this Amended and Restated Redevelopment/Loan Agreement printed on pages 14589 through 14594 of this Journal.]

(Sub)Exhibits F and H-1 attached to this Amended and Restated Redevelopment/Loan Agreement read as follows:

(Sub)Exhibit "F"

To Loan Agreement.

Purchase Agreement For Public Right-Of-Way.

This Purchase Agreement For Public Right-Of-Way is entered into as of the ____ day of _____, 19____, by and among the City of Chicago, Illinois, a public body corporate (the "City"), Chinese American Development Corporation, an Illinois corporation ("C.A.D.C."), and Chinese American Development Foundation, an Illinois not-for-profit corporation ("C.A.D.F.").

Preliminary Recitals:

A. C.A.D.C. and C.A.D.F. (herein sometimes referred to as "Seller") are parties to certain Real Estate Sale Agreements with Santa Fe Pacific Realty Corporation and the Atchison, Topeka and Santa Fe Railway Company to purchase approximately thirty acres of vacant land (the "Property") situated at Archer Avenue and Wentworth Avenue and more particularly described in Exhibit A attached to the R.L.A. (as hereinafter defined).

B. The City, C.A.D.C., C.A.D.F., American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreements, each dated July 1, 1987, and known as (i) Trust No. 67060 ("C.A.D.C. Trustee") and (ii) Trust No. 66666 ("C.A.D.F. Trustee") are parties to a certain Amended and Restated Redevelopment/Loan Agreement-Chinatown Square Project (the "R.L.A.") dated _____, 1990 relating to the development of the Property. All terms capitalized herein but which are not otherwise defined herein shall have the same meaning as ascribed to them in the R.L.A.

C. In furtherance of the R.L.A., C.A.D.C. and C.A.D.F. shall subdivide or cause the record owner of the Property to subdivide a portion of the Property substantially as shown on the proposed Plat of Subdivision of Chinatown Square prepared by Chicago Guaranty Survey Company as Order No. 8905015 and dated January 31, 1990, a copy of which is attached hereto as (Sub)Exhibit A (the "Proposed Plat").

D. Pursuant to the Proposed Plat, C.A.D.C. or the C.A.D.C. Trustee will dedicate certain portions of the Property to the City as public streets. Such dedication shall include portions of West Cullerton Street, South Wells Street, South China Place, South Princeton Avenue, and South Archer Avenue, all as more particularly shown on the Proposed Plat. The portion of the Property which will be dedicated to the City pursuant to the Proposed Plat is hereinafter referred to as the "Streets" and is more particularly described in (Sub)Exhibit B attached hereto.

E. In consideration of the dedication of the Streets, the City has agreed to pay C.A.D.C. the purchase price (as hereinafter defined) and to issue the T.I.F. Bonds (as defined in the R.L.A.) to finance the improvement of such Streets, all as more particularly set forth in the R.L.A.

Now, Therefore, In consideration of Ten and no/100 Dollars (\$10.00) and other consideration the sufficiency and receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Preamble And Preliminary Recitals.

The preamble and preliminary recitals set forth above are hereby incorporated herein and made a part of this Agreement.

2. Price.

The City agrees to purchase at a price of \$_____ (the "Purchase Price") on the terms set forth herein, the Streets, together with all appurtenances thereto.

3. Sale.

C.A.D.C. agrees to sell the Streets at the price and terms set forth herein, and to convey or cause to be conveyed to City title thereto by a recordable Trustee's deed, subject only to general taxes for the year 1989 and subsequent years, and to matters approved by City, which approval shall not be unreasonably withheld.

4. Payment.

City shall pay the Purchase Price, plus or minus prorations, at the time of closing.

5. Plat Of Survey.

Seller, at its own expense, agrees to furnish City a plat of survey of the Streets dated no earlier than August 1, 1989 made, and so certified by the surveyor to City, and the Title Company (as hereinafter defined) as having been made as a Class A survey in accordance with the Minimum Standard Detail Requirements for A.L.T.A./A.C.S.M. Land Title Surveys, as adopted by the American Land Title Association and the American Congress on Surveying and Mapping, 1988, including, without limitation, all items (except for item 14) in Table 3 thereof. The survey shall also include a certification

by the surveyor that the Streets are not located in a flood plain or special flood hazard zone.

6. Time Of Closing.

The time of closing ("Closing" or "Closing Date") shall be on _____, 1990.

7. No Broker.

Seller and City each warrant to the other that they have dealt with no broker in connection with this transaction. Each party agrees to indemnify, hold harmless and defend the other party from any loss, cost, damages or expense (including reasonable attorney's fees) arising out of a breach of the warranty contained in this Section 7.

8. Title Commitment.

Seller shall deliver or cause to be delivered to City or City's agent, within 20 days after the execution and delivery hereof, the plat of survey and a title commitment for an owner's title insurance policy issued by Chicago Title Insurance Company (the "Title Company") in the amount of the purchase price and including extended coverage over the so-called "general exceptions" covering title to the Streets on or after the date hereof, showing title in the intended grantor subject only to (a) the title exceptions set forth in Section 3 above, and (b) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of Closing and which the Seller may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). At Closing, Seller shall cause the Title Company to issue a policy in the amount of the Purchase Price with extended coverage insuring City as the owner of the Streets subject only to title exceptions set forth in Section 3 above.

9. Taxes.

General taxes shall be adjusted ratably as of the time of Closing. If the amount of the current general taxes is not then ascertainable, the adjustment thereof, except for that amount which may accrue by reason of new or additional improvements, shall be on the basis of 110% of the amount of the most recent ascertainable taxes, subject to reparation when the amount thereof becomes ascertainable. Seller shall pay the amount of any stamp tax imposed by state or county law on the transfer of the title, and furnish a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and

shall furnish any declaration signed by Seller or Seller's agent or meet other requirements as established by any county or local ordinance with regard to a transfer or transaction tax. Such tax required by the local ordinance shall be paid by the party designated in such ordinance.

10. Seller Representations And Warranties.

Seller represents and warrants to City as follows:

10.1 Seller has not used, treated, stored or disposed of, any Hazardous Substances (as hereinafter defined) on the Streets (above or below ground). To the best of Seller's knowledge, certain of such materials may have been used, treated, stored or disposed of on the real estate containing the Streets by prior owners or occupants, as disclosed in those certain environmental surveys prepared by _____ and dated _____ relating to the Property, a copy of which has been previously delivered to the City ("the Environmental Report"). To the best of Seller's knowledge, the Environmental Report is an accurate representation of the environmental conditions which it purports to describe. As used herein, the phrase "Hazardous Substances" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutant or contaminant, including, without limitation, P.C.B.'s, and raw materials that include hazardous constituents or any other similar substances or materials that are included under or regulated by any Environmental Laws. For purposes hereof, the term "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, contamination and cleanup, including without limitation, the comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 6901, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, and applicable state environmental responsibility and cleanup statutes and all rules and regulations under such statutes, as amended.

10.2

The Streets are not located in a flood plain or special flood hazard zone.

10.3

No portion of the Streets are a "wetlands", as defined in the federal Clean Water Act.

10.4

There are no underground storage tanks on the Streets. To the best knowledge of Seller, the Environmental Report accurately described the extent to which underground storage tanks may have been on the Property (and possibly the Streets) at any prior time.

10.5

There are no service contracts, equipment leases or tenant leases relating to the Streets.

10.6

There is no pending or, to Seller's knowledge, threatened action against Seller for breach of any restrictive covenant affecting the Streets.

10.7

Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code. At Closing, Seller shall deliver to City a Certificate of Non-Foreign Status.

11. Department Of Revenue.

Seller agrees promptly to notify the Illinois Department of Revenue (the "Department") of the intended transfer of the Real Estate and to request from the Department a statement whether Seller has any assessed, but unpaid amount of tax, penalty or interest due under the Illinois Income Tax Act, and to give concurrent notice thereof to City. If Seller shall fail to do so, City may do so. Seller's Employer Identification Number is _____. If no stop order is received within thirty (30) days after the filing of said notice, provided that said thirty (30) day period expires prior to the date of Closing, City shall not withhold any of the Purchase Price for the Streets.

12. Disclosure Document.

Seller shall deliver to City, not later than thirty (30) days prior to Closing, a disclosure document in recordable form disclosing all information required to be

disclosed pursuant to the Illinois Responsible Streets Transfer Act (30 Ill. Rev. Stat. 901, et seq.), as amended (the "Act"), with respect to the transaction contemplated hereby. In the event Seller determines that no such disclosure document is required pursuant to the Act, Seller shall deliver a certificate to City, not later than thirty (30) days prior to Closing, certifying to City and to City's lender, if any, that no disclosure document is required with respect to the transaction contemplated hereby. The term disclosure document as used herein shall have the same meaning as ascribed to it in the Act.

13. Survival.

All warranties made by Seller to City under this Contract shall be deemed remade as of the closing and the remedies for the breach thereof shall survive the closing and shall not be merged in the closing documents.

14. Plat Recordation And Closing Deliveries.

In addition to the deed and transfer declarations described in this Contract, Seller shall record the Proposed Plat in a form acceptable to the City dedicating the Streets and shall deliver or cause to be delivered to City at Closing the following:

14.1

An A.L.T.A. statement signed by Seller.

14.2

A Certificate of Non-Foreign Status, executed by Seller.

14.3

Illinois Department of Revenue Bulk Sales release.

14.4

Current Uniform Commercial Code searches with respect to all financing statements against Seller filed with (i) the Secretary of State of the state where the Streets are located (and the state of the principal place of business of Seller, if different) and (ii) the

appropriate County Officer of the County in which the Streets are located, evidencing the absence of any judgments, liens or adverse filings encumbering all or any portion of the Streets other than encumbrances being released at Closing.

15. Closing Escrow.

This sale shall be closed through an escrow (the "Escrow") with Chicago Title & Trust Company ("Escrowee"), in accordance with the provisions of the Deed and Money Escrow Agreement then in use by Escrowee, with such special provisions inserted in the escrow agreement as may be required to conform with this Contract. Upon the creation of such Escrow, payment of the purchase price and delivery of deed shall be made through the Escrow and the earnest money shall be deposited in the Escrow. The cost of the Escrow and any so-called "New York Style" Closing fee shall be divided equally between Seller and City. City and Seller shall make all deposits into the Escrow in a timely manner to permit the Escrowee to disburse the Escrow on the Closing date.

16. Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If To The City:

Commissioner, Department of
Economic Development
24 East Congress Parkway
Suite 700
Chicago, Illinois 60605

With Copies To:

Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

and

Jenner & Block
One I.B.M. Plaza
Chicago, Illinois 60611
Attention: Mr. Charles J. McCarthy
and Mr. Joel S. Corwin

If To The Developer

Chinese American
Development Corporation
Chinese American
Development Foundation
209 West 23rd Street
Chicago, Illinois 60616
Attention: Mr. Ping Tom and
Mr. John Tan

With Copies To:

Schwartz & Freeman
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611
Attention: Mr. Steven N. Klein

and

Link Programs, Incorporated
205 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attention: Mr. John Heimbaugh

17. Miscellaneous.

17.1 Waiver.

The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17.2 Captions.

The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

17.3 Case.

Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

17.4 Governing Law.

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

17.5 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

17.6 Further Assurances.

Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement.

17.7 Entire Agreement; Amendments.

This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

17.8 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

Purchaser: City of Chicago

By: _____

Seller: Chinese American Development Corporation, an Illinois corporation

By: _____
Its: _____

Chinese American Development
Foundation, an Illinois not-for-profit
corporation

By: _____
Its: _____

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

Exhibit "A"

To Purchase Agreement.

Proposed Plat Of Subdivision.

[Proposed Plat of Subdivision omitted for printing purposes but
on file and available for public inspection in
the Office of the City Clerk.]

Exhibit "B"

To Purchase Agreement.

Legal Description Of Streets.

(Sub)Exhibit "H1"

To Loan Agreement.

Development Costs. "Development Costs" shall mean all costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Property, loan fees, interest, real estate taxes during construction, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "unit improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, developer fees, acquisition fees, heat, electricity, fuel, and insurance costs, brokers' and leasing commissions, marketing costs, and any losses resulting from operation expenses exceeding revenues through the date a Certificate of Completion satisfactory to the City is issued.

Permitted Delays. With respect to the Developer's obligation to Complete the Project, a "Permitted Delay" shall be any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the Work. With respect to the City's ability to perform its other obligations under this Agreement, a "Permitted Delay" shall be any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act or perform under this Agreement. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on the Developer or materially increase its obligations under this Agreement.

Complete. "Complete" shall mean the substantial completion of any Work as the context requires. For the purpose of this definition, each phase of the Project will be considered Complete when (i) the "shell and core" for the office space and retail space portions of the particular phase is substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as the correction or completion of minor "punch list items") and ready for the installation of "interior finishing work" and (ii) the residential portions of such phase are substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as construction and completion of minor "punch list items") and ready for occupancy. This definition of "Complete" also is applicable to other forms of the word "Complete" also is applicable to other forms of the word "Complete", such as "Completion" and "Completed", as used in this Agreement.

EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH
ROSELAND COMMUNITY HOSPITAL ASSOCIATION.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

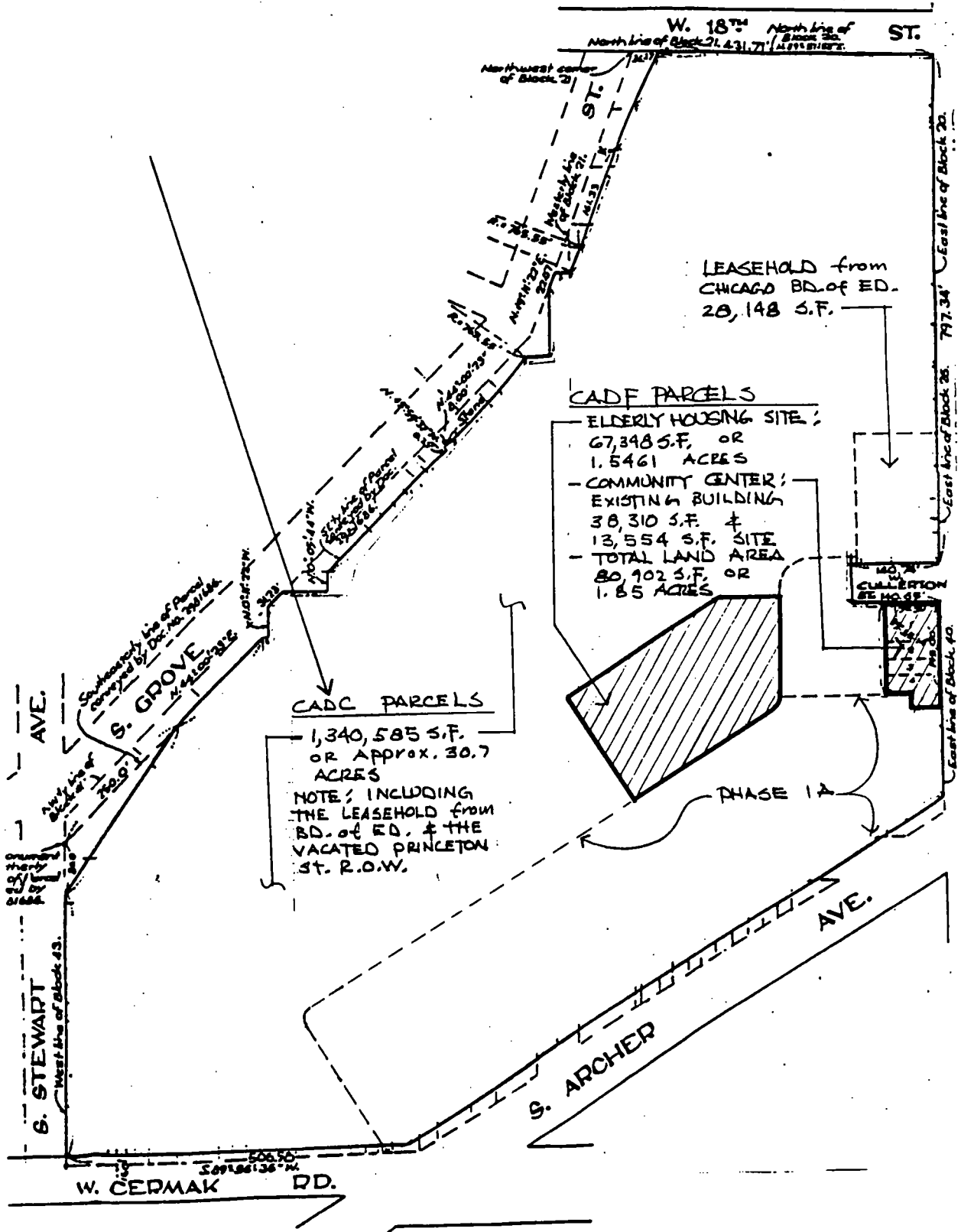
(Continued on page 14595)

(SUB)EXHIBIT B**To Loan Agreement.****T.I.F. Budget For Bond Series A.**

1. STREET R.O.W. PURCHASE NET OF VACATED PRINCETON ST.					\$664,100
2. DEBT SERVICE RESERVE FUND					\$559,112
3. CONSTRUCTION FUND					
A.) ROADWAYS					
Main Road & Princeton	1425	L.F. #	\$328.00	\$467,400.00	
Archer Service & Parking	840	L.F. #	\$260.00	\$218,400.00	
Sidewalk Curb & Gutter					
# Wentworth & Archer	6286	L.F. #	\$38.00	\$238,868.00	
Patch Archer & Wentworth	1	LOT		\$55,696.00	
B.) PLANTING					
Trees	1	LOT		\$83,000.00	
C.) STREET LIGHTS					
Electrical Cables	2375	L.F. #	\$21.00	\$49,875.00	
Poles & Lights	30	EA	\$5,045.00	\$151,363.00	
D.) SEWERS - COMBINED					
24"-36" R.C. Pipe	1144	L.F. #	\$110.00	\$125,840.00	
12"-24" V.C. Pipe	1920	L.F. #	\$90.00	\$172,800.00	
6"-12" V.C. Pipe	2260	L.F. #	\$44.00	\$99,440.00	
Catch Basins & Manholes	60	EA	\$4,500.00	\$270,000.00	
E.) WATER					
12" Lines	2150	L.F. #	\$71.00	\$154,780.00	
Hydrants	6	EA	\$4,125.00	\$24,750.00	
1"-8" Lines	3555	L.F. #	\$49.00	\$174,195.00	
SUB-TOTAL					\$2,286,207.00
F.) SPECIAL SOIL REMEDIATION & STUDY					\$100,000
G.) PROJECT FEES					
Engineering, Design, Cost					
Consulting, Legal					\$114,310.00
H.) CONSTRUCTION CONTINGENCY					\$631,141.00
SUB-TOTAL					\$3,131,659
4. CAPITALIZED INTEREST					\$1,012,600
5. COST OF ISSUANCE					\$111,822
6. UNDERWRITING SPREAD					\$111,822
TOTAL					\$5,591,115

(SUB)EXHIBIT F1

To Loan Agreement.



LEASEHOLD from
CHICAGO BD. of ED.
20,148 S.F.

CADF PARCELS

- ELDERLY HOUSING SITE ;
67,348 S.F. OR
1.5461 ACRES
- COMMUNITY CENTER ;
EXISTING BUILDING
38,310 S.F. &
13,554 S.F. SITE
- TOTAL LAND AREA
80,902 S.F. OR
1.85 ACRES

CADC PARCELS

1,340,585 S.F.
OR APPROX. 30.7
ACRES

NOTE: INCLUDING
THE LEASEHOLD FROM
BD. of ED. & THE
VACATED PRINCETON
ST. R.O.W.

PHASE 1A

G. STEWART
West line of Block 23.

W. CERMAK RD.

S. ARCHER
AVE.

W. 18TH ST.
North line of Block 21, 431.71' North line of Block 20, 431.71'

East line of Block 20, 797.34'
East line of Block 20, 797.34'

120' x 40' CULLERTON SE HOUSING

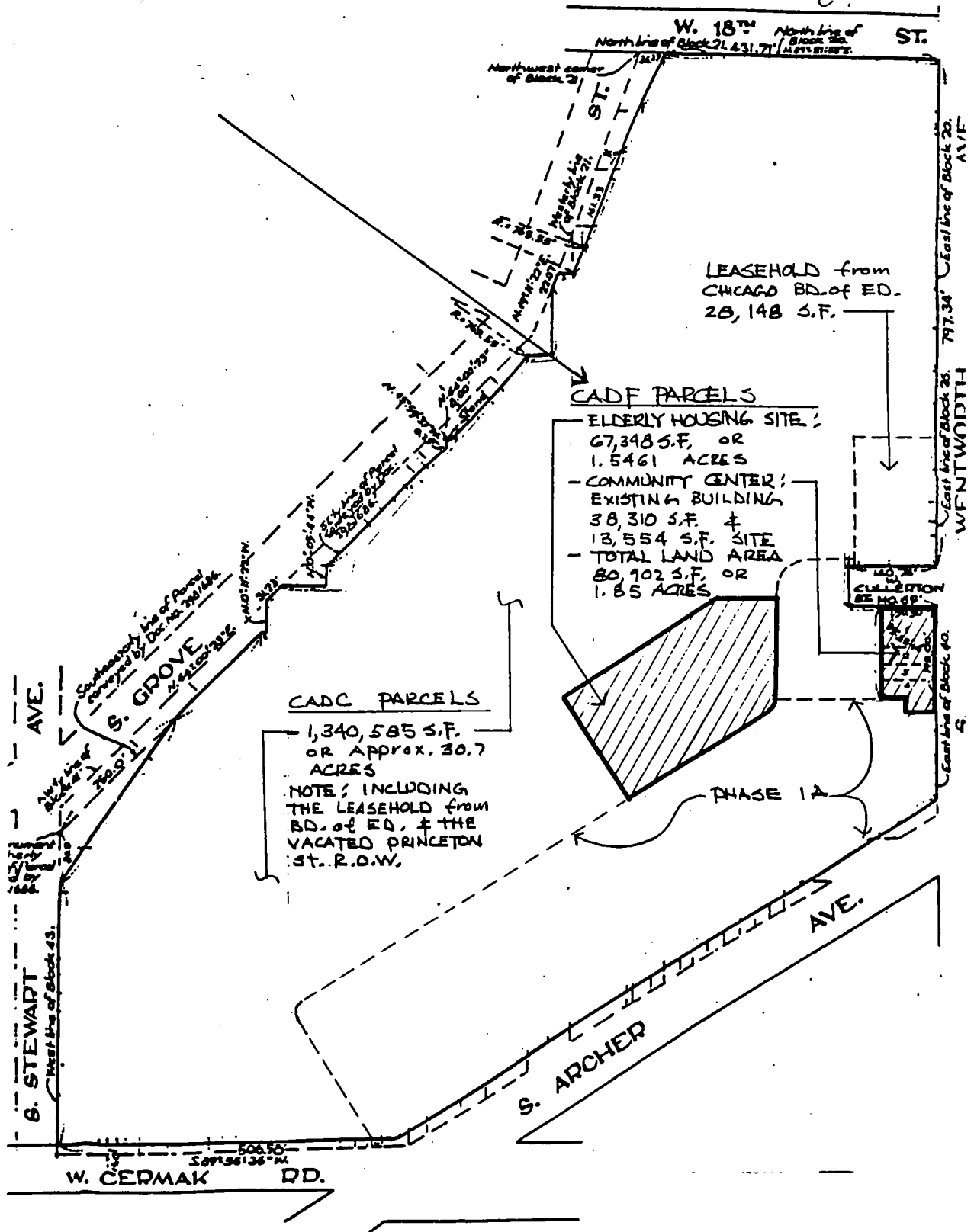
On property there is a building of 12,000 S.F.

S. GROVE
Southeasterly line of Parcel conveyed by Dec. No. 2211244
N. 44° 50' 29.2" E. 115.00'

506.50
S 89° 15' 13" W

(SUB)EXHIBIT F2

To Loan Agreement.



(SUB)EXHIBIT G
To Loan Agreement.

The Minimum Assessed Value is anticipated as shown below to support the debt service on the amount of the anticipated bond series as shown below

	1990	1991	1992	1993	1994	1995	1996	1997	1998
	(EQ '91 1.800)	(EQ '92 1.800)	(EQ '93 1.800)	(EQ '94 1.800)	(EQ '95 1.800)	(EQ '96 1.800)	(EQ '97 1.800)		
	Phase	Phase	Phase	Phase	Phase	Phase	Phase	Phase	Phase
	1A	1B.2	2B.1	3A	4A	4B	4B	4B	4B
	1B.1	2A & 2B.2	2B.1	3B	4A	4B	4B	4B	4B
	VENT'H	VENT'H	VENT'H	VENT'H	VENT'H	VENT'H	VENT'H	VENT'H	VENT'H
TIF CAPITAL COST DRAW DOWN SCHEDULE									
Bond Series									
Par Amount of Bonds	5,591,115	2,175,000	1,450,000	2,075,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000
Debt Service @ 8.25%, 19 yrs.	641,798	230,637	153,758	220,033	265,100	265,100	265,100	265,100	265,100
3 yrs. interest only	461,267	179,438	119,625	171,188	206,250	206,250	206,250	206,250	206,250
PROPERTY TAX INCREMENT (assessed min. land value)									
IMPROVED LAND									
-Ph. 1A	\$0	\$0	\$675,378	\$2,701,512	\$2,701,512	\$2,701,512	\$2,998,678	\$2,998,678	\$2,998,678
-Ph. 1B				\$513,889	\$2,055,556	\$2,055,556	\$2,281,667	\$2,281,667	\$2,281,667
-Ph. 2A				\$396,000	\$1,584,000	\$1,584,000	\$1,758,240	\$1,758,240	\$1,758,240
-Ph. 2B					\$344,493	\$1,377,973	\$1,460,651	\$1,460,651	\$1,460,651
-Ph. 3A					\$750,000	\$3,000,000	\$3,090,000	\$3,090,000	\$3,090,000
-Ph. 3B						\$424,800	\$1,699,200	\$1,699,200	\$1,699,200
-Ph. 4A						\$666,667	\$2,666,667	\$2,666,667	\$2,666,667
-Ph. 4B							\$1,030,055	\$4,120,219	\$4,120,219
SUBTOTAL	\$0	\$0	\$675,378	\$3,611,401	\$7,435,561	\$11,143,841	\$13,955,104	\$16,985,159	\$20,075,323

(SUB)EXHIBIT G

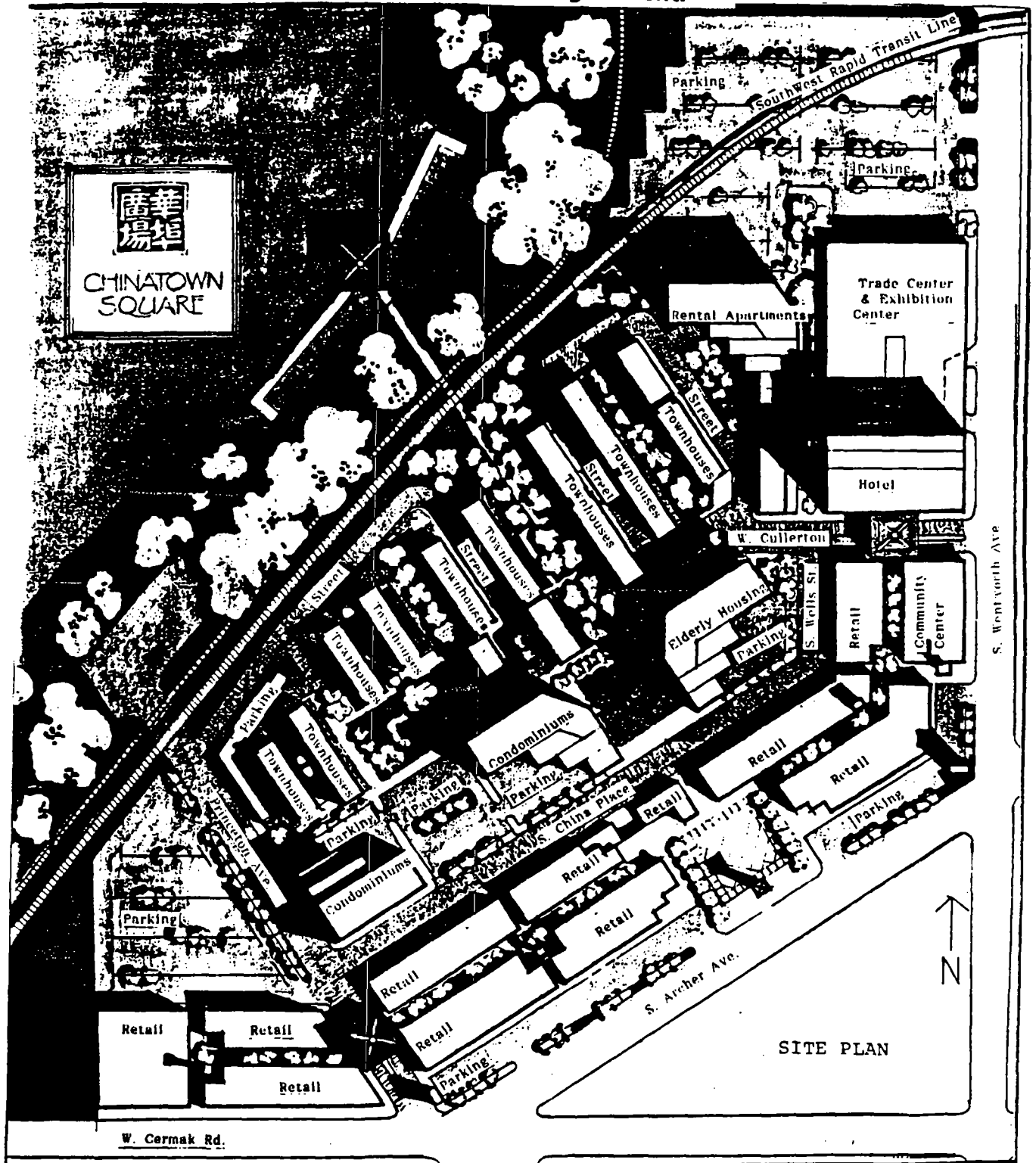
To Loan Agreement.

Phone	158 Liberty Housing Units, Serial	(rate per acre)
28.7	158 Liberty Housing Units, Serial	
34	158 Liberty Housing Units, Serial	
35	158 Liberty Housing Units, Serial	
41	158 Liberty Housing Units, Serial	
45	158 Liberty Housing Units, Serial	

15	158 Liberty Housing Units, Serial	111,443,410
	Fair Market Value	91,031,906
	Assessment Level @ 1.04	43,297,438
	Qualified Assessed Value @ 1.0	43,297,438
	Tax @ 10.00% rate	
16	158 Liberty Housing Units, Serial	15,435,028
	Fair Market Value	98,974,686
	Assessment Level @ 1.04	91,545,290
	Qualified Assessed Value @ 1.0	91,545,290
	Tax @ 10.00% rate	
18	158 Liberty Housing Units, Serial	112,617,222
	Fair Market Value	92,005,356
	Assessment Level @ 1.04	45,707,000
	Qualified Assessed Value @ 1.0	45,707,000
	Tax @ 10.00% rate	
20	158 Liberty Housing Units, Serial	99,400,000
	Fair Market Value	91,506,000
	Assessment Level @ 1.04	92,201,128
	Qualified Assessed Value @ 1.0	92,201,128
	Tax @ 10.00% rate	
28.1	158 Liberty Housing Units, Serial	96,859,000
	Fair Market Value	91,377,473
	Assessment Level @ 1.04	92,402,362
	Qualified Assessed Value @ 1.0	92,402,362
	Tax @ 10.00% rate	

(SUB)EXHIBIT J

To Loan Agreement.



(Continued from page 14588)

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Health Service Agreement between the City of Chicago and the Roseland Community Hospital Association, in the amount of \$212,000, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The federal government has established a Community Development Block Grant Program in order to provide urban areas funds to improve city services; and

WHEREAS, Pursuant to the Year XVI Community Development Block Grant Ordinance (Year XVI C.D.B.G.), the City of Chicago has been allocated certain funds for the improvement of city services; and

WHEREAS, The City of Chicago desires to provide quality comprehensive outpatient care services to patients who are residents of the City of Chicago; and

WHEREAS, The City of Chicago through its Department of Health has created a program at its Roseland Neighborhood Health Center to improve said services in that Chicago community; and

WHEREAS, The Roseland Community Hospital Association has agreed to participate in this program by supplying health professionals to the Roseland Neighborhood Health Center; and

WHEREAS, The cost of implementing such program for 1990 is not to exceed \$212,000 of which \$92,000 shall come from C.D.B.G. funds and \$120,000 from corporate funds; and

WHEREAS, Section 6 of Year XVI C.D.B.G. provides that the award of any contract or grant over \$50,000 in any program category, project or activity which is not included by specific designation in the Year XVI C.D.B.G. shall be subject to review and approval by the City of Chicago City Council; and

WHEREAS, The program set forth hereinabove has not been included by specific designation in the Year XVI C.D.B.G.; now, therefore,

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

SECTION 1. That the Mayor subject to approval by the Commissioner of Health 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 Professional Services Agreement between the City of Chicago and Roseland Community Hospital Association substantially in the form attached hereto as Exhibit A.

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

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

Exhibit "A".

Professional Services Agreement

Between

The City Of Chicago

And

Roseland Community Hospital Association.

Effective May 1, 1990 -- December 31, 1992.

This Agreement, entered into as of the first day of February, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Health ("City") and Roseland Community Hospital, 45 West 111th Street, Chicago, Illinois ("Provider").

Witnesseth:

Whereas, The City desires to provide quality comprehensive outpatient care services to patients who are residents of the City of Chicago; and

Whereas, The Provider is a duly licensed Community Hospital in the City of Chicago and in the State of Illinois and capable of providing ambulatory care services; and

Whereas, The Provider is able and desirous of performing the services required by the City at the Roseland Neighborhood Health Center (the "Center") under the terms and conditions herein set forth; and

Whereas, The City and the Provider recognize that the services contracted for hereunder shall extend only so long as provided for in the Agreement; and

Whereas, Provider has had an opportunity to examine and has examined all parts of the Agreement contained herein and is aware of all the City's requirements. Further, Provider has had an opportunity to request the inclusion or exclusion of provisions in this Agreement, including exhibits and addendums, and the Agreement reflects all such changes as Provider and the City mutually agreed to make; and

Whereas, Provider warrants and represents that it is ready, willing and able to perform the services called for in this Agreement in accordance with the terms and conditions set forth in it;

Now, Therefore, In consideration of the mutual promises, covenants, terms and conditions hereinafter set forth, the City and Provider agree as follows:

Section 1. Incorporation Of Recitals.

The foregoing recitals are incorporated in and made a part of this Agreement as if fully set forth here.

Section 2. Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"City" means the City of Chicago.

"Commissioner" means the Commissioner of the Department of Health of the City of Chicago and any representative duly authorized in writing to act on his behalf.

"Deliverables" means any reports Provider is required to produce by this Agreement including, but not limited to, any necessary to comply with C.D.B.G. regulations.

"Full-Time Equivalent" ("F.T.E.") means 35 hours per week.

"Provider" means Roseland Community Hospital Association.

"Purchasing Agent" means the Purchasing Agent of the City of Chicago and any representative duly authorized in writing to act in his behalf.

"Risk Management Office" means the Risk Management Office in the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Services" means, collectively, those professional and other services necessary to perform the medical services called for in this Agreement, including all tasks incidental to and reasonably necessary to complete said services, the component tests, interpretations, recommendations, reports, testimony and other duties in accordance with the terms and conditions of this Agreement, as well as such Additional Services as may be approved by contract amendment.

Section 3. Duties And Responsibilities Of Provider.

3.01 Scope Of Services.

By and through this Agreement, the Provider agrees to:

A. Provide Clinical Services.

Provide clinical services within and as part of the Roseland Neighborhood Health Center (the "Health Center"), 200 East 115th Street, and to provide staff in the manner and at the level prescribed herein;

1. Adult Health/General Medicine.

- i. One, full-time equivalent (1 F.T.E.) Board Certified/Board Eligible Internist, duly licensed to practice medicine in the State of Illinois, with a valid controlled substance/B.N.D.D. registration; said license and registration to be maintained throughout the term of this Agreement;
- ii. One, full-time equivalent (1 F.T.E.) Registered Nurse, duly licensed in the State of Illinois; said license to be maintained throughout the term of this Agreement.

2. Dental.

- i. One, full-time equivalent (1 F.T.E.) Dentist, duly licensed to practice in the State of Illinois; said license to be maintained throughout the term of this Agreement;
- ii. One, full-time equivalent (1 F.T.E.) Dental Hygienist, duly registered in the State of Illinois; said registration to be maintained throughout the term of this Agreement;
- iii. One, full-time equivalent (1 F.T.E.) Dental Assistant, certified by the American Dental Assistant's Association; said certification to be maintained throughout the term of this Agreement.

3. Ophthalmology/Optometry.

Two-fifths, full-time equivalent (.4 F.T.E.) Board Certified/Board Eligible Ophthalmologist, duly licensed to practice medicine in the State of Illinois, with a valid controlled substance/B.N.D.D. registration; said license and registration to be maintained throughout the term of this Agreement.

4. Podiatry Clinic.

Two-fifths, full-time equivalent (.4 F.T.E.) Podiatrist, licensed to practice in the State of Illinois; said license to be maintained throughout the term of this Agreement.

5. Administrative Liaison.

One, full-time equivalent (1 F.T.E.) administrative liaison at the Center to function as general support between the City and Roseland Community Hospital.

B. Levels Of Service.

The levels of service under Section 3.01 (A) reflect maximum usage under this Agreement. Initial levels of service shall be at the sole discretion of the Commissioner of Health after consultation with Provider. It is anticipated by the parties to this Agreement that as patient demand for service increases the City shall increase Provider's hours worked up to the maximum levels provided herein to fulfill said patient demand. Payment to Provider shall be for hours actually worked during any month up to the limits under Section 3.01 (A).

Provider may, reasonably, use more than one health professional to fulfill its requirements for the provisions of Section 3.01 (A).

C. Standards.

The Provider shall adhere to all standards and practices for the administration and provision of clinical and medical services as outlined in existing City protocols of care and standing orders, as provided in (Sub)Exhibit 9.

Provider shall use its best efforts to assure timely accurate and satisfactory completion of its Services. Provider shall at all times act in the best interests of the City, consistent with the professional obligations assumed by it in entering into this Agreement. Provider shall perform all Services under this Agreement in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Commissioner.

Provider, in executing this Agreement, accepts the relationship of trust and confidence established between it and the City by the Agreement. Provider covenants with the City to furnish its best skill and judgment and to cooperate with the officials, employees and agents of the City in furthering the interests of the City. Provider agrees to furnish efficient business administration and supervision and to use its best efforts to perform the Services in an expeditious and economical manner consistent with the City's interests.

Provider shall perform or cause to be performed all Services required by the Agreement. In addition to all of the foregoing, all Services to be performed by Provider which require the exercise of professional skills or judgment shall be accomplished by qualified professionals licensed to practice in the applicable professional discipline in the

State of Illinois and in accordance with applicable standards of care in the respective medical disciplines.

The Provider shall perform all Services required by this Agreement and carry out those Services, in a satisfactory manner, as determined by the Commissioner of Health or his duly designated representative. Provider's Services shall include the following elements:

1. Continued primary care services for adult/general medicine as provided for in this Agreement;
2. Referral for specialized procedures and tests as indicated and in concert with City staff to mutually agreed upon locations. Service provided under this Agreement shall not be subject to the level of referrals or services provided by the City;
3. Consultation and referral to other medical specialties and/or support services as offered within the Provider's facilities;
4. The course of primary care and other out-patient services shall be managed in accordance with applicable professional standards of care and City existing protocols and manuals of procedures as and where amended.

D. Deliverables.

In carrying out its Services, Provider shall prepare Deliverables, including but not limited to various written reports and interpretations required for complete health records of patients treated. Provider shall also cooperate fully in completion of any documents related to H.U.D. reporting. The City reserves the right to reject any and all Deliverables which, in the sole judgment of the City, do not adequately represent the intended level of completion, do not include all relevant information or data, or do not include all documents specified herein or reasonably necessary for the purposes for which the City has made this Agreement with Provider. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the Commissioner. Such Deliverables may not be considered as satisfying the specific requirements as set forth in this Agreement. Partial or incomplete Deliverables shall in no way relieve Provider of its commitments hereunder.

E. City Requirements.

By and through this Agreement, the City agrees to provide:

1. Support Services:

- (a) Assessment of patient financial status;
- (b) Medical records management;
- (c) Appointment scheduling.

2. The above specified services will follow all usual and customary City standards and practices, policies, procedures and protocols for the administration of clinical services as outlined in existing City protocols of care and standing orders ((Sub)Exhibit 9).

3. All necessary and administrative support for the services rendered by the Provider.

4. All billing and collection services for fees associated with care delivery by the Provider. All fees charged at the Health Center shall be subject to the reasonable approval of the Commissioner of Health. As between the City and Provider, all fees collected by the City for (i) City provided services and (ii) Provider provided services shall be retained by and be the property of the City. Only the Ophthalmologist and Podiatrist shall bill and collect for their own services.

5. Provide all suppliers, materials and equipment not deemed of a personal nature that is required for the provision of all aspects of medical/administrative services as outlined herein.

3.02 Personnel.

A. Key Personnel/Staffing.

Provider shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement an adequate staff of competent personnel which is fully equipped, available as needed, and qualified to perform the Services. Provider shall include among its staff such persons and positions as identified in the Staffing Schedule dated concurrently with this Agreement, attached hereto and incorporated by reference as (Sub)Exhibit 1, as it may be revised subject to the prior written consent of the Commissioner. Provider shall not reassign or replace Key Personnel without the prior written consent of the Commissioner, which consent shall not be unreasonably withheld. For purposes of this Agreement, Key Personnel shall include these persons and positions identified in (Sub)Exhibit 1 and the Administrative Liaison. The Commissioner may at any time notify Provider in writing that the City will no longer accept performance of Services under the Agreement by the Key Personnel or others listed in the Staffing Schedule, (Sub)Exhibit 1, as modified hereunder from time to time. Upon such notification, Provider shall immediately cease

to assign that person or those persons to perform the Services hereunder and shall replace that person in accordance with this subsection.

B. Salaries And Wages.

Salaries and wages of all employees of Provider performing Services under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or permitted under applicable laws and regulations. If, in the performance of this Agreement, there is any underpayment of salaries or wages by Provider, the Comptroller for the City may withhold, out of payments due to Provider, an amount sufficient to pay to employees underpaid, the difference between the salaries or wages required to be paid hereunder and the salaries or wages actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Comptroller for and on account of Provider to the respective employees to whom they are due.

C. Scheduling.

The Commissioner shall schedule Provider's Services after consultation with Provider at any reasonable time the Health Center is open, including nights and/or weekends in accordance with the Center's present or future schedule of operations. This shall include evenings and weekends at the sole discretion of the Commissioner.

3.03 Human rights.

A. Nondiscrimination.

Provider in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, sexual preference, mental or physical handicap unrelated to ability to perform, or national origin, nor otherwise commit an unfair employment practice. Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated without regard to their race, creed, color, religion, age, sex, sexual preference, mental or physical handicap unrelated to ability to perform, or national origin, during employment. 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. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Provider further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 5 U.S.C. App. 1 (1981); to the Civil Rights Act of 1964, 42 U.S.C. 2000 et seq. (1988), as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive (1987); to an ordinance passed by the City Council of the City of Chicago, on December 21, 1988, Page 23531ff of the Journal of Proceedings (Municipal Code of Chicago, Ch. 199 "Human Rights"); and the provisions of 41 C.F.R. Chapter 60 (1988).

To demonstrate compliance Provider shall furnish and shall cause each of its subcontractor(s) if any to furnish such reports and information as requested by the Chicago Commission on Human Rights.

B. Illinois Human Rights Act.

In the event of non-compliance 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 (the "Department"), Provider may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, Provider agrees as follows:

1. That it shall 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 to perform, 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 shall take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform work under this Agreement or any portion thereof, it shall determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it shall 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 shall 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 to perform, or an unfavorable discharge from military service.
4. That it shall send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreements or understandings, a notice advising such labor organization or representative of Provider obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with Provider in its efforts to comply with such act and rules and regulations, Provider shall promptly so notify the Department and the Commissioner and will recruit employees from other resources when necessary to fulfill its obligations thereunder.
5. That it shall submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be reasonably requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That, to the extent permitted by law, it shall permit access to all relevant books, records, accounts and work sites by personnel of the City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it shall include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor(s). In the same manner, as with other provisions of this Agreement, Provider will be liable for non-compliance with applicable provisions of this clause by such subcontractor(s); and further it shall promptly notify the Commissioner and the Department of the event that any subconsultant(s) fails or refuses to comply therewith. In addition, Provider shall not knowingly utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

3.04 Insurance.

A. Insurance To Be Supplied By Provider.

Provider shall procure and maintain at all times, at Provider's own expense, during the life of this Agreement, the types of insurance specified below, with insurance

companies authorized to do such business in the State of Illinois and reasonably acceptable to the City of Chicago covering all services under the Agreement, whether performed by Provider or by consultants or by subcontractors. Provider shall submit to the City of Chicago Purchasing Department evidence of the required coverages prior to commencing work.

Provider and each of its consultants or subcontractors of any tier, shall not commence to perform any of the Services under this Agreement until it has provided to the Purchasing Agent, at the address indicated under Section 10 hereof, certificates evidencing the insurance required under this section, as described below, in the form and amounts herein specified, and such insurance has been approved by the Comptroller's Risk Management Office, provided, however, that the Risk Management Office shall be entitled to require submittal of copies of all policies evidenced by such certificates prior to the approval of such insurance. Notice of any change in coverage relating to Provider's services and insurance requirements enumerated herein shall be sent to the Purchasing Agent at the address indicated in Section 10. Any such change in insurance may be an event of default as defined in 8.01 B6. Failure by Provider or its independent contractors, consultants or subcontractors to deliver such certificates or policies shall not relieve Provider of its obligations in the Personnel section of Part II, General Conditions attached hereto and incorporated herein.

Each policy shall state that the insurance evidenced thereby will not be cancelled or materially changed without at least sixty (60) days prior written notice to the Purchasing Agent.

At least thirty (30) days prior to expiration of any coverage required in this section, or the renewal of any such coverage, Provider and each of its consultants and subcontractors shall provide new certificates of insurance to the Purchasing Agent, evidencing the continuation of the coverage upon the same terms as the expiring coverage.

If Provider, or its consultants and subcontractors of any tier, desire additional coverage, higher limits of liability, or other modifications for its own protection, Provider and each of its consultants and subcontractors of any tier, shall be responsible for the acquisition and cost of such additional protection.

The kinds and amounts of insurance required are as follows:

1. Commercial Liability, with limits of not less than \$1,000,000.00 per occurrence, combined single limit, for bodily injury and/or damage to property. Such policy shall include contractual liability products and completed operations and independent contractors coverage.

It shall not contain any exclusion unacceptable to the Risk Management Office. The City, its officials, employees and agents, shall be named as an additional insured.

2. Comprehensive Automobile Liability, whenever any motor vehicle is used in connection with the Services, Provider shall maintain automobile insurance

liability with limits of not less than \$500,000 combined single limit for each occurrence.

3. Worker's Compensation and Occupational Disease, employees insurance in statutory amounts, covering all Provider Employer's liability coverage shall be included and shall have limits of not less than \$100,000 each accident or illness.
4. Hospital Professional Liability, in an amount of not less than \$5,000,000, such insurance covering Provider against any claims made against Provider arising out of a medical incident involving the rendering of or failure to render professional Services or out of the performance of the Services in its capacity toward the City as professional consultant, whether caused by any error, omission or act of Provider or of any person employed by Provider or any others for whose actions Provider is legally liable.

In the alternative, Provider may be self-insured to the extent that its assets meet levels greater than required by this section.

5. Individual Professional Liability, minimum levels of insurance covering claims against insured professionals alleging malpractice arising out of their professional acts or omissions:
 - a. Physician, Dentist and Podiatrist shall carry insurance of \$250,000 per occurrence with an aggregate of \$750,000.
 - b. Ophthalmologist shall carry insurance of \$1,000,000 per occurrence with an aggregate of \$3,000,000.
 - c. Registered Nurse shall be covered under Physician's policy.
 - d. Dental Assistant and/or Hygienist shall be covered under Dentist's policy.

This professional liability insurance shall remain in force for the entire term of this Agreement including any authorized extensions thereof, and, in addition, for a period of not less than two years after completion of the Services or the termination of this Agreement, whichever occurs later. Each such policy shall provide an extension of two years to cover claims submitted after expiration of the policy.

Provider agrees to monitor compliance of said professionals insurance. To the extent that such insurance falls below stated levels Provider shall be liable to the City for any such deficiency.

B. City Reservation of Rights.

The City reserves the right to change the terms and conditions of any or all of the insurance coverages to be provided hereunder or as specified herein, and Provider shall be responsible for any additional costs incurred as a result of such change.

The City shall have no responsibilities whatsoever to Provider with respect to any insurance coverage, its procurement or the absence thereof, other than those expressly set forth herein. The policies of insurance procured and maintained hereunder shall not affect Provider's liability to the City for the performance of any obligations assumed by Provider in entering into this Agreement.

In the event of reduction of coverages or cancellation, the City may, at its option, with at least five days notice prior to the date of cancellation declare Provider in default or, procure alternate insurance coverage for the policy or policies cancelled, the amounts, contents and carriers of which shall be satisfactory to the Risk Management Office. Provider hereby agrees that the cost of the premiums for such coverages as may be obtained by the City hereunder may be deducted by the Comptroller from any amounts which may be due and owing to Provider, and further, that if no such funds are available, Provider shall promptly repay the City upon request.

The City and Provider shall, within a reasonable time, provide to each other copies of such notices as they may receive of any claims, actions or suits as may be given or filed in connection with Provider's performance or the performance of any person employed or engaged by Provider to perform the Services.

3.05 Records, Audits And Confidentiality.

The medical and patient records generated in the operation of the Roseland Neighborhood Health Center, including those generated in connection with the Services arranged to be provided by Provider, shall be maintained by the City in accordance with recognized professional standards and be the property of the City, provided that the Provider, its agents, and the health care personnel arranged to be furnished by the Provider under the Agreement shall have access to such records at all reasonable hours and times and shall have the right to obtain copies of such records at cost subject to limitations of patient confidentiality. The City agrees to (except in cases where records are transferred to Provider during the course of patient care) retain all such medical and patient records at least for the applicable statutes of limitations and in accordance with applicable laws and standards.

All documents, data, studies and reports and instruments of service prepared for or by the City under this Agreement are the property of the City. During the performance of its Services, Provider shall be responsible for any loss or damage to documents while in Provider's possession and any such document lost or damaged shall be restored at the expense of Provider. The City shall be responsible for any loss or damage to the documents

herein enumerated while those documents are in its possession and any such document lost or damaged shall be restored by Provider if required by the Commissioner at the City's sole expense.

Provider shall deliver or cause to be delivered all documents, including but not limited to all Deliverables and supporting data, records, charts and notes prepared by or for the City under the terms of this Agreement, to the City promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by Provider to make such delivery upon demand, then and in that event, Provider shall pay to the City any damages the City may sustain by reason thereof. Provider shall maintain any such records and Deliverables, not delivered to the City or demanded by the City, for a period of five (5) years after the final payment made in connection with this Agreement.

All of the reports, information, or data, obtained, prepared or assembled by or provided to under this Agreement are confidential and Provider agrees that, except as specifically authorized herein or as may be required by law, those reports, information or data, shall not be made available to any other individual or organization, except the Department of Health, without the prior written approval of the Commissioner. Provider further agrees to implement such measures as may be necessary to ensure that its staff, consultants and subcontractors shall be bound by the confidentiality provisions contained herein.

To the extent Provider identifies in writing any materials as confidential the City will not divulge such materials to any third parties except as may be required by law, including but not limited to C.D.B.G. regulations.

In the event Provider is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data, or documents which may be in Provider's possession by reason of this Agreement, Provider shall immediately give notice to the Commissioner and to the Corporation Counsel for the City of Chicago with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that Provider shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Provider and any of Provider's consultants or subcontractors shall furnish the Commissioner with such information as may be requested relative to the performance and cost of the Services. Provider shall maintain records showing actual time devoted and costs incurred. All books and accounts kept by Provider in connection with the Services shall be open to inspection by authorized representatives of the City. Provider shall make these records available at reasonable times and shall retain them in a safe place and make them available for inspection for at least five (5) years after the final payment made in connection with this Agreement.

The City shall have the right to inspect, at reasonable times as it deems necessary, all clinical and financial records of the Provider related to this Agreement. Where applicable,

Provider will preserve patient confidentiality by voiding the names of patients. All records bearing on activities delegated under this Agreement shall be presented upon request to representatives of the City designated by the Commissioner. Provider shall permit on-site inspections by these representatives and shall furnish them such information as may be relevant in compliance with the conditions of this Agreement and other directives. All relevant records shall be made available to these authorized representatives, or to the Comptroller General of the United States. All records shall be retained for five (5) years after the expiration or other termination of this Agreement, including any extensions thereto, or, if a City audit of financial records has not occurred within three years, for five years after the expiration of the Agreement as to such financial records. To the extent that the City requires copies the City shall compensate Provider for the cost of providing such copies.

No provision in this Agreement providing the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.06 Subcontracts And Assignments

Provider shall not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the Purchasing Agent. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts and all approvals of subcontractors shall be, regardless of their form, deemed conditioned upon performance by the subcontractor in accordance with the terms and conditions of this Agreement; and if any subcontractor shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commissioner, the City shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by Provider personally or through any other City-approved subcontractor. Any approval for the use of subcontractors in the performance of the Services under this Agreement shall under no circumstances operate to relieve Provider of any of its obligations or liabilities hereunder.

Provider, upon entering into any agreement with a subcontractor, shall furnish the City with one (1) copy thereof. All subcontracts shall contain provisions that require the Services to be performed in strict accordance with the requirements of this Agreement and shall provide that the subcontractors are subject to all the terms of this Agreement, except that, subject to the approval of the Commissioner and the Purchasing Agent, and provided that such agreements do not prejudice any of the City's rights under this Agreement, such agreements may provide for different provisions that are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality and cost of the Services.

The last payment to any subcontractor shall be designated by Provider in writing as "final" at the time of such payment. In addition, the City may require a particular

payment to be designated as "final," and Provider, whether or not it agrees, shall nevertheless designate such payment as "final." The foregoing agreements shall be in writing and shall provide that the acceptance by the subcontractor of the payment designated by Provider as "final" shall operate as a general release to the City of all things done in connection with this Agreement and of all liability of the City in connection therewith.

Provider shall not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Purchasing Agent. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to Provider without such prior written approval shall have no effect upon the City.

Provider shall insert in all agreements with subcontractors and independent contractors adequate provisions requiring compliance by them with all provisions of this Agreement.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder.

Section 4. Term Of Services.

4.01 Term Of Services.

This Agreement shall take effect as of May 1, 1990 and shall continue thereafter until December 31, 1992.

4.02 Time Is Of The Essence.

Time is of the essence in the delivery of the Services. Provider shall respond promptly within the time limits set forth herein with respect to any reports or production of documents and shall use its best efforts to comply with all requests for testimony and production of experts in accordance with the requirements of the City.

4.03 No Damages For Delay.

Provider agrees that no claims for damages or charges for additional costs or fees shall be made by it or its subcontractors, for costs incurred by reason of delays or hindrances in the performance of its Services caused by the City. In the event that Provider's performance of its Services is delayed by causes beyond the reasonable control of Provider and/or its subcontractors but not including any causes related to any moving, remodeling, expansion or construction undertaken by Provider, the time for performance may be extended by the City, subject to Subsection 9.03 of this Agreement, to reflect the extent of

such delay, provided that Provider shall have given the City written notice within ten (10) days of the commencement of such delay and shall have received the City's written approval of such extension, which approval shall not be unreasonably withheld. Such notice by Provider shall include a description of the reasons for the delay and the steps to be taken by Provider to mitigate the schedule effects of such delay. Any such delay may at the City's option result in the pro rata adjustment of compensation due the Provider reflecting the Services not rendered. The City's permitting Provider to proceed with its Services, or any part thereof, after such extension, or after such a reduction in compensation shall in no way operate as a waiver of any other rights or breach of this Agreement by Provider on the part of the City. Provider expressly represents that its plans for moving, remodeling, expansion or construction, now or in the future, if any, will in no way interfere with its performing its Services hereunder in a timely manner.

4.04 Contract Extension Option.

At the request of the Commissioner and Provider, the Purchasing Agent may elect to extend this Agreement for additional one (1) year periods for a maximum of five (5) such one (1) year renewals. Any such extension provided shall be upon the same terms and conditions as this original Agreement, except that Provider's Price List set forth in this Agreement as (Sub)Exhibit 1, may be modified provided that the Price List in the aggregate shall not exceed the aggregate of the actual Price List, as determined below, which Provider charges for similar services under agreements with others of a similar magnitude and scope (the "other agreements") as of December 15th of the year immediately preceding the date on which the proposed extension is to commence but in no event shall the individual modified prices for any year in the aggregate exceed the aggregate of the previous year's prices by more than the percentage of increase as published by the Health Care Consumer Price Index for the same period of time. If the actual price charged for any service under such other agreements varies from agreement to agreement, the actual price Provider may charge the City in any optional extension of this Agreement, shall be the lowest price Provider charges under any of the other agreements, and Provider shall represent and certify to the Purchasing Agent that its modified price for each Service listed is in fact the lowest price that Provider charges under the other agreements. The Purchasing Agent may request copies of such other agreements, and in addition the prices shall be subject to audit in accordance with subsection 3.06 hereof.

Section 5. Compensation.

5.01 Basis Of Payment And Payment.

The basis of payment for the satisfactory performance of the Services required hereunder shall be as follows:

5.02 Payment Source/Maximum.

City shall make payments to Provider during the City's fiscal year 1990 from C.D.B.G. Fund 325-41-2563-0140 and Corporate Fund 100-41-1005-0140. It is expressly understood and agreed that the maximum amount to be paid by City to the Provider shall not exceed \$92,000 from the C.D.B.G. Fund and \$120,000 from the Corporate Fund during the City's fiscal year 1990. Payment will be provided solely for the services indicated in Section III of this Agreement. The Corporate Fund referred to above shall be used to pay those services provided by Physician, Dentist and percentage of the Nurse's compensation referred to in (Sub)Exhibit III. Other payments shall come from the C.D.B.G. fund.

Payments for Services rendered by Provider through subcontractors or independent contractors shall only be made from the Corporate Fund. All payments are subject to the availability of funds in the Corporate and C.D.B.G. funds above.

5.03 Method Of Payment.

Payments made under this Agreement shall be made contingent upon reasonable approval by C.D.O.H. of:

- A. Invoices and documentation of work performed by the Provider for the City and delivered by Provider to the office of the City.
- B. Invoices should be prepared on the Provider's stationery and should specify the time period for which payment is requested. Time sheets accounting for staff hours should also be attached.
- C. Invoices must be submitted to the City within 15 days after the end of each calendar month.
- D. The invoice for the final month of this Agreement must be submitted to the City within 15 days after the expiration or termination of this Agreement.
- E. Failure to submit such invoices attributable to the Provider within the prescribed period may at the City's option result in non-payment of such invoices.
- F. All invoices shall be certified as correct by the designated financial officer or the Provider.
- G. To the extent practicable the City will process payment within 30 days, provided the City will not be required to process in less than 60 days.
- H. The City agrees to provide initial assistance to familiarize Provider with the invoice payment system.

5.04 Change In Payment Method.

Notwithstanding the provisions of the above, the City shall have the right to make any changes in the method of making payments as may be necessary to conform to regulations or practices of the City of Chicago of general applicability.

5.05 Non-Appropriation.

In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Provider of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to Provider under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

As funds may be appropriated during the life of this Agreement and any extensions thereto, this Agreement shall be amended to incorporate such funding sources.

5.06 Amount Of Payment For Services.

The maximum amount of the contract for 1990 is derived from (Sub)Exhibit 1. Provider shall be paid monthly in eight (8) equal payments. Payment per month in 1991 shall be the same, but for twelve (12) months. In the event that the Services are not provided at the levels and number of hours provided under this Agreement for reasons not attributable to the City the payments due to Provider under this Agreement shall be reduced on a pro rata basis. Such adjustments and past payments will not constitute a waiver of City rights or of subsequent breaches or defaults by Provider in subsequent instances.

Section 6. Disputes.

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of shall be decided after hearing by the Purchasing Agent, who shall reduce his decision to writing and mail or otherwise furnish a copy to the Provider. The decision of the Purchasing Agent shall be final and binding subject to judicial determination. Any remaining dispute of fact not submitted by Provider for judicial resolution within sixty (60) days after the Purchasing Agent's determination shall be deemed waived by Provider.

Section 7. Special Conditions.

7.01 Warranties And Representations.

In connection with the execution of this Agreement, the Provider warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, consultants and subcontractors of any tier are competent to perform the Services required under this Agreement; and that Provider is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That no officer, agent or employee of the City is employed by Provider or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 26.2, Section 26.2-2); and
- C. That Provider and, to the best of its knowledge, its subcontractors or independent contractors are not at the time of the execution of this Agreement in arrears or default with respect to any taxes, debt obligation or licensing fees imposed by and owed to the City and have disclosed to Purchasing Agent any debt owed to the City and any outstanding parking violation complaint issued to any vehicle owned by it in accordance with the requirements of Section 26-27.2 of Chapter 26 of the Municipal Code of Chicago, effective February 13, 1990; and contractor understands that failure to comply with the provisions of Section 26-27.2 may render this Agreement void at the City's sole option; and
- D. That Provider shall not knowingly use the Services of any ineligible contractor or consultant for any purpose in the performance of its Services under this Agreement; and
- E. That Provider and its subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Purchasing Agent to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago; and
- F. That Provider has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands that nature of the Services required; that it was permitted access to any person or information in connection with its preparation of the Proposal; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance

of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate; and

- G. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that Provider can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement; and
- H. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Provider to enter into this Agreement or has been relied upon by Provider, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services and the number of potential examinees which the City may refer to Provider; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith; and
- I. That Provider was given ample opportunity and time and was hereby requested by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that with the advice of counsel it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Provider expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.
- J. That Provider and its subcontractors are not in violation of the provisions of Section 26-26 of Chapter 26 of the Municipal Code of Chicago. Chapter 26, Section 26-26, of the Municipal Code states, in pertinent part, that except as permitted therein no person or business entity shall be awarded a contract or subcontract if that person or business entity or an affiliated entity (as defined therein): (i) has been convicted of bribery or attempting to bribe a

public officer or employee of the City, the State of Illinois, or any other public entity, in that officer or employee's official capacity; or (ii) has been convicted of agreement of collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (iii) has made an admission of guilt of such conduct described in (i) or (ii) above which is a matter of record but has not been prosecuted for such conduct. Ineligibility under this section shall continue for three years following such conviction or admission. For purposes of Section 26- 26 when an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. In connection herewith Provider has executed an Anti-Collusion Affidavit as required under the Illinois Criminal Code, Ill. Rev. Stat. Ch. 38, ¶33E-11, as amended, which is attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth here.

K. Provider further represents to and covenants with City as follows:

1. There will be no discrimination in eligibility requirements for any patient or in the manner in which Services will be provided and that Services will be made available, without distinction, to everyone regardless of race, color, national origin, handicap, age, religion, sex, marital status, source of payment or financial status.
2. In accordance with the provisions of Executive Order 89-7, the Provider must agree to purchase goods and services from minority and women-owned businesses at least in an amount equal to 25% of the total dollar amount of this contract to M.B.E.'s and 5% for W.B.E.'s of this contract, even though none of these funds directly support the purchase of goods and services; unless a waiver of Executive Order 89-7 is obtained from the City of Chicago's Department of Purchases, Contracts and Supplies.
3. Provider will select personnel, to be utilized in the provision of Services under this Agreement, that are qualified. Personnel qualifications shall be determined by established minimum qualifications, state and local licensing laws and specialty board requirements.
4. All information-obtained by Provider or its personnel from patients related to their examination, care and treatment shall be held in confidence and shall not be divulged without the patients consent, except as may be required by law, this Agreement or as may be necessary to provide Services to patient.

5. Provider will not employ or retain any person, selling agency or other organization to solicit or secure this contract, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.
6. There shall be no religious worship, instruction or proselytization, nor any partisan political activity as part of, or in connection with, the performance of this Agreement.
7. The Contractor shall furnish D.B.E./M.B.E./W.B.E. Utilization Reports to the Contract Monitoring and Compliance Division, Room 400, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, all in accordance with the Provisions stated in Section VI. Reporting Requirements During Term of the Contract in (Sub)Exhibit 2 entitled "Special Condition Regarding M.B.E. and W.B.E. Commitment".
8. In order to comply with the South Africa ordinance passed by the City Council, the Anti-Apartheid Affidavit must be completed by all persons, business entities or delegate agency organizations providing goods and/or services to the City of Chicago. The affidavit must be signed by an authorized chief executive officer or owner and signed before a notary public. See (Sub)Exhibit 6.
9. Any person, business entity or agency submitting a bid/proposal to the City of Chicago shall be required to complete City Form, Disclosure of Ownership Interest (Rev. 8/88, Pages 1 -- 3) in each of the three (3) copies of the bid/proposal submitted. Sections I, II, III, IV and/or V must be completed, as applicable. The third page of the statement must be signed by the authorized person preparing the statement and notarized by a notary public. See (Sub)Exhibit 3.
10. Provider shall complete an Anti-Collusion affidavit in order to assure compliance with Article 33 of the State of Illinois Criminal Code of 1961, as amended. This affidavit must be signed by an authorized officer and notarized by a notary public. See (Sub)Exhibit 4.
11. In order to comply with Section 1352, Title 31, of the U. S. Code, Provider shall complete an Anti-Lobbying certificate. This certificate must be signed by an authorized officer and notarized by a notary public. See (Sub)Exhibit 7.
12. Because of H.U.D. budgetary issues for year XVI C.D.B.G. monies all entities to be paid from this source shall have an authorized official sign a De-Escalation of Contract Amount addendum. See (Sub)Exhibit 8.

13. Provider and its officials are not in arrears with respect to any fines, including parking violations, taxes or licensing fees imposed by and owed to the City nor is the Station in default of any loan or contract to which the City is a party.
14. Provider shall execute a nonexpendable addendum in compliance with C.D.B.G. regulations. (Sub)Exhibit 11.

7.02 Business Documents.

If requested by the City Provider shall provide copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

7.03 Conflict Of Interest.

No member of the governing body of the City or other units of its government and no other officer, employee, or agent of the City or other unit of its government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal interest, direct, or indirect, in this Agreement.

The contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the project to which the contract pertains which would conflict in any manner or degree with the performance of its Services hereunder. The contractor further covenants that in its performance of the contract no person having any such interest shall be employed.

This Agreement is expressly subject to the terms and conditions of Chapter 26.2 of the Municipal Code of Chicago ("Governmental Ethics"). Provider shall comply with Chapter 26.2, including but not limited to Section 26.2-12 thereof pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of Chapter 26.2 shall be voidable as to the City.

7.04 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by Provider, or by

any subcontractor of the Provider, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

7.05 Designation Of Person Responsible.

Immediately upon execution of this Agreement, Provider will designate, in writing, a single individual on its staff who will represent the Provider as a primary contact in all matters with the City; the City may thereafter rely on the authority of the individual so designated. This designation may be cancelled at any time by the Provider, by giving written notice to the City, signed by an individual authorized to represent Provider, and identifying Provider's new designee.

The individual so designated, will act as primary liaison between Provider and the Department of Health, as the Provider's representative in matters pertaining to the administration of clinical services at the Roseland Neighborhood Health Center.

7.06 Entire Agreement.

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

7.07 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

7.08 Amendments.

No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agents of the parties hereto, or their respective successors and assigns.

7.09 Compliance With All Laws.

Provider shall at all times observe and comply with all applicable laws, ordinances,

rules, regulations and executive orders of the federal, state and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be physically amended to physically make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

7.10 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Provider hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

7.11 Severability.

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not effect the remaining portions of this Agreement or any part thereof.

7.12 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

7.13 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

7.14 Fax Machines.

The Provider has secured and will maintain in the hospital offices, at its own expense, a facsimile transfer system compatible with the City equipment in order to ensure the timely and orderly transfer of medical and other pertinent records and data as necessary for the care and treatment of patients.

7.15 Sufficient Staff.

The Provider will reasonably assure at all times:

1. The availability of sufficient staff to the limits described and incorporated herein to perform the services at the levels required by the Agreement;
2. That said staff, subcontractors and independent contractors are appropriate for the level of care to be provided as required by this Agreement;
3. The availability of sufficient professional and non-professional staff to accommodate non-English speaking patients, per the terms and conditions of this Agreement.

7.16 Exclusive Rights.

To the extent that Provider is in full compliance with the terms of this contract Provider shall have (except as provided below) the exclusive right to provide the health care Services to be provided hereunder as specified in Article III, Section A (1-5) during the term of the Agreement. The City reserves the right to provide various additional services at the Center including but not limited to Services similar or equal in nature to Provider's, if necessary to provide care to patients in accordance with the patient's best interests and in keeping with accepted standards and practices of care, or if Provider's Services are insufficient to provide adequate care to patients at the Center at the level of Services required hereunder, including but not limited to the right to make professional public health nursing visits to clients cared for by the Provider at the Center in the client's home during the time the client is receiving care under the terms of this Agreement.

In the event that the City decides to provide at the Health Center additional services by Internists, Dentists, Ophthalmologists or Podiatrists, the City shall give Provider an opportunity to agree to provide such additional services at the same rates then currently in effect. If Provider does not agree to do so within one week of written notification by the City, the City may employ any means to provide the additional services.

7.17 City Physicians At Provider's Facility.

City physicians will be encouraged to seek and shall be granted the opportunity to apply for full admitting and treatment privileges at the Provider's facility and said privileges will be granted in accordance with Provider's current standards and practices.

7.18 Quality Audit.

The Chicago Department of Health, Division of Quality Assurance and Office of Professional Standards and the Provider will develop jointly a mutually agreed upon quality assurance mechanism in order to monitor the quality of care and audit compliance with this Agreement.

7.19 Data Collection Procedures.

For purposes of program/services evaluation, Provider and City will mutually agree upon a set of data collection procedures, and will take into account such factors as the utility of information to be compiled, and ease of data collection and the confidentiality of patient records.

7.20 Necessary Data.

The Provider will, upon request and with sufficient and appropriate notice, submit to the City any other data necessary to properly evaluate Provider's compliance with the terms and conditions of this Agreement.

7.21 Management And Maintenance Of Roseland Neighborhood Health Center.

The parties agree that the City through its Regional Director shall be responsible for the overall management and oversight of the Roseland Neighborhood Health Center and shall supply adequate financial resources, be solely responsible for the maintenance and repair of the Roseland furnishings in all respects and shall cause to be furnished and shall pay for all utilities of whatever description. The parties further agree that they shall mutually

agree, from time to time, by amendment to this Agreement, to the scheduling of health professionals arranged to be supplied by the Provider, subject to the F.T.E. limitations expressed at Article III of the Agreement.

7.22 Use Of Independent Contractors By Provider.

The City acknowledges that the Provider will enter into subcontracts with the Internist and the Dentist only and that those individuals will have independent contractor status and that the Provider will be entering into written agreements with these independent contractors in order to arrange for the provision of the Services. The City agrees and acknowledges that the Provider and its agents have no right to direct and shall have no control over the actual manner or methods with which the professional clinical Services are provided to patients at the Roseland Neighborhood Health Center which shall be within the professional judgment of the particular health care professional subject to the guidance of the City's Health Maintenance Protocol ((Sub)Exhibit 9).

7.23 Referrals To And From The Provider.

The parties agree that further discussion and agreement between the parties should occur regarding the referral of patients from the Roseland Neighborhood Health Center to the Provider and its medical staff, and from the Provider to the Roseland Neighborhood Health Center. Such discussions will focus on the goal of providing continuity of quality care, procedures for referral to the Provider for inpatient care and specialists' services, the transfer or exchange of patient records and information, and the furnishing of transportation for patients as may be required, among other things. Any further agreement between the parties on these and related points shall be reduced to writing and constitute an amendment to this Agreement to be executed by the parties. At this time, the parties agree that all referral of patients to the Provider for further care shall be coordinated generally through the Administrative Liaison furnished by the Provider under the Agreement.

7.24 No Agency.

Provider, in performing the services under this Agreement, is acting as an independent contractor, and will perform such Services in accordance with currently approved methods and practices of its professional capacity. Provider acknowledges that it is not the agent or employee of the City and shall not, under any circumstances, so represent itself.

7.25 Inspector General.

It shall be the duty of any bidder, proposer, or contractor, all subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 19 of the Chicago Municipal Code. The contractor understands and will abide by all provisions of Chapter 19 of the Municipal Code of Chicago. All subcontracts shall inform subcontractors of the provisions and require understanding and compliance herewith.

Section 8. Events Of Default, Remedies, Termination, Right To Offset, Suspension.

8.01 Events Of Default Defined.

The following shall constitute events of default:

- A. Any material misrepresentation made by Provider to the City.
- B. Provider failure to perform any of its obligations under the Agreement including, but not limited to, the following:
 - 1. Failure to commence its Services at the time(s) specified due to a reason or circumstance within Provider's reasonable control;
 - 2. Failure to perform or cause the Services to be performed at the levels required by this Agreement;
 - 3. Failure to perform the Services in a manner reasonably satisfactory to the City;
 - 4. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - 5. Discontinuance of the Services for reasons not beyond Provider's reasonable control;
 - 6. Failure to comply with any material term of this Agreement, including but not limited to the provision of insurance; and
 - 7. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

- C. The City may terminate this Agreement by giving written notice to Provider at least thirty (30) days prior to the date of termination stated in such notice. Cause for termination may include but is not limited to the following:
1. Failure for any reason, of Provider to fulfill its obligations under this Agreement;
 2. Submission of data by Provider that evidences a pattern of being incorrect or incomplete in any material respect;
 3. The City will have no further liability to Provider for any Services rendered after legal notice of termination.
- D. Provider may terminate this Agreement by giving written notice at least sixty (60) days prior to the date of termination stated in such notice in the event that the City shall fail to fulfill its obligations under this Agreement in any material respect. However, the City has the right to cure any default within thirty (30) days after receipt of said notice.
- E. This Agreement may be terminated at any time by the mutual agreement of both parties.
- F. In the event of termination:
1. All finished or unfinished documents, data, reports, as well as patient records prepared by Provider under this Agreement shall be disposed of according to City instructions in accordance with applicable federal, state and local laws and regulations.
 2. Provider will satisfactorily complete the course of treatment of any patient whose treatment began prior to the final termination date under the provisions of care as outlined in the Scope of Services of this Agreement, and the City will pay for such care in accordance with the terms of this Agreement for the remainder of the current fiscal year subject to any funding limitations and City's discretion as to length of treatment.
 3. Services for which the Provider refers a patient outside of the City system become the sole responsibility of the Provider after the effective date of termination.

8.02 Remedies.

The occurrence of any event of default which Provider and City's discretion as to length

of treatment has failed to cure in accordance with the terms of this Agreement and specifying the event of default or which, if such event of default cannot be reasonably cured within ten (10) calendar days after notice, Provider has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, may, at the sole option of the City, permit the City to declare Provider in default. Whether to declare Provider in default is within the sole discretion of the Purchasing Agent and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Written notification of the default, and any intention of the Purchasing Agent to terminate the Agreement, shall be provided to Provider and such decision shall be final and effective upon Provider's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the City may invoke any or all of the following remedies:

- A. The right to money damages.
- B. The right to withhold all or any part of Provider's compensation hereunder.
- C. The right to deem Provider non-responsive in future contracts to be awarded by the City.

8.03 Non-Exclusivity.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event or default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

8.04 Right To Offset.

Any excess costs incurred by the City in the event of termination of this Agreement for default or in the event that City exercises any of the remedies available to it under Section 8.02 hereof may be offset by use of any payment due for Services completed prior to the termination for default or the exercise of any remedies. If such amount offset is insufficient to cover those excess costs, Provider shall be liable for and promptly remit to the City the balance upon written demand therefor.

8.05 Termination For Convenience.

In addition to termination pursuant to Section 8.01 hereof, the City may terminate this

Agreement, or all or any portion of the Services to be performed herein, at any time by a notice in writing from the City to Provider when the Agreement may be deemed to be no longer in the best interests of the City. All Services to be provided hereunder shall cease effective ten (10) days after the date of receipt of such notice in accordance with Article 10 of this Agreement. Provider shall restrict its activities, and those of its subcontractors, to completing any reports, examinations, tests, analyses, confirmations, and evaluations during this ten (10) day period. No costs incurred after the effective date of such termination shall be allowed. Payment for any Services performed before the effective date of such termination shall be based upon a proration of the compensation set forth in this Agreement for Services actually and satisfactorily performed by Provider to the effective date of termination. Such amount shall be mutually agreed upon by the City and Provider and, if not agreed to, such dispute may if appropriate be settled in accordance with Article 6 of this Agreement. Such payment so made to Provider shall be in full settlement for all Services satisfactorily performed under this Agreement.

Section 9. Notices.

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Commissioner, Department of Health
City of Chicago
50 West Washington Street
Room 256 -- South
Chicago, Illinois 60602

and

Department of Purchases
Room 403, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Purchasing Agent

With Copies To:

Department of Law
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To The Provider:

Chief Executive Officer
Roseland Community Hospital
45 West 111th Street
Chicago, Illinois 60607

and

Mr. John S. Cullinane
Lashly, Baer & Hamel
714 Locust Street
St. Louis, Missouri 63101

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section 10.

Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this section. Notices delivered personally shall be deemed effective upon receipt.

Section 10. Authority.

10.01 City Authority.

This Agreement if entered into by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and further in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, Ill. Rev. Stat. Ch. 24 par. 8-10-1 et seq., as amended, and with the Chicago Municipal Code, as amended.

10.02 Provider's Authority.

Execution of this Agreement by Provider is authorized by a resolution of its Board of Trustees and the signature(s) of each person signing on behalf of Provider have been made with complete and full authority to commit Provider to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

Section 11. Terms And Conditions.

This Agreement is subject to and incorporates:

- A. The provisions of Part II, "General Conditions For Personal Service Contract", with the "Contractor" therein being the "Provider" herein ((Sub)Exhibit 10).

In Witness Whereof, The City and Provider have executed this Agreement as of the date first written hereinabove.

[Signature forms omitted for printing purposes.]

[(Sub)Exhibit 9 attached to this Professional Services Agreement printed on pages 14679 through 14698 of this Journal.]

(Sub)Exhibits 1 through 8 and 10 through 11 attached to this Professional Services Agreement read as follows:

(Sub)Exhibit 1

To Professional Services Agreement

Staffing Schedule.

Roseland Community Hospital

Outpatient Health Services Agreement

For Roseland Neighborhood Health Center.

	F.T.E.	Hours	Rate	Dollar Amount
1. Adult Health/General Medicine.				
Physician	1.0	1,245	\$55	\$68,475*
Registered Nurse	1.0	1,245	13	16,185*
2. Dental Clinic.				
Dentist	1.0	1,245	35	43,575*
Dental Hygienist	1.0	1,245	15	18,675
Dental Assistant	1.0	1,245	10	12,450
3. Ophthalmology/Optomtry.				
Ophthalmologist	0.4	832	N/A	-0-
4. Podiatry.				
Podiatrists	0.4	832	N/A	-0-

* Total funding for Physician and Dentist funded from Corporate funds.
49% of Registered Nurse's salary funded from Corporate funds.
A total of \$120,000 of this contract.

	F.T.E.	Hours	Rate	Dollar Amount
5. Administrative Liaison.				
Liaison Personnel	1.0	1,245	12	<u>14,940</u>
				\$174,300
				Employee Benefits: 12,700
				Administrative Overhead: <u>25,000</u>
				TOTAL COSTS: <u>\$212,000</u>

Note: All salaries include Malpractice Insurance.

(Sub)Exhibit 2

To Professional Services Agreement.

*Special Conditions Regarding Minority Business
Enterprise Commitment And Women's
Business Enterprise Commitment.*

I. Policy And Terms.

A. It is the policy of the City of Chicago that Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) as defined in City of Chicago Executive Order 85-2

and its successive enactment Executive Order 89-7 and Regulations Governing Certification of Minority and Women-owned Businesses shall have the maximum opportunity to participate fully in the performance of contracts financed under this Agreement.

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

M.B.E. Participation Goal: 25%

W.B.E. Participation Goal: 5%

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

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

II. Definitions.

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

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

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

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

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

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

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

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

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

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

B. The Purchasing Agent reserves the right to deny or limit M.B.E./W.B.E. credit to the contractor where any M.B.E. or W.B.E. is found to be engaged in substantial subcontracting or pass-through activities with others. In this regard, a contractor may count toward its M.B.E. and W.B.E. goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element

of work and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Purchasing Agent shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of M.B.E./W.B.E. participation credit shall be based upon an analysis by the Purchasing Agent of the specific duties that will be performed by the M.B.E. or W.B.E. Each M.B.E./W.B.E. shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

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

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

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

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

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

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

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

V. Procedure To Determine Bid Compliance.

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

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

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

B. Letters of Certification. A copy of each proposed M.B.E./W.B.E. firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal. All Letters of Certification are dated and are valid for one year from date of issue by the City. All Letters of Certification issued by the City of Chicago includes a statement of the M.B.E./W.B.E. firm's Area of Specialty. The M.B.E./W.B.E. firm's scope of work, as detailed by their Schedule C-1 must conform to their stated Area of Specialty.

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

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

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

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

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

VI. Reporting Requirements During The Term Of The Contract.

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

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

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

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

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

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

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

- (1) The Contractor must notify the Purchasing Agent immediately in writing of an apparent necessity to reduce or terminate a M.B.E./W.B.E. subcontract and to propose a substitute firm for some phase of work, if needed, in order to sustain the fulfillment of the M.B.E./W.B.E. contract goals.

- (2) The Contractor's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following examples: A previously committed M.B.E./W.B.E. was found not to be able to perform, or not to be able to perform on time; a committed M.B.E./W.B.E. was found not to be able to produce acceptable work; a committed M.B.E./W.B.E. was discovered later to be not bona fide; a M.B.E./W.B.E. previously committed at a given price later demands an unreasonable escalation of price.

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

- (3) The Contractor's notification should include the name, address, and principal official of any proposed substitute M.B.E./W.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same M.B.E./W.B.E. affidavits and documents, which are required of bidders, as enumerated above in Section V, "Procedure to Determine Bid Compliance".
- (4) The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
- (5) Actual substitution of a replacement M.B.E./W.B.E. to fulfill contract requirements should not be made before City approval is given of the substitute M.B.E./W.B.E. Once notified of City approval, the substitute M.B.E./W.B.E. subcontract must be executed within five working days, and a copy of the M.B.E./W.B.E. subcontract with signatures of both parties to the Agreement should be submitted immediately to the City.

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

D. After award of contract, no relief of the M.B.E./W.B.E. requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the M.B.E./W.B.E. requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Contractor to locate

specific firms, solicit M.B.E./W.B.E. bids, seek assistance from technical assistance agencies, etc., as outlined above in the section entitled "Grant of Relief for Bidders: Waiver of M.B.E./W.B.E. Goals".

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

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

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

VIII. Non-Compliance And Liquidated Damages.

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

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

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

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

b. Authorized to do business in the State of Illinois: Yes No

c. Names of officers and directors of corporation (List Names and Titles):

Name (Print Or Type)	Title (Print Or Type)
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 5% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Section III.

Sole Proprietorships.

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

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

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

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

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

Section IV.

*Land Trusts, Business Trusts, Estates And
Other Entities.*

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

Section V.

Not-For-Profit Corporations.

- a. Incorporated in the State of: Illinois
- b. Authorized to do business in the State of Illinois: Yes [X] No []
- c. Names of each officer and director of corporation (List Names and Titles):

Name (Print Or Type)

Title (Print Or Type)

(Please see attachment)

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

State of Illinois)
) SS:
County of Cook)

This undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed) Alan Montella
(Signature of Person Making Statement)

(Signed) Alan Montella
Name of Person Making Statement
(Print or Type)

Vice President of Finance
Title

Subscribed to before me this 30th day of March, A.D., 1990.

(Signed) Loretta L. Irvine
(Notary Public Signature)

["Official Seal" Loretta L. Irvine, Notary Public, State Of Illinois
My Commission Expires 10/30/93]

Attachment to this (Sub)Exhibit "3" reads as follows:

Attachment.

Roseland Community Hospital

Chicago, Illinois.

Board Of Trustees.

Membership Listing.

Community Members

Mr. Vernon Chmielewski,
Manager, Sales
Accounting
Sherwin-Williams Company
11541 South Champlain
Avenue
Chicago, Illinois 60628
(312) 821-3961

Mrs. Pat DeBonnett,
Director,
Neighborhood
Housing Services
11001 South Michigan
Avenue
Chicago, Illinois 60628
(312) 568-1020

Mr. John Edwards, President
Roseland Business
Development Council
11145 South Michigan
Avenue
Chicago, Illinois 60628
(312) 928-6130

Rev./Dr. Samuel Fluker,
Pastor, House of
Inspiration Church of
God in Christ
32 East 113th Place
Chicago, Illinois 60628
(312) 821-8836/785-2386

Mr. Homer Franklin,
President,
Olive-Harvey College
10001 South Woodlawn
Avenue
Chicago, Illinois 60628
(312) 568-3700 Ext. 313

Mr. James A. Grell,
President
Heritage-Pullman Bank
1000 East 111th Street
Chicago, Illinois 60628
(312) 785-1000

Mr. Donald Jones,
President
Ingersoll Products Corp.
1000 West 120th Street
Chicago, Illinois 60643
(312) 264-7800

Ms. Shirley Pickett-
Davis, President,
Shirley Pickett
and Assoc.
9735 South Bell Avenue
Chicago, Illinois 60643
(312) 239-7595

Mr. Charles Smith,
President
Stuart Hooper Company
8757 South Greenwood
Avenue
Chicago, Illinois 60619
(312) 374-8900

Dr. Carson Veach,
Provost
Chicago State University
95th Street and King Drive
Chicago, Illinois 60628
(312) 995-2410

Hospital Members

Dr. Jai D. Arya,
President, Medical
Staff
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Mr. Alan Montella,
Vice-President,
Finance
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Dr. Armondo Pacis,
Chairman,
Department of Surgery
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Dr. Augusto Posadas,
Chairman, Department
of Medicine
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Dr. Supachai Pongched,
Chairman,
Department of
OB./GYN.
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Dr. Anita Stewart,
Chairman, Quality
Assurance Committee
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Dr. Madhupa Sud,
Chairman, Department
of Pediatrics
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

Ms. Denise R. Williams,
President and C.E.O.
Roseland Community
Hospital
45 West 111th Street
Chicago, Illinois 60628

(Sub)Exhibit 4

To Professional Services Agreement.

Anti-Collusion Affidavit.

Specification No. _____

The undersigned, on behalf of the Contractor, having been duly sworn under oath certifies that:

I.

- a) The Contractor is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended.

- b) The Contractor or any agent, employee or officer of the Contractor has not engaged in or been convicted of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.¹
- c) The Contractor or any agent, employee or officer of the Contractor has not, at any time prior to submittal of this bid, proposal or response, engaged in or been convicted of bid rotating.²
- d) The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to this certification. Based on such certification(s), and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor or any agent, employee or officer of such subcontractor having engaged in or been convicted of bid-rigging¹ or bid rotating².
- e) The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written approval of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by the Contractor, becomes aware of such subcontractor, or any agent, employee or officer of such subcontractor having engaged in or been convicted of bid-rigging¹ or bid rotating².

¹ For purposes of this certification a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

² For purposes of this certification a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts.

- f) The Contractor will maintain on file for the duration of the contract all certifications required by Section I, d) and e) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.
- g) The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

II.

The Contractor or any subcontractor to be used in the performance of this contract, or any official, agent or employee of the Contractor or such subcontractor (when acting pursuant to the direction or authorization of a responsible official thereof) has not, during a period of 3 years prior to the date of submittal of this bid, proposal or response:

- a) Bribed or attempted to bribe, or been convicted of bribing or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois or any other public entity in that officer or employee's official capacity; or
- b) Agreed or colluded, or been convicted or agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c) Made an admission of guilt of such conduct described in II a) and b) above which is a matter of record but for which there has been no prosecution.

(Signed) Roseland Community Hospital
Name of Contractor

(Signed) Denise R. Williams
Signature of Owner or
Authorized Officer

(Signed) President and C.E.O.
Title

State of Illinois

County of Cook

Signed and sworn to before me this 20th day of April, 1990

by Denise R. Williams (Name) as President and C.E.O. (Title)

of Roseland Community Hospital (Contractor)

Claire Waller
Signature of Notary

["Official Seal" Claire Waller, Notary Public, State
of Illinois, My Commission Expires 4/28/92].

(Sub)Exhibit 5

To Professional Services Agreement.

Local And Small Business Affidavits.

Specification No. _____

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

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

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

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

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

Part I.

- 1) Is bidder/proposer a "Local Business" as defined above?
Yes x No
- 2) How many persons are currently employed by bidder/proposer? 630
- 3) Does bidder/proposer have business locations outside of City of Chicago?
Yes No x

If yes, list such bidder/proposer business address:

(Attach Additional Sheets if Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? 630

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

Part II.

- 1) Is bidder/proposer a "Small Business" as defined above?
Yes _____ No x
- 2) Are annual gross receipts of bidder/proposer less than Five Million Dollars (\$5,000,000)? Yes _____ No x

Part III.

Company Name: Roseland Community Hospital
Address: 45 West 111th Street, Chicago, Illinois 60628
Contact Person: Ms. Denise R. Williams
Telephone No.: (312) 995-3012

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

(Signed) Denise R. Williams
Signature of Affiant

(Signed) Denise R. Williams
Name of Affiant (Print or Type)

President and C.E.O.
Title of Affiant (Print of Type)

State of Illinois

County of Cook

This instrument was acknowledged before me on April 20, 1990 (date)

by Denise R. Williams (name/s of person/s)

Claire Waller
Signature of Notary Public

Commission Expires: 4-28-92

["Official Seal" Claire Waller, Notary Public State of Illinois
My Commission Expires 4/28/92]

(Sub)Exhibit 6

To Professional Services Agreement.

Anti-Apartheid Affidavit.

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

Part One.

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

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

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

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

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

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

Part Two.

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

Instructions: Complete this Section Only If your firm is proposing to supply goods.

I, Denise R. Williams, on behalf of
(Name of person or chief executive officer of business entity, or his designee)

Roseland Community Hospital hereby certify that the following goods which
(Print or type name of person or entity applying for a contract award)

I propose to supply to the City of Chicago were not assembled or wholly manufactured in the Republic of South Africa or Namibia.

Medical Services

Description of Goods (Print or Type)

Denise R. Williams

Signature of Owner or Authorized Officer

Roseland Community Hospital

Name of Firm (Print or Type)

President and C.E.O.

Title(Print or Type)

State of Illinois

SS.

County of Cook

This instrument was acknowledged before me on April 20, 1990 (date)
by Denise R. Williams (name/s of person/s)

Claire Waller

Signature of Notary

"Official Seal" Claire Waller, Notary Public, State of Illinois
My Commission Expires 4/28/92.

(Sub)Exhibit 7

To Professional Services Agreement.

Anti-Lobbying Certificate.

Certification For Contracts, Grants, Loans
And Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any co-operative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or co-operative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or co-operative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and co-operative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Signed) Denise R. Williams
Name

(Signed) Denise R. Williams
Signature of Owner or
Authorized Officer

(Signed) President and C.E.O.
Title

State of Illinois

County of Cook

Signed and sworn to before me this 20th day of April, 1990

by Denise R. Williams (Name) as President and C.E.O. (Title)

of Roseland Community Hospital (Contractor)

Claire Waller
Signature of Notary

["Official Seal" Claire Waller, Notary Public, State
of Illinois, My Commission Expires 4/28/92]

(Sub)Exhibit 8

To Professional Services Agreement.

De-Escalation Addendum.

The purpose of this contract addendum is to clarify the City of Chicago's position with regard to a general de-escalation of Community Development Block Grant ("C.D.B.G.") contract amounts. The Year XVI C.D.B.G. ordinance provides for expenditures of entitlement monies from the federal government of maximum amounts applied for by the City to the U. S. Department of Housing and Urban Development ("H.U.D."). The amount of C.D.B.G. Year XVI funds may consequently be lower than those amounts applied for by the City and appearing in the Year XVI C.D.B.G. Ordinance.

Therefore:

Contractor/delegate agency acknowledges and agrees that the maximum compensation under this contract is contingent upon the approval and level of funding received by the City for C.D.B.G. from H.U.D. In the event that the final entitlement to the City of Chicago of Year XVI C.D.B.G. funds as determined by H.U.D. is less than the amount in the C.D.B.G. Appropriation Ordinance, the Budget Director shall compute the percentage by which the level of funding granted by H.U.D. to the City reduces the amount applied for by the City pursuant to the Year XVI C.D.B.G. Ordinance. The maximum amount of compensation for the Contractor/delegate agency under such reduction will be given by the City after the reduction has been completed.

Such decrease in the maximum compensation, as provided in this addendum, shall be made by letter to the Contractor, anything contained in the attached contract notwithstanding. At such time the Contractor/delegate agency shall have thirty (30) days from the date of said letter to submit a revised Work Program, budget or any other appropriate contract attachment or exhibit (the "revised submittals") to the Lead Department reflecting the decrease in the contract amount. The Lead Department shall have discretion to modify the revised submittal as they deem appropriate to fully realize the goals of the contract. The revised submittals shall then be submitted to the Purchasing Agent for final approval. Upon approval of the revised submittals by the Purchasing Agent, the revised submittals shall become part of the contract and supercede the document being revised.

In the event that the Contractor does not comply with this addendum or if the revised submittals are not acceptable to the City, the Contractor shall be obligated to perform the contract as originally executed without additional compensation beyond the contract reduced amount pursuant to the notification by the City.

Contractor specifically agrees to the implementation of the De-Escalation Clause upon notification by the City.

[Signature forms omitted for printing purposes.]

(Sub)Exhibit 10

To Professional Services Agreement.

Part II.

General Conditions For Personal Services Contract.

Definitions.

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

The term "the responsible agency of the United States Government" as used herein, shall mean the Department of Housing and Urban Development or the person authorized to act in its behalf.

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

Authority.

This Agreement is entered into in accordance with and is subject to the provisions of the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

Nondiscrimination.

In carrying out this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, religious belief, age, sex, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, disability, sexual orientation, parental status, military discharge, or source of income. The Contractor shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, creed, religious belief, age, sex, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, disability, sexual orientation, parental status, military discharge, or source of income. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religious belief, age, sex, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, disability, sexual orientation, parental status, military discharge, or source of income. All solicitations or advertisements for employment shall state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religious belief, age, sex, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, disability, sexual orientation, parental status, military discharge, or source of income.

No person in the United States shall, on the grounds of race, color, creed, religious belief, age, sex, marital status, citizenship as applicable, political affiliation, national origin or ancestry, physical or mental handicap unrelated to ability, disability, sexual orientation, parental status, military discharge, or source of income or the inability to speak or comprehend the English language, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program activity made possible by or resulting from this Agreement.

The Contractor shall comply with federal, state, and local laws, rules and regulations, and executive orders including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) and the regulations issued pursuant thereto, (24 C.F.R. Part I), which provide that no person in the United States shall on the basis of race, color, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives financial assistance and will immediately take any measures necessary to effectuate this assurance.
- b. The Age Discrimination in Employment Act of 1975, (42 U.S.C. 6101 -- 6107), and the regulations issued pursuant thereto, which provide that no person shall on the basis of age be denied the benefits of, or be subjected to discrimination under, any program or activity for which the Contractor receives financial assistance.
- c. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), and the regulations issued pursuant thereto, (24 C.F.R. Part 8), which provide that no otherwise qualified handicapped individual be excluded participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity for which the Contractor receives financial assistance.
- d. Executive Order 11246, and as amended by Executive Orders 11375 and 12086, and all regulations issued pursuant thereto, including 41 C.F.R. Chapter 60, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment. Such contractors and subcontractors shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship.
- e. Executive Orders 11625, 12432, and 12138 which encourage the use of minority and women business enterprises in the performance of activities funded under this Agreement.
- f. Title VIII of the Civil Rights Act of 1968 (P.L. 90-824) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services.
- g. Section 109 of the Housing and Community Development Act of 1974, as amended, and any rules and regulations promulgated thereunder, including by way of example but not by way of limitation 24 C.F.R. Part 570.
- h. Section 3 of the Housing and Urban Development Act of 1968, as amended, which requires providing job training and employment opportunity for low income persons and the use of area businesses in areas of housing programs.

The Contractor also agrees not to commit an unfair employment practice in Illinois as defined in the Illinois Human Rights Act, (Illinois Revised Statutes, Chapter 68, Section 1-101 et seq.) and further agrees to take affirmative action to ensure that no unfair practice is committed. The Contractor also agrees to comply with Illinois Revised Statutes, Chapter 29, Sections 17 to 24 inclusive, which prohibits discrimination in the performance of public contracts.

The Contractor also agrees to the terms of an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Municipal Code of the City of Chicago, Ch. 198).

The Contractor also agrees to comply with the City ordinance which prohibits discrimination on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge, or source of income.

The Contractor and subcontractors shall furnish such reports and information as may be requested by the Chicago Commission on Human Relations.

The Contractor further agrees that it will incorporate into any agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41, C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the equal opportunity clause which is a part of the Federal Labor Standards Provisions.

The Contractor agrees that it will be bound by the equal opportunity clause and other provisions of 41 C.F.R. Chapter 60, with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Contractor so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under this Agreement.

The Contractor agrees that it will assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary of Labor in the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any agreement or contract modification subject to Executive Order 11246 of September 24, 1965 and, as amended, with a Contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Agreement, refrain from extending any further assistance to the Contractor under this Agreement with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the

Contractor, and refer the case to the Department of Justice for appropriate legal proceedings.

The Contractor also agrees to comply with the provisions of 24 C.F.R. Part 24 relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

Compliance With Laws.

The Contractor and its subcontractors shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and City Governments, which may in any manner affect the performance of this Agreement.

Program Income.

The Contractor agrees to return to the City all program income in the form and manner to be stipulated by the City. "Program income" means gross income received by the Contractor directly generated from the use of C.D.B.G. funds. Program income includes, but is not limited to the following: (a) proceeds from the disposition by sale or long term lease of real property purchased or improved with C.D.B.G. funds; (b) proceeds from the disposition of equipment purchased with C.D.B.G. funds; (c) gross income from the use or rental of real or personal property acquired by the Contractor with C.D.B.G. funds, less the costs incidental to the generation of such income; (d) gross income from the use or rental of real property owned by the Contractor that was constructed or improved with C.D.B.G. funds, less the costs incidental to the generation of such income; (e) proceeds from the sale of obligations secured by loans made with C.D.B.G. funds; (f) interest earned on funds held in a revolving fund account; (g) interest earned on program income pending disposition of such income; and (h) funds collected through special assessments made against properties owned and occupied by households not of low and moderate incomes where such assessments are used to recover all or part of the C.D.B.G. portion of a public improvement.

Uniform Administrative Requirements.

Contractors which are governmental entities shall comply with the requirements and standards, as codified, of O.M.B. Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"; O.M.B. Circular No. A-128, "Audits of State and Local Governments," at 24 C.F.R. Part 44; and with stipulated sections of 24 C.F.R. Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

Contractors which are not governmental entities shall comply with the requirements and standards, as codified, of O.M.B. Circular No. A-122, "Cost Principles for NonProfit Organizations" or O.M.B. Circular No. A-21, "Cost Principles for Educational Institutions, as applicable, and the following Attachments to O.M.B. Circular No. A-110: (a) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance; (b) Attachment B, "Bonding and Insurance", (c) Attachment C, "Retention and Custodial Requirements for Records," except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual C.D.B.G. activities starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 C.F.R. 570.507, in which the specific activity is reported on for the final time; (d) Attachment F, "Standards for Financial Management Systems", (e) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2; (f) Attachment N, "Property Management Standards", except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property not needed by the City for C.D.B.G. activities shall be transferred to the City for the C.D.B.G. program or shall be retained after compensating the City; and (g) Attachment O, "Procurement Standards".

Personnel.

The Contractor shall immediately assign and maintain a staff of competent personnel which is fully equipped and qualified to perform the services required by this Agreement.

Salaries of employees of the Contractor performing work under this 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 applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and title 40 U.S.C., Section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to insure compliance with such regulations and shall be responsible for the submission of affidavits required thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

If, in the performance of this Agreement, there is any under-payment of salaries by the Contractor, the City shall, after investigation and at its sole discretion, withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor to the respective employees to whom they are due.

Conflict Of Interest.

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise herefrom if this Agreement and the project to which it pertains is funded in whole or in part, directly or indirectly, by the federal government.

No member of the governing body of the City of Chicago and no officer, employer or agent of the City of Chicago shall have any personal, financial or economic interest, direct or indirect, in this Agreement.

The Contractor covenants that no person who presently is related in any manner set forth above to the City of Chicago has any personal, financial or economic interest, direct or indirect, which would conflict in any manner or degree with the performance of the services hereunder.

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of his work hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

The Contractor further covenants that in the performance of this Agreement any interest on the part of the Contractor or his employees must be disclosed to the City, provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area. Reference is made to 24 C.F.R. Section 570.611 and 24 C.F.R. Section 85.36.

The Contractor further agrees to comply with the conflict of interest requirements in O.M.B. Circulars A-102 and A-110 and in the Municipal Code of Chicago, Chapter 26.2, "Governmental Ethics."

Conflict Of Interest and Bribery.

The Contractor agrees to comply with the Illinois Purchasing Act "Bribery" and "Conflict of Interest" Sections (Illinois Revised Statutes, Chapter 127, Section 132.10 and Sections 132.11 through 132.11-5, inclusive), which are by reference made as part of this Agreement and all the terms, conditions, and provisions of those sections are to apply to this Agreement and are made a part of this Agreement the same as though they were incorporated herein.

The Contractor certifies, by signature, that no director, officer, employee, consultant, or other personnel has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has made an admission of guilt of such conduct which is a matter of record.

The Contractor agrees that in the event that the "Conflict of Interest" or "Bribery" sections mentioned above have not been complied with, this Agreement shall be declared void and of no effect, pursuant to the Illinois Purchasing Act, Section 10, (Illinois Revised Statutes, Chapter 127, Section 132.10), and the Contractor shall forfeit all monies otherwise due and payable to the Contractor under this Agreement and the Contractor shall refund to the City all money paid to the Contractor pursuant to this Agreement.

Indemnity.

The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, and agents or employees thereof, in connection with services, and shall be responsible for all parts of the work, both temporary and permanent, until the services under this Agreement are declared completed and approved by the City. It is expressly understood that the Contractor shall indemnify and save harmless the City from all claims, suits, actions, liabilities, judgements, costs, expenses and damages arising out of or resulting from the services of the Contractor under this Agreement, and such indemnity shall not be limited by reason of the conditions on any insurance coverage herein provided.

The Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employees, of the subcontractor or his employees, if any, or of the City of Chicago or its employees; and the Contractor shall, at his own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgement shall be rendered against the City in any such action, the Contractor shall, at his own expense, satisfy and discharge the same.

Subletting And Assignment.

The Contractor shall not assign this Agreement or any part therein unless otherwise provided or without the written consent of the City but in no case shall such consent relieve the Contractor from the obligations hereunder, or change the terms of this Agreement.

The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the City having first been obtained. The transfer or assignment of any funds paid pursuant to this Agreement either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor shall cause the annulment of said transfer or assignment so far as the City is concerned.

Changes.

The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Agreement.

Termination For Cause.

The Contractor agrees that, subject to 24 C.F.R. Section 85.43, if the City determines that the Contractor has not complied with, is not complying with, has failed to perform, is failing to perform, or is in default under any of the provisions of this Agreement whether due to failure or inability to perform or any other cause whatsoever, and so notifies the Contractor by written notice of said non-compliance or default and the Contractor does not correct said violations within fifteen (15) days, the City may suspend or terminate this Agreement in whole or in part by written notice and, may demand refunds of any funds disbursed to the Contractor, may deduct any refunds or repayments from any funds obligated to but unexpended by the Contractor whether from this project or any other project; may temporarily withhold cash payments pending correction of deficiencies by the Contractor or more severe enforcement action by the City; may disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; may withhold further awards for the program; may take other remedies legally available; or may take appropriate legal action.

Termination For Convenience.

The Contractor agrees that, pursuant to 24 C.F.R. Section 85.44, this Agreement may be terminated in whole or in part for convenience as follows: (a) by the City, with the written consent of the Contractor, in which case the City and the Contractor shall agree upon the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated; or (b) by the Contractor, upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated; provided, however, if the City determines that the remaining portion of the award will not accomplish the purpose for which the grant was made, the City may terminate the entire contract under either 24 C.F.R. Sections 85.43 or 85.44(a).

Reports, Information, Records And Audits.

The Contractor, at such time and in such form as the responsible agency of the United States Government, and/or the City, may require, shall furnish said agency and/or the City

such periodic reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by City or the responsible agency of the United States Government to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City, said agency or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Agreement, provided that all necessary audits are completed, and audit questions, if any, are resolved.

The Contractor shall establish and maintain on file third party agreements, in compliance with appropriate O.M.B. circulars, including but not limited to those pertaining to consultant/technical services, workshop instructors and volunteers' paid stipends.

The Contractor agrees to maintain and provide such information, data, reports, etc. regarding its activity in order to assist the City in its compliance with applicable law, including 24 C.F.R. 570.506.

The Contractor will properly maintain all forms and records relating to the program as may be requested by the City. The Contractor is responsible for the transmission of these forms to the proper places when requested.

All records pertaining to the program must be available to the City upon request. All records kept as required by this program remain the property of the City and will be made available to the City upon request.

Reversion Of Assets.

Upon expiration of this Agreement for this activity between the City and the Contractor, the Contractor shall transfer to the City any C.D.B.G. funds on hand at the time of expiration and any accounts receivable attributable to the use of C.D.B.G. funds. The Contractor further agrees that any real property under its control that was acquired or improved in whole or in part with C.D.B.G. funds in excess of \$25,000 is either: (a) used to meet one of the national objectives in 24 C.F.R. 570.208 until five years after expiration of this Agreement, or such long period of time as determined appropriate by the City; or (b) is disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-C.D.B.G. funds for acquisition of, or improvements to, the property.

For purposes of this paragraph "expiration" shall be defined as when the City declares in writing that this Agreement is closed out.

Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior written approval of the City.

Copyright.

No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

Patent Rights.

In the event that any invention, improvement or discovery may be conceived or first actually reduced to practice by the Contractor or its employees, in the course of or under this Agreement or any subcontract, the Contractor shall give prompt notice thereof to the City. Any such invention, improvement or discovery, together with all information, designs, specifications, knowhow, data, patent rights, and findings in connection therewith which arose or were developed in the course of the performance of this Agreement or any sub- contract hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as the responsible agency of the United States shall determine.

Political Activity Prohibited.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Lobbying Prohibited.

None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

Compliance With Specific Federal Laws And Regulations.

The Contractor agrees to comply with all applicable standards, orders, or requirements issued pursuant to Section 306 of the Clean Air Act, as amended (42 U.S.C. 1857h); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency Regulations (40 C.F.R. Part 15), including the reporting of violations to the grantor agency and to the U.S.E.P.A. The Contractor agrees to comply with the requirements, as applicable, of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 -- 4846) and implementing regulations at 24 C.F.R. Part 35. The Contractor also agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165).

Affirmative Action.

Federal regulations require that within 120 days from the commencement of a contract each prime Contractor or subcontractor with 50 or more employees and a contract of \$30,000 or more develop and submit for approval, a written affirmative action compliance program for each of its establishments.

An affirmative action program is a set of specific and result-oriented procedures to which a Contractor commits himself to apply every good faith effort. The objective of those procedures plus such efforts is equal employment opportunity. Procedures without effort to make them work are meaningless; and effort, undirected by specific and meaningful procedures, is inadequate. An acceptable affirmative action program must include an analysis of areas within which the Contractor is deficient in the utilization of minority groups and women, and further, goals, and timetables to which the Contractor's good faith efforts must be directed to correct the deficiencies and thus, to increase materially the utilization of minorities, and women, at all levels and in all segments of his work force where deficiencies exist.

Any Contractor required to develop an affirmative action program at each of his establishments who has not complied fully with that section is not in compliance with Executive Order 11246 and as amended by Executive Orders 11375 and 12086. Until such programs are developed and found to be acceptable, the Contractor is unable to comply with the equal employment opportunity clause.

Inquiries relating to this requirement, including rules, regulations and guidelines for preparation, may be directed to the Equal Employment Opportunity Officer of the sponsoring agency.

Advance.

Any outstanding advance of funds under this Agreement must be repaid by the Contractor. Unless otherwise agreed to in writing by the parties, repayment will be by deductions on a pro rata basis from reimbursement submitted for the last two (2) months of the Agreement period.

Property.

All property furnished by the City or specifically authorized in writing to be purchased and such cost to be reimbursed under the terms and conditions of this Agreement shall revert to the City and will be disposed of only as directed in writing by the City. The Contractor shall obtain a policy of insurance covering fire, theft, etc., as required by the City on the foregoing property with the City named as an additional party insured.

Funding Policy.

The general policy is for the City to make funds available to Contractor on a reimbursement basis. However, in the event that a Contractor cannot function on a reimbursement basis, the City, after reviewing the situation, may make an exception to the general policy on an individual case basis. The City shall document all exceptions and state the dire circumstances leading up to the decision. Regardless of the means by which funds are provided by the City, all disbursements by the Contractor must be fully documented.

Other Program Requirements.

The Contractor shall comply with all federal laws and regulations as described in 24 C.F.R. 570 Subpart K, except that: (a) the Contractor does not assume the City's environmental responsibilities described at 570.604 and (b) the Contractor does not assume the City's responsibilities for initiating the review process under 24 C.F.R. Part 52.

Insurance Requirements For Non-Governmental Agencies.

A. Introduction.

Under governmental guidelines the Comptroller of the City (the "Comptroller") is required to establish minimum insurance requirements for non-governmental agencies that receive federal, state or local funds through the Department of

Human Services. The Comptroller, therefore, defines insurance requirements for all non-governmental agencies funded through the Department of Human Services.

Therefore, the responsibility and decision on acceptability of insurance remains with the Comptroller, while the City Corporation Counsel has the ultimate responsibility for decisions on the legality of the insurance and its wording.

If all insurance requirements have not been met, the Comptroller will withhold reimbursement from the Contractor until such requirements are met. The Comptroller will so notify the Contractor of the failure to meet insurance requirements. The Contractor then has the responsibility immediately to correct the deficiency in insurance coverage.

The Contractor, at the expense of the Contractor, shall keep in force during the term of this Agreement, insurance issued by responsible insurance companies, in forms, kinds, and amounts as determined and directed by the Comptroller of the City of Chicago for the protection of the City and/or Contractor. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Upon approval by the Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, the Contractor shall deliver all policy originals or duplicate originals and endorsements or certificates of insurance for incorporation within this Agreement as attached thereto. In any event the Contractor is not to commence to exercise any of the rights and privileges granted under this Agreement until such time as all insurance directed and required to be furnished by the Contractor is in full force and effect.

The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and save harmless the City under the terms and conditions of this Agreement.

B. Insurance Requirements For Contractors.

1. Special Condition.

The following are the minimum types and liability limits of insurance required:

	Types	Liability Limits
a.	General Liability	\$250,000 Each Person
	Bodily Injury	\$500,000 Each Occurrence
	Property Damage	\$ 50,000 (or \$500,000 Aggregate)

City of Chicago is to be named as an additional insured.

b.	Workers' Compensation (where applicable)	
c.	Automobile Liability (where applicable)	\$100,000 Each Person
	Bodily Injury	\$300,000 Each Occurrence
	Property Damage	\$ 50,000 Each Occurrence (or \$300,000 Aggregate)
d.	Fidelity Bond (where applicable)	Equal to 1/6 total of all Federal Grants with City

City of Chicago is to be named as Loss Payee.

e.	Professional Liability (where applicable)	\$200,000 Each Claim \$600,000 Aggregate
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City of Chicago is to be named as additional insured.

2. The Contractor acknowledges that the amounts and types of coverage are subject to change and in such event, the Contractor shall be deemed responsible upon due notice from the City, to satisfy the new requirements written, a reasonable time before future requirements will be made.
3. In addition the following is required:

- a. Each policy or an endorsement thereto must name the City of Chicago as an additional party insured. If the policy covers activities of the Contractor other than those required to operate the program or programs, coverage on the City may be limited by use of language such as "Coverage of the City is limited to claims which arise from activities of the Contractor which are funded by the City through the Department of Human Services." There may be no other limitation on the clause.
- b. The Comptroller reserves the right to require insurance in addition to the minimums specified above. In such case, the Contractor will be notified.
- c. The insurance company of the Contractor's choosing must be authorized to do business in the State of Illinois.
- d. Each insurance policy shall include a provision to the effect that it shall not be subject to cancellation, discontinuance, or reduction in the amount of its liabilities, or any other material change, until notice thereof has been given in writing to the City not less than 15 working days prior to such action.
- e. All policies or endorsements must contain a clause providing that the City may cancel the policy upon sixty (60) days notice.

C. Procedure For Complying With Insurance Requirements.

1. The Contractor is to send required insurance certificates to the Insurance Section, City Comptroller's Office, 5th floor, 510 North Peshtigo Court, Chicago, Illinois 60611. Such certificates issued by the insurance carrier or its authorized representative must clearly show the type and amount of coverage and be in effect on the starting date of this Agreement, and must be on file with the Comptroller before any cash flow to the Contractor.
2. If the insurance certificate or certificates do not meet minimum requirements as described in Section B, the Comptroller will contact the Contractor advising what is required to make the documents acceptable.
3. If a binder is submitted instead of a certificate, a certificate of extension binder must be submitted at least fifteen (15) days prior to the expiration date of the binder.

4. If the Contractor has not received a renewal certificate thirty (30) days prior to the expiration of current policy, the Contractor should contact its insurance company immediately in order to secure a renewal certificate.

D. Reimbursement.

1. If the policy covers the program or programs funded through the Department of Human Services only and not other activities of the Contractor, the entire cost is reimbursable. The Contractor agrees to submit the paid premium notice with the appropriate program reimbursement voucher forms and supporting documentation.
2. If the policy also covers activities of the Contractor other than those funded through the Department of Human Services, the premium cost will be prorated. That portion which results from Department of Human Services funding will be reimbursed; the balance is not reimbursable. Under these circumstances, the Contractor should submit a Cost Allocation Report D.H.S. 2068 to support the cost given in the appropriate program reimbursement voucher forms and supporting documentation.

E. Self-Insurance.

1. If the Contractor is self-insured, a letter on the Contractor's letterhead, signed by the President or person authorized by corporate resolution of the Contractor to execute such a document in its behalf, should be submitted stating that the Contractor is self-insured and showing the types and amounts of such insurance. In addition, the letter should state that the Contractor will hold the City harmless from all claims and reimburse the City for all losses within the terms of such self-insurance.
2. The Comptroller may request proof that the Contractor has the financial resources to incur responsibility for self-insurance. If the self-insurance is found acceptable, copies of the letter will be affixed to and made a part of this Agreement and will be presumed to remain in force unless the Contractor advises of cancellation at least sixty (60) days in advance of such cancellation.

*(Sub)Exhibit 11**To Professional Services Agreement.**Non-Expendable Personal Property.*

The purpose of this contract addendum is to clarify the City of Chicago's position with regard to non-expendable personal property.

1. Defined: Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.
2. All non-expendable personal property approved for purchase under the terms of an organization delegate agency contract is the property of the City of Chicago to the extent that such property is not the property of the federal government.
3. The delegate agency shall maintain an inventory of all such non-expendable personal property purchased with C.D.B.G. funds. This inventory report shall be delivered to the Lead Department as per the requirements of the Code of Federal Regulations.
4. Generally, upon completion of each delegate contract, whether completion by contract termination, expiration of specified contract period or fulfillment of all requirements ("contract termination"), all non-expendable personal property shall be returned to the City of Chicago. After receiving a final inventory of all non-expendable personal property related to the contract at contract termination the City may elect to allow the non-expendable personal property to remain in the possession of the Contractor if the City determines that it is necessary for the performance of any new or other C.D.B.G. related contractual relationship with the Contractor.
5. This section on non-expendable personal property shall be construed as a clarification of preexisting federal law. Therefore, this section is applicable as to any non-expendable personal property purchased under any past or relevant future contract with the City of Chicago funded in whole or in part with C.D.B.G. funds.

The undersigned certifies having read the non-expendable personal property contract addendum. Further, the undersigned agrees to abide by the provisions of this addendum with regard to any non-expendable personal property purchased in whole or in part with C.D.B.G. funds.

Organization: Roseland Community Hospital

Date: 4-20-90

Representative: Denise R. Williams

Title: President

(Sub)Exhibit 9

To Professional Services Agreement.

Health Maintenance Protocol.

The purpose of this Health Maintenance Protocol is to establish within the clinics of the Chicago Department of Health a standardized multidisciplinary approach to health promotion and preventive medicine. These guidelines have been derived in most instances from the recommendations of national medical organizations. When these did not exist, conclusions based on thorough literature reviews were used. In a few cases where no data specifically applicable to our unique clinic population was available, the Adult Protocol Committee made its own recommendations. The active participation of all members of the health care delivery team including clerks, nurse's aides, nurses, nutritionists, social workers, nurse practitioners, dentists, health educators, ophthalmologist/optometrists and administrative staff is essential to the successful implementation of this protocol. It is anticipated that this protocol will be the first step of many in the process of defining and integrating the various members of the health care team in an effort to continually improve the overall standard of primary care provided by the Chicago Department of Health.

*Instructions For Use Of The Routine Health
Maintenance Flow Sheets.*

These two sheets, titled: "Problem List/Health Maintenance Flow Sheet and Health Education Flow Sheet: Nursing/Nutrition/Social Services", shall be placed in all those patient's charts who are being followed in the Adult and Family Planning Clusters. They will be positioned as the top two sheets on the left hand side of the chart. The Problem List will be placed on top of the Health Education Sheet and these will both replace the currently used Problem List.

These sheets will function as tools to be used by all members of the Health Care Team. They will serve as reminders for us to maintain a high standard of care of our patients by focusing on health promotion and preventative medicine and they will also be used for the purpose of auditing the health care team's ability to provide these services to our patients.

It will be the ultimate responsibility of the physician, nurse practitioner or other designated primary health care provider to make sure that the Problem List/Health Maintenance Flow Sheet is properly filled out and kept up-to-date. On the other hand, all qualified health professionals should feel free to enter data onto this sheet provided that there is a reference to their entry in the progress notes in the form of a complete S.O.A.P. (Subjective, Objective, Assessment, Plan Note). Please print neatly at all times. All problems which are current, should be entered in the Problem List on the left side with a notation of the date on which the problem first started. All inactive or resolved problems including surgeries should be entered on the right side of the list with a notation of the date on which the problem was resolved. These problems should be listed according to accepted medical nomenclature. The list should not include temporary conditions such as viral illnesses, etc. In addition, sensitive diagnoses such as psychiatric or sexual dysfunction problems should be noted on the Problem List with "Psycho-social Problem" and then details should be in the progress notes. All obstetrical information, drug allergies and risk factors for illness, such as tobacco usage, alcohol usage and family history should be placed in the designated areas.

The Health Maintenance Flow Sheet should have a date (month/year) entered in the appropriate space every time a particular exam, lab test or referral is completed, not when it is ordered. The Hx./P.E. category means the Health Maintenance History and Physical was done as required by the text of the protocol. The rest of the P.E. categories are self-explanatory. When a date is entered for the Health Education slot it means that the physician has reviewed the Health Education Flow Sheet, discussed one or more topics and when staff becomes available, makes referral to a health educator. Each time either Breast or Testicular Self-Examination is taught, the date should be entered. Similarly a date in the Nutrition Counseling slot means that the M.D. has determined the patient's ideal body weight, prescribed a diet, taken a brief 24-hour recall dietary history and made a referral to the nutritionist. This should all be noted in a progress note of the same date. The dates for lab tests should be entered only when the results have returned to the chart. The date for dental exam should be entered after the patient has been seen and can in fact be entered by the examining Dentist. After either an Optometry or Ophthalmology exam is done, the date should be entered in the correct space. Again, these providers can enter the date themselves. When the results of flexible sigmoidoscopic and mammogram are returned to the chart these dates should be entered. Immunizations should be entered and initialed by the provider who administers them. The P.P.D. should be entered only after the examination is interpreted. In all cases where an exam needs to be repeated before the minimum time period, (ie. Pap smears that need repeating after infection therapy, etc.) a small N.R. should be entered next to the date to remind the provider. Finally, there are several blank spaces at the top of the flow sheet to be used as needed by the provider.

The Health Education Flow Sheet/Nursing/Nutrition/Social Services sheet is to be used by all members of the health care team but the Nursing staff will assume primary responsibility for the sections entitled Breast and Testicular Self-Exams, Cancer Danger Signals, Cancer Risk Factors and Health Habits. The Nutritionist will assume responsibility for the section on Nutrition and the Social Worker will use the space designated Social Services. These flow sheets are to be dated when those particular topics are covered or those services are provided. Any qualified member of the health care team should feel free to provide any of the services/information on this flow sheet and then enter both a date on the sheet and a notation in the progress notes.

All qualified members of the health care team should review all of these charts from time to time and if certain areas of service are not being provided it is completely appropriate and desirable for members to remind each other of these deficiencies and correct them as soon as possible.

*Initial Evaluation Of Healthy Adults Without Risk Factors
(Age 18 And Over).*

- I. Complete History. (Physician or Nurse Practitioner must complete History of Present Illness and Review of Symptoms.)
- II. Complete Physical Exam, including:
 - Oral Exam with Digital Palpation (40 or older).
 - Breast Exam.
 - Pelvic Exam.
 - Testicular Exam (men under 40).
 - Rectal Exam with stool for occult blood (over 40),
 - Prostate Exam (men over 40).
- III. Laboratory -- Screening Tests:

- A. P.P.D. -- recorded as mm of induration, only if no prior hx of significant reaction. Disregard a hx of prior B.C.G. administration.
- B. Pap Smear.
- C. SMA18, C.B.C. V.D.R.L.
- D. In women over 35, baseline mammogram.
- E. In pts over 40, stool for occult blood x 3.
- F. In pts over 50, flexible sigmoidoscopy.
- G. Hepatitis B Markers in Refugees from Southeast Asia.

IV. Update Immunizations:

- A. dT -- Initial series when indicated, booster q 10 years (see MMWR Supplement on Adult Immunization, 9/23/84 p. 115).
- B. M.M.R. -- In patients with any of the following indications for either measles or rubella vaccine and under 30.

Measles:

1. Unknown or undocumented history of measles vaccination and under 30.
2. Previously immunized with inactivated vaccine at any age (before 1967).
3. Immunized before 1 year of age.
4. Immunized with attenuated live virus measles virus with concomitant dose of immune globulin.

Rubella:

1. Non-pregnant women of childbearing age (on continuous form of Family Planning, whose L.M.P. was within 4 weeks) not documented to have positive titres or to have been immunized. (Rubella titres should not be ordered.)

2. Men under 35 not having documentation of prior immunizations.

C. Pneumococcal Vaccine (given once only) as indicated:

1. Patients over 65.
2. Patients with C.O.P.D. Asthma, chronic cardiovascular disease, E.T.O.H. abuse, Diabetes Mellitus, Hodgekin's Disease, cirrhosis, asplenia, chronic renal failure, nephrotic syndrome, C.S.F. leaks, immuno-compromise, sickle cell anemia.

D. Influenza Vaccine -- As indicated during fall/winter if not given that season:

1. Patients over 65.
2. Indications as for Pneumococcal vaccine.

Note: Both vaccines may be given simultaneously in opposite shoulders.

3. Patients in chronic care facility.
4. Health Care Providers.

V. Health Education:

- A. Breast Self-Exam.
- B. Testicular Exam (men under 40).
- C. Cancer Danger Signals:

1. Change in bowel or bladder habits.
2. A sore that does not heal.
3. Unusual bleeding or discharge.
4. Thickening or lump in the breast or elsewhere.

5. Indigestion or difficulty swallowing.
6. Obvious change in a wart or mole.
7. Nagging cough or hoarseness.

D. Cancer Risk Factors:

1. Family or personal hx of breast Ca.
2. Tobacco use (smoking, chewing, other).

E. Health Habits:

1. Exercise.
2. Tobacco use (smoking, chewing, other).
3. Safety-accident prevention (seat belts, etc.).
4. Drugs (alcohol, street drugs, O.T.C., prescription).

F. Hemoglobinopathy Counseling and Optional Screening (See Appendix 2).

G. Family Planning (if indicated).

VI. Nutrition:

1. Dietary History.
2. Education (fats, fiber, Na^{++} , complex carbohydrates, Ca^{++}).
3. Referral to Nutritionist.

VII. Dental Evaluation.

VIII. Optometry/Ophthalmology -- exam with Glaucoma screening, and Hearing screening.

IX. Social Services.

Adult Health Maintenance Follow-Up.

I. Age 18 -- 39 Years.

- A. Health Maintenance Exam -- yearly for women, every 3 years for men, including:
 - Weight.
 - B.P.
 - Breast Exam.
 - Testicular Exam.
 - Pelvic Exam.
- B. Pap Smear -- yearly (every 3 -- 5 years following Hysterectomy not performed for malignancy).
- C. Health Education -- every Health Maintenance visit, (See Initial Evaluation).
- D. Nutrition (See Initial Evaluation) -- yearly.
- E. P.P.D. -- yearly through 35, then every two years, recorded as mm of induration, only if no hx of significant (over 10 mm) reaction. Disregard any hx of B.C.G. administration.
- F. Immunizations -- dT every 10 years (M.M.R. pneumococcal, and influenza vaccines if not previously administered and indicated - - see initial evaluation for indications).
- G. Laboratory.
 - 1. V.D.R.L. every 5 years.
 - 2. Cholesterol every 5 years.

3. C.B.C. every 5 years in women.
-
- H. Hearing/Optomety/Ophthalmology -- every 5 years.
 - I. Baseline Mammogram at 35 -- 50 years of age.
 - J. Dental Evaluation -- yearly.
-
- II. Age 40 -- 49 Years.
 - A. Health Maintenance Exam -- yearly to include:

Weight.

B.P.

Oral Exam with Digital Palpation.

Breast Exam.

Pelvic Exam.

Rectal exam with stool for occult blood.

Prostate Exam.
 - B. Pap Smear yearly (Q' 3 -- 5 years following hysterectomy not performed for malignancy.)
 - C. Health Education -- every health maintenance visit, see initial evaluation.
 - D. Nutrition (See Initial Evaluation) -- yearly.
 - E. P.P.D. every 2 years, recorded as mm of induration, only if no history of prior significant reaction. Disregard any hx of previous B.C.G. administration.
 - F. Immunizations -- dT every 10 years (M.M.R. pneumococcal, and influenza vaccines if not previously administered and indicated -- see initial evaluation for indications).
 - G. Laboratory.

1. V.D.R.L. every 5 years.
 2. Cholesterol every 5 years.
 3. C.B.C. every 5 years (in men and women).
- H. Stool For Occult Blood x 3 -- yearly.
- I. Baseline Mammogram if not previously done.
- J. Hearing/Optomtry/Ophthalmology Q'2 -- years.
- K. Dental evaluation every year.
- III. Age 50 -- 65 Years.
- A. Health Maintenance Exam -- yearly including:
- Weight.
 - B.P.
 - Oral Exam with Digital Palpation.
 - Cardiovascular Exam.
 - Pulmonary Exam.
 - Breast Exam.
 - Pelvic Exam.
 - Rectal Exam, with stool for occult blood.
 - Prostate Exam.
 - Fundosopic Exam.
 - Otosopic Exam.
- B. Pap Smear (Q' 3 -- 5 years following hysterectomy not performed for malignancy).

- C. Health Education -- every Health Maintenance visit, see initial evaluation.
 - D. Nutrition (See Initial Evaluation) -- yearly.
 - E. P.P.D. every 2 years, recorded as mm of induration, only if no hx of significant reaction. Disregard any hx of prior B.C.G. administration.
 - F. Immunizations -- dT every 10 years (pneumococcal and influenza vaccines where indicated and if not previously administered -- see initial evaluation for indications).
 - G. Laboratory.
 - 1. V.D.R.L. every 10 years.
 - 2. S.M.A. 18 every 3 years.
 - 3. C.B.C. every 3 years.
 - H. Stool For Occult Blood x 3 -- yearly.
 - I. Hearing/Optomety/Ophthalmology w/ glaucoma screening Q' 2 years.
 - J. Mammogram -- yearly.
 - K. Flexible Sigmoidoscopy to 60 -- 65 cm -- yearly, if negative x 2 followed every 3 years.
 - L. Dental evaluation -- yearly.
- IV. Age Over 65 Years.
- A. Health Maintenance Exam including:
 - Weight.
 - B.P.
 - Oral Exam with Digital Palpation.
 - Breast Exam.

Cardiovascular Exam.

Pulmonary Exam.

Pelvic Exam.

Rectal Exam, with stool for occult blood.

Prostate exam.

Fundoscopic Exam.

Otoscopic Exam.

- B. Baseline Pap only if no hx of prior normal pap x 2, 1 year apart, within 5 years.
- C. Health Education -- every Health Maintenance visit, see initial evaluation.
- D. Nutrition (See Initial Evaluation) -- yearly.
- E. P.P.D. Q' 2 years, recorded as mm of induration, only if no prior hx of significant reaction. Disregard any hx of prior B.C.G. administration.
- F. Immunizations.
 - 1. Influenza vaccine -- yearly
 - 2. dT every 10 years.
 - 3. Pneumococcal vaccine once only, if not previously administered.
- G. Laboratory.
 - 1. V.D.R.L. every 10 years.
 - 2. S.M.A. 18 -- yearly.
 - 3. C.B.C. -- yearly.
- H. Stool For Occult Blood x 3 -- yearly.

- I. Hearing/Optomety/Ophthalmology with glaucoma screening Q' 2 years.
- J. Mammogram -- yearly.
- K. Flexible Sigmoidoscopy to 60 -- 65 cm -- yearly x 2, if negative, followed every 3 years.
- L. Dental evaluation -- yearly.

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13. Raba, J., *Routine Health Maintenance for Adults*, Physician's Assistants Lecture, 1982.
14. American College of Obstetrics & Gynecology Statement of Policy on Periodic Cancer Screening in Women, June, 1980 (Reaffirmed 1985).
15. A.C.O.G. Policy Statement on Mammography, June 1980 (Reaffirmed 1985).
16. *Cervical Cancer Screening Programs: 1932*, Minister of National Health and Welfare, Canada, 1983.
17. *Adult Immunizations: Recommendations of the Immunization Practices Advisory Committee (MMWR Supplement), (A.C.I.P.)/C.D.C.:* Atlanta, 9/23/84.
18. Heikoff, L., et. al., *Low Yield of Screening for Hypothyroidism in Healthy Elderly*, J. Amer. Geriatrics Soc., pp. 616 -- 617, Aug., 1984.
19. Medical Practices Committee, American College of Physicians, *Periodic Health Exam*, Annals Int. Med., Vol. 95, pp. 729 -- 732, 1981.
20. A.M.A. Council on Scientific Affairs, *Medical Evaluations of Healthy Persons*, J.A.M.A. Vol. 249, No. 12, p. 1626, 1983.

Appendix 1.

Basis For Recommendations.

P.A.P. -- American College OB./GYN. (in "sexually active women"). Age cutoff similar to Canadian Task Force. Hi-risk group. Gets women into clinic so that they get routine health care.

Sigmoidoscopy -- A.C.S. (however, not all agree, Canadian Task Force does not mention).

Mammogram -- A.C., A.C.P. and Amer. Coll. Radiologists recommend once by 40, Q 2 years to 50, then yearly. (B.C.D.D.P. Study noted 1/3 of breast CA. was between 35 -- 50, much higher detection rate for mammo. than exam).

Stool for OB. -- There is good consensus to get yearly in asymptomatic pts.: total (+) 2% of these, 8 -- 31% are false (+) (highest with dry slides) total false (+) rate ~ 0.5%.

Positive predictive value 30 -- 50%.

Negative predictive value more than 99%.

(A.C.S. Data)

Immunizations -- C.D.C.

Appendix 2.

Hemoglobinopathies.

Abnormal Hemoglobin is found in populations with Ancestry as follows:

Hemoglobin S	Hemoglobin C
Africans	Africans
Arabs	
Egyptians	Hemoglobin E
Turks	
Greeks	Veddas of Sri Lanka (formerly Ceylon) Asiatic Indians
Italians, chiefly Sicilians	Malaysians
Iranians	Thais
	Camodians
	Burmese
Asiatic Indians	Indonesians
	Vietnamese
	Filipinos

** a common error is the belief is that Sickle Cell Disease is limited to Africans and their descendants; however, Sickle Hemoglobin is found in high frequency among many different peoples.

Hemoglobin D (Punjab)

Punjabis of India and other Asiatic Indians

Beta Thalassemia

Pakistanis
Afganistanis
Iranians

Mediterranean Pakistan

Middle East Southeast Asia

India West Africa

Alpha Thalassemia

Southeast Asia -- alpha O type

Mediterranean

Western Africa -- alpha + type

Mediterranean

Southeast Asia

Middle East

*Instructions For Use Of The Routine Health Maintenance
Flow Sheets.*

These two sheets, titled: Problem List/Health Maintenance Flow Sheet and Health Education Flow Sheet: Nursing/Nutrition/Social Services, shall be placed in all those patient's charts who are being followed in the Adult and Family Planning Clusters. They will be positioned as the top two sheets on the left hand side of the chart. The Problem List will be placed on top of the Health Education Sheet and these will both replace the currently used Problem List.

These sheets will function as tools to be used by all members of the Health Care Team. They will serve as reminders for us to maintain a high standard of care for our patients by focusing on health promotion and preventative medicine and they will also be used for the purpose of auditing the health care teams ability to provide these services to our patients.

It will be the ultimate responsibility of the physician, nurse practitioner or other designated primary health care provider to make sure that the Problem List/Health Maintenance Flow Sheet is properly filled out and kept up to date. On the other hand, all qualified health professionals should feel free to enter data onto this sheet provided that there is a reference to their entry in the progress notes in the form of a complete S.O.A.P. (Subjective, Objective, Assessment, Plan Note). Please print neatly at all times. All problems which are current, should be entered in the Problem List on the left side with notation of the date on which the problem first started. All inactive or resolved problems including surgeries should be entered on the right side of the list with a notation of the date on which the problem was resolved. These problems should be listed according to accepted medical nomenclature. The list should not include temporary conditions such as viral illnesses, etc. In addition, sensitive diagnoses such as psychiatric or sexual dysfunction problems should be noted on the Problem List with "Psycho-social Problem" and then details should be in the progress notes. All obstetrical information, drug allergies and risk factors for illness, such as tobacco usage, alcohol usage and family history should be placed in the designated areas.

The Health Maintenance Flow Sheet should have a date (month/year) entered in the appropriate space every time a particular exam, lab test or referral is completed, not when it is ordered. The Hx./P.E. category means the Health Maintenance History and Physical was done as required by the text of the protocol. The rest of the P.E. categories are self explanatory. When a date is entered for the Health Education slot it means that the physician has reviewed the Health Education Flow Sheet, discussed one or more topics and when staff becomes available, makes referral to a health educator. Each time either Breast or Testicular Self Examination is taught, the date should be entered. Similarly, a date in the Nutrition Counseling slot means that the M.D. has determined the patient's Ideal Body Weight, prescribed a diet, taken a brief 24-hour recall dietary history and made a referral

to the nutritionist. This should all be noted in a progress note of the same date. The dates for lab tests should be entered only when the results have been returned to the chart. The date for dental exam should be entered after the patient has been seen and can in fact be entered by the examining dentist. After either an Optometry or Ophthalmology exam is done, the date should be entered in the correct space. Again, these providers can enter the date themselves. When the results of flexible sigmoidoscopic and mammogram are returned to the chart these dates should be entered. Immunizations should be entered and initialed by the provider who administers them. The P.P.D. should be entered only after the examination is interpreted. In all cases where an exam needs to be repeated before the minimum time period, (i.e. Pap smears that need repeating after infection therapy, et cetera) a small N.R. should be entered next to the date to remind the provider. Finally, there are several blank spaces at the top of the flow sheet to be used as needed by the provider.

The Health Education Flow Sheet/Nursing/Nutrition/Social Services Sheet is to be used by all members of the Health Care Team but the Nursing staff will assume primary responsibility for the sections entitled Breast and Testicular Self Exams, Cancer Danger Signals, Cancer Risk Factors and Health Habits. The Nutritionist will assume responsibility for the section on Nutrition and the Social Worker will use the space designated Social Services. These flow sheets are to be dated when those particular topics are covered or those services are provided. Any qualified member of the Health Care Team should feel free to provide any of the services/information on this flow sheet and then enter both a date on the sheet and a notation in the progress notes.

All qualified members of the Health Care Team should review all of these charts from time to time and if certain areas of service are not being provided it is completely appropriate and desirable for members to remind each other of these deficiencies and correct them as soon as possible.

CHICAGO DEPARTMENT OF HEALTH

<u>CURRENT PROBLEM LIST</u>	<u>DATE</u>	<u>INACTIVE PROBLEM LIST/SURGERIES</u>	<u>DATE</u>
1. _____		1. _____	
2. _____		2. _____	
3. _____		3. _____	
4. _____		4. _____	
5. _____		5. _____	
6. _____		6. _____	
7. _____		7. _____	
8. _____		8. Age of 1st Pregnancy: _____	
		G: _____ P: _____ AB: _____	
		Age of Menopause: _____	

DRUG ALLERGIES: _____

RISK FACTORS (ALCOHOL, SMOKING, FAMILY HX.): _____

HEALTH MAINTENANCE FLOW SHEET:

DATES (MONTH/YEAR)

Hx./PE: F(Yrly) M(Q'3 yrs. to 40; then yrly)							
Digital Oral Exam (Yearly >40)							
Breast/Testicle Exam (Yearly)							
Pelvic/Prostate Exam (Yearly)							
Rectal (Yearly if >40)							
Pap Smear (Yearly until 65)							
Health Education (Q'2 yrs.)(See Sheet)							
Breast/Testicular Self Exam (Q'2 yrs.)							
Nutrition Counseling (Yearly)							
CBC F(Q'5yrs. 20-50; Q'3yrs. 50-65; Yrly. >65)							
M(Q'5yrs. 40-50; Q'3yrs. 50-65; Yrly. >65)							
Cholesterol (Q'5 yrs. until age 50)							
SMA-18 (Q'3 yrs. 50-65; then yearly)							
VDRL (Q'5 yrs. to 50; then Q'10 yrs.)							
Dental Exam (Yearly)							
Ophthalmology Exam/Tonometry (Q'5 yrs to 40; Q'2 yrs. 40-65; yearly >65 yrs.)							
Hearing Screening (Same as Ophthalmology)							
Flex Sigmoid Exam (Yearly x 2 at 50; if negative, then Q'3 yrs.)							
Mammogram (Baseline 35-49; then yrly. >50)							
Fecal Occult Bld. x 3 (Yearly >40)							
IMMUNIZATION RECORD:							
PPD (Yearly until 35; then Q'2 yrs.)	/	/	/	/	/	/	/
Influenza Vaccine (Yearly >65 or PRN)	/	/	/	/	/	/	/
DT Booster (Q'10 yrs.)	/	/	/	/	/	/	/
Pneumococcal Vaccine (Once >65 or PRN)	/	/	/	/	/	/	/
MMR Vaccine (Once PRN)	/	/	/	/	/	/	/

4/25/90

REPORTS OF COMMITTEES

14697

CHICAGO DEPARTMENT OF HEALTH
ADULT MEDICINE QUALITY ASSURANCE CHECK LIST

PATIENT'S NAME: _____

BIRTH DATE: _____ CHART NUMBER: _____

REVIEWER: _____ DATE: _____

PHYSICIAN: _____ CLINIC: _____

DOES THE CHART CONTAIN THE FOLLOWING?	YES	NO	N/A
Problem List			
Hx./PE: F (Yearly) M (Q'3 yrs. to 40; then yrly.)			
Digital Oral Exam (Yearly >40)			
Breast/Testicle Exam (Yearly)			
Pelvic/Prostate Exam (Yearly)			
Rectal (Yearly if >40 yrs.)			
Pap Smear (Yearly until age 65)			
Health Education w/Self Exam (Q'2 yrs.)			
Nutrition Counseling (Yearly)			
PPD (Yearly until age 35; then Q'2 yrs.)			
CBC F: (Q'5 yrs. 20-50; Q'3 yrs. 50-65; then yrly.) M: (Q'5 yrs. 40-50; Q'3 yrs. 50-65; then yrly.)			
Cholesterol (Q'5 yrs. until 50)			
SMA-18 (Q'3 yrs. 50-65; yearly >65)			
VDRL (Q'5 yrs. to 50; then Q'10 yrs.)			
Fecal Occult Bld. x 3 (Yearly >40 yrs.)			
Dental Exam (Yearly)			
Ophthalmology Exam/Tonometry (Q'5 yrs. to 40; Q'2 yrs. 40-65; yearly >65 years.)			
Hearing Screening (Same as ophthalmology)			
Flex Sigmoid Exam (Yearly x 2 at 50; if neg. then Q'3 yrs.)			
Mammogram (Base 35-49; then yearly >50)			
Influenza Vaccine (Yearly >65 or PRN)			
dT Booster (Q'10 yrs.)			
Pneumococcal Vaccine (Once >65 or PRN)			
MMR Vaccine (Once PRN)			

CHICAGO DEPARTMENT OF HEALTH

HEALTH EDUCATION FLOW SHEET: NURSING/NUTRITIONIST/SOCIAL SERVICES

	DATES (MONTH/YEAR)					
BREAST SELF EXAMINATION						
TESTICULAR SELF EXAMINATION (M: 15-35)						
CANCER DANGER SIGNALS						
1. C hange in bowel or bladder habits						
2. A sore that does not heal						
3. U nusual bleeding or discharge						
4. T hickening or lump in the breast or elsewhere						
5. I ndigestion or difficulty swallowing						
6. O bvious change in wart or mole						
7. N agging cough or hoarseness						
CANCER RISK FACTORS						
1. Family or Personal Hx. of Breast Ca.						
2. Tobacco Use (smoking, chewing, other)						
HEALTH HABITS						
1. Exercise						
2. Alcohol						
3. Safety/Accident Prevention (Seatbelts, alcohol and driving, etc)						
4. Drugs (Over the Counter, Street, and prescription)						
5. Family Planning (Contraception, sexuality, genetic counseling; ie. Hemoglobinopathies)						
6. Occupational Exposures						
NUTRITION						
1. Ideal Body Weight						
2. Sodium Intake						
3. Cholesterol/Saturated Fats						
4. Dietary Fiber Content						
5. Complex Carbohydrates						
6. Minerals/Vitamins (esp. Iron and Calcium in Women)						
Nutritionist Counseling						
Group Session						
Individual Session						
SOCIAL SERVICES						
Psychosocial Assessment						

EXECUTION OF LOAN AGREEMENT FOR REHABILITATION
OF PROPERTY LOCATED AT 4400 -- 4402 SOUTH
INDIANA AVENUE UNDER MULTI-UNIT
REHABILITATION ASSISTANCE
PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan agreement between the City of Chicago and Louis and Wanda Martin for the rehabilitation of property located at 4400 -- 4402 South Indiana Avenue, in the amount of \$235,540, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed \$12,133,700.00 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XV, wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and the MULTI- Program is administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of a rehabilitation loan in an amount not to exceed \$235,540.00 ("Loan") under the MULTI-Program utilizing Community Development Block Grant funds for the rehabilitation of twelve (12) dwelling units pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; now, therefore,

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

SECTION 1. The City Council of the City hereby approves the application for the loan to Louis and Wanda Martin for the rehabilitation of a 12-unit dwelling structure located at 4400 -- 4402 South Indiana Avenue.

SECTION 2. The Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate, enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Mortgage and Security Agreement and a Promissory Note containing the basic terms and conditions stated in Exhibit A attached hereto.

SECTION 3. The Commissioner is further authorized to execute, subject to review as to form and legality by the Corporation Counsel, such other instruments and documents as may be required to implement the terms and conditions of the Mortgage and Security Agreement and the program objectives of the MULTI-Program, and upon the execution and receipt of proper documentation to disburse loan funds in an amount not to exceed \$235,540.00.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

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

Exhibit "A".

Property: 4400 -- 4402 South Indiana Avenue

Borrower: Louis and Wanda Martin

MULTI-Program
C.D.B.G. Year XV: \$235,540.00

Senior Financing: \$220,000.00

Equity: \$ 40,000.00

Terms And Conditions:

- a. The term of the City Loan shall run concurrent with the term of the Senior Loan but not to exceed twenty-five years, payable in monthly installments of principal and interest.
- b. The interest rate will be three percent.
- c. The City will receive a Junior Mortgage subordinate only to the Senior Mortgage of Harris Trust and Savings Bank in the amount of \$220,000.00.
- d. The principal of the City Loan, together with accrued interest thereon, shall be due and payable as of the date of maturity, sale or refinancing of the project, or the prepayment of the Senior Loan without matching prepayment of the City Loan, whichever shall first occur.
- e. The City shall receive proof of additional financing under the following terms:
 1. A firm commitment from Harris Trust and Savings Bank for private financing in an amount not less than \$220,000.00.
 2. Equity investment by Louis and Wanda Martin in an amount not less than \$40,000.00.

EXECUTION OF LOAN AGREEMENT WITH LOCAL INITIATIVES
SUPPORT CORPORATION IN CONJUNCTION WITH
"HOMEOWNERSHIP DEMONSTRATION PROGRAM"
FOR ACQUISITION AND RENOVATION
OF LOW AND MODERATE
INCOME HOUSING.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a loan agreement between the City of Chicago and the Local Initiatives Support Corporation for the Chicago Homeownership Demonstration Program, in the amount of \$1,200,000, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, There is a shortage of single-family homes available in the City that are affordable to families with low to moderate income; and

WHEREAS, The City has determined that the renovation of deteriorated homes and providing homeownership opportunities to low to moderate income families is vital to the prosperity, economic stability and general welfare of the City; and

WHEREAS, Housing renovation loans obtained through conventional financing often are not affordable to low and moderate income families; and

WHEREAS, The Community Development Block Grant ("C.D.B.G.") Year XVI Ordinance authorized \$750,000.00 for the "Homeownership Demonstration Program" to be operated by the City's Department of Housing and the Local Initiatives Support Corporation ("L.I.S.C.") for the purpose of providing gap second mortgages for the purchase of single-family homes; and

WHEREAS, L.I.S.C. requested a C.D.B.G. float loan in the principal amount of \$1,200,000 (the "Loan") to provide low-interest loans to community development corporations for the acquisition and renovation of single-family homes, which will be subsequently sold to low and moderate income families; now, therefore,

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

SECTION 1. The Mayor, or his designated representative, is hereby authorized to negotiate, enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan Agreement (the "Agreement") pursuant to which the City will make the Loan to L.I.S.C. in accordance with the basic terms and conditions stated in Exhibit A attached hereto.

SECTION 2. The Mayor, or his designated representative, is further authorized to execute, subject to review as to form and legality by the Corporation Counsel, such other instruments and documents as may be required to implement the terms and conditions of the Agreement.

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

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

Exhibit "A".

Borrower: Local Initiatives Support Corporation (L.I.S.C.)

Loan Amount: \$1,200,000

Interest Rate: 3%

Term: 24 months

Conditions:

1. Funds will be disbursed 100% at time of closing.
2. The loan will be secured by an irrevocable letter of credit for the amount of \$1,200,000 from the Chemical Bank of New York.
3. The loan proceeds, to be used in conjunction with the C.D.B.G. Homeownership Demonstration Program authorization, will be loaned to community development corporations for the acquisition and renovation of single- family homes.
4. Interest which L.I.S.C. charges to community development corporations earned from the loan amount will be used by L.I.S.C. to cover administrative and financing costs.

REVISION OF AGREEMENT WITH CHICAGO TRANSIT AUTHORITY
TO ALLOW CITY TO RECEIVE ADDITIONAL FUNDING FOR
CONSTRUCTION OF ELEVATORS FOR ELDERLY
AND HANDICAPPED AT ADAMS/JACKSON
SUBWAY STATION.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to an agreement with the Chicago Transit Authority to provide additional funding from the Chicago Transit Authority for the construction of an elevator for the elderly and handicapped at the Adams/Jackson Subway Station, in the amount of \$250,000, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Under ordinances passed by the City Council on July 15, 1982 (Council Journal page 11299), February 25, 1988 (Council Journal page 10651) and November 30, 1988 (Council Journal page 19536), the Mayor was authorized to execute an agreement with the Chicago Transit Authority ("C.T.A.") wherein the C.T.A. would provide funds to the City of Chicago (the "City") in an amount not to exceed \$4,332,000 for design, engineering and construction of elevators at the Adams/Jackson Station as part of the Dearborn Street Subway Renovation Project (the "Agreement"); and

WHEREAS, It is now necessary to revise the Agreement to allow the City to receive from the C.T.A. additional funding in an amount not to exceed \$250,000 to complete elderly and handicapped access for the renovation of the Adams/Jackson Station which will bring the total amount received by the City from the C.T.A. under the Agreement to a maximum of \$4,332,000; now, therefore,

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

SECTION 1. That the Commissioner of Public Works is authorized, subject to the review of the Corporation Counsel as to form and legality, to execute a revision to the Agreement in an amount not to exceed \$250,000 for a total budget not to exceed \$4,332,000 thereunder.

SECTION 2. That the Commissioner of Public Works is also authorized, subject to the review of the Corporation Counsel as to form and legality, to execute subsequent revisions to the Agreement which do not result in an increase in the total budget thereunder.

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

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

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the application for a grant from the Illinois Department of Transportation under the Operation Greenlight Program for the design and engineering of an elevated transit station to be located at South State Street and East Van Buren Street, in the amount of \$800,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Illinois Senate Bill 435, Section 28, has authorized the Illinois Department of Transportation to award grants under its Operation Greenlight Program; and

WHEREAS, Under the Operation Greenlight Program, the Illinois State Legislature has appropriated the sum of \$37,500,000, to be allocated over a five- year period, by the Illinois Department of Transportation to the City of Chicago (the "City") to carry out transit related capital improvements; and

WHEREAS, The construction of the Harold Washington Library Center in the South Loop will generate a need for a transit station to be built at State and Van Buren Streets, on the existing Loop Elevated structure to provide transit access to the Library for its patrons; and

WHEREAS, This transit station is an eligible project under the Operation Greenlight Program and will alleviate traffic congestion on nearby streets; and

WHEREAS, The construction cost of this new transit station will be \$8,000,000 which will be funded under the Chicago Transit Authority Capital Program; and

WHEREAS, It is now necessary to apply for funds in an amount up to \$800,000 to design and engineer the State/Van Buren Elevated Transit Station (the "Project"); and

WHEREAS, The Chicago Department of Public Works will seek funds totalling \$800,000 (100%) from the Illinois Department of Transportation, with no local match required by the City; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file a grant application with the Illinois Department of Transportation for funds in an amount up to \$800,000, with no local match required by the City for the State/Van Buren Elevated Transit Station.

SECTION 2. The Mayor is authorized to act in connection with such application to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations as may be required by the Illinois Department of Transportation.

SECTION 3. The Commissioner of the Department of Public Works is authorized to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments that do not increase the total budget for the Project, as may be required in connection with the application and award agreements for the grant funds.

SECTION 4. That the Commissioner of Public Works is authorized to carry out the Project in accordance with State and local requirements.

SECTION 5. That the Mayor is hereby authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, the grant contracts pertaining to the State/Van Buren Elevated Transit Station in an amount totalling \$800,000 between the City and the Illinois Department of Transportation.

SECTION 6. That the City Council hereby appropriates the amount of \$800,000 or such amount as may actually be received from the Illinois Department of Transportation for the design and engineering of the State/Van Buren Elevated Transit Station.

SECTION 7. That the City Comptroller is directed to disburse the grant funds as required to carry out the design and engineering of the State/Van Buren Elevated Transit Station.

SECTION 8. That the Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, contracts/agreements and amendments thereto pertaining to the State/Van Buren Elevated Transit Station, all in accordance with applicable City and State statutes and regulations.

SECTION 9. That this ordinance shall be in force and effect from and after its passage.

SUBMISSION OF APPLICATIONS WITH FEDERAL AND STATE/
REGIONAL AGENCIES TO PROVIDE ADDITIONAL
FUNDING FOR CONSTRUCTION OF
HOWARD/DAN RYAN RAPID
TRANSIT PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing an application to the U. S. Department of Transportation and the Illinois Department of Transportation for additional funding for the Howard/Dan Ryan rapid transit project, in the amount of \$13,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinances passed by the City Council of the City of Chicago (the "City") as follows:

- (i) December 19, 1980 (Council Journal of Proceedings page 5071);
- (ii) March 6, 1981 (Council Journal of Proceedings page 5527);
- (iii) November 12, 1982 (Council Journal of Proceedings page 13322);

- (iv) August 7, 1985 (Council Journal of Proceedings page 18855);
- (v) April 13, 1988 (Council Journal of Proceedings page 11878); and
- (vi) December 20, 1989 (Council Journal of Proceedings page 10037),

the City Council authorized the submission of grant applications and the execution of grant contracts between the City and the U. S. Department of Transportation; and between the City and the Illinois Department of Transportation for the design, engineering and construction of the Howard/Dan Ryan Project (the "Project"), in an amount up to \$157,000,000 of which \$133,450,000 is the Federal share; \$23,542,500 is the State share; and \$7,500 is the City share; and

WHEREAS, As a result of more refined cost estimates, it is necessary to apply for additional funds which will increase the total grant amount of the Project from \$157,000,000 to \$170,000,000; and

WHEREAS, These funds will be allocated as follows:

	Original Budget	Additional Funds	New Budget
Federal Share:	\$133,450,000	\$11,050,000	\$144,500,000
State/R.T.A. Share:	23,542,500	1,950,000	25,492,500
City Share:	<u>7,500</u>	<u>---</u>	<u>7,500</u>
TOTAL:	\$157,000,000	\$13,000,000	\$170,000,000

; and

WHEREAS, It is required by the U. S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the City gives assurances that it will comply with the aforesaid Title VI, and the U. S. Department of Transportation regulations established pursuant thereto; and

WHEREAS, It is the goal of the City that minority business enterprises be utilized to the fullest extent possible in connection with the Project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts for construction, supplies, equipment, or consultant and other services; now, therefore,

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

SECTION 1. The Mayor is authorized to file applications and amendments thereto, with the U. S. Department of Transportation, Urban Mass Transportation Administration, the Illinois Department of Transportation and/or the Regional Transportation Authority for additional funds in an amount up to \$13,000,000 for a total Project budget of up to \$170,000,000.

SECTION 2. The Mayor is further authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, contracts and amendments thereto pertaining to the Project.

SECTION 3. The Mayor is further authorized to file additional assurances and/or documents as may be required by the U. S. Department of Transportation to effectuate the purposes of Title VI of the Civil Rights Act of 1964, as amended.

SECTION 4. The Mayor is further authorized to set forth and execute affirmative minority business procurement goals for the Project.

SECTION 5. The Commissioner of Public Works is authorized to furnish such additional assurances or other documents as the U. S. Department of Transportation, the Illinois Department of Transportation and/or the Regional Transportation Authority may require in connection with the applications.

SECTION 6. The Commissioner of Public Works is authorized to carry out the Project in accordance with federal, state and local requirements.

SECTION 7. There is hereby appropriated the sum of \$170,000,000 or such amounts as may be actually received from the U. S. Department of Transportation, the Illinois Department of Transportation and/or the Regional Transportation Authority for the Project.

SECTION 8. The City Comptroller is hereby authorized to disburse such appropriated funds as are required to complete the Project.

SECTION 9. This ordinance shall be effective by and from the date of its passage.

AUTHORIZATION TO FURNISH WATER SERVICE TO
STEIN & COMPANY MIDWAY, INCORPORATED
LOCATED IN CENTRAL STICKNEY
SANITARY DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a Water Supply Contract with Stein & Company Midway, Incorporated, which is located at 4800 Central Avenue in the Central Stickney Sanitary District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") pursuant to §185-56.1 of the Municipal Code of Chicago is authorized to supply water at the City limits to private persons or corporations for all premises located in any area outside the corporate limits of the City with the approval of the City Council; and

WHEREAS, Stein & Company Midway, Incorporated at 4800 Central Avenue in the Central Stickney Sanitary District, has made application for a water permit to secure a supply of water; and

WHEREAS, The Central Stickney Sanitary District does not provide or furnish water to the above described property and does not object to the City providing water service to said premises; now, therefore,

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

SECTION 1. The Commissioner of Water is authorized to furnish water service to Stein & Company Midway, Incorporated, located at 4800 South Central Avenue in the Central Stickney Sanitary District for a period not longer than ten years, through an existing connection to the City's water main at West 51st Street and South Central Avenue. Said water service shall be terminated, in any case, if the Central Stickney Sanitary District installs a water main in the vicinity and is willing to provide water service to the above described premises.

SECTION 2. The water supply furnished by the City shall be metered and Stein & Company Midway, Incorporated shall be charged therefor at the rate charged to similar consumers within the City.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS
TO CERTAIN RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (April 6, 1990) two proposed ordinances to authorize the issuance of free permits for the following religious institutions:

Alderman Tillman	Church of God in Christ
Alderman Henry	Ogden Avenue Church of Christ

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

Nays -- None.

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

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

Church Of God In Christ.

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 Church of God in Christ for construction of a new facility on the premises known as 5653 -- 5659 South Union 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.

Ogden Avenue Church Of Christ.

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

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.

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

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (October 25, November 15, December 13, 1989, February 7, 28, March 21 and April 6, 1990) sundry proposed ordinances and order transmitted therewith to authorize the issuance of license fee exemptions and refund of fee for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and 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 ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

LICENSE FEE EXEMPTIONS.

Day Care Centers.

The Beverly Montessori School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

The Beverly Montessori School
9916 South Walden Parkway.

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

Chicago Child Care Society.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care

center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Chicago Child Care Society
5467 South University Avenue.

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

Good Shepherd Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Good Shepherd Day Care Center
5700 South Prairie Avenue.

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

Guardian Angel Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Guardian Angel Day Care Center, Class I
4600 South McDowell Avenue.

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

*Harris Young Women's Christian Association,
Child Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1990:

Harris Y.W.C.A.
Child Development Center
6200 South Drexel Avenue.

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

Hyde Park Union Church Nursery School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Hyde Park Union Church Nursery School
5600 South Woodlawn Avenue.

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

Lambs Of The Fold Preschool And Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Lambs of the Fold Preschool and Day Care Center
5110 West Diversey Avenue.

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

Mary Crane Nursery School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Mary Crane Nursery School
2905 North Leavitt Street.

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

*Rebecca K. Crown/Head Start Center.
(Formerly South Shore Community Day Care Center)
(7601 South Phillips Avenue)*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

South Shore Community Church Day Care Center
7601 South Phillips Avenue.

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

South Shore Bible Baptist Day Care Center.

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

SECTION 1. Pursuant to Section 158-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for current license period, which expires April 30, 1991:

South Shore Bible Baptist Day Care Center
7159 South Cornell Avenue.

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

*South Shore Community Church Day Care Center.
(7401 South Yates Avenue)*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

South Shore Community Church Day Care Center
7401 South Yates Avenue.

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

South Shore United Methodist Child Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

South Shore United Methodist Child Care Center
7350 South Jeffery Boulevard.

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

Unity Lutheran Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Unity Lutheran Day Care Center
5409 North Magnolia Avenue.

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

Uptown Family Care Title XX Program.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Uptown Family Care Title XX Program
4520 North Beacon Street.

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

Winthrop Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Winthrop Day Care Center
4848 North Winthrop Avenue.

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

Food Dispenser.

Grant Hospital Of Chicago.

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, the Grant Hospital of Chicago, 550 West Webster 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.

Homes.

McKinley Moore House.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the McKinley Moore House, 9135 South Brandon Avenue, is hereby exempted from payment of the annual license fee provided therefor, for the year 1990.

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

Saint Mary Of Providence School.
(For Year 1989)

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Mary of Providence School, (intermediate care for the development of the handicapped) 4200 North Austin Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1989.

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

Saint Mary Of Providence School.
(For Year 1990)

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Mary of Providence School, (intermediate care for the development of the handicapped) 4200 North Austin Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

Warren N. Barr Pavilion.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Warren N. Barr Pavilion, 66 West Oak Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

Hospitals.

Grant Hospital Of Chicago.

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

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

Grant Hospital of Chicago
551 West Grant Place.

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

Saint Elizabeth Hospital.

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

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

Saint Elizabeth Hospital
1431 North Claremont Avenue.

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

Laboratory.

Howard Brown Memorial Clinic.

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

SECTION 1. Pursuant to Section 144-4 of the Municipal Code of Chicago and in accordance with favorable inspection by the Board of Health, the Howard Brown Memorial Clinic (Laboratory Class I), 945 West George Street, is hereby exempted from the payment of the annual license fee for the year expiring April 30, 1990 (July 1, 1989 -- April 30, 1990).

REFUND OF FEE.

Southern Human Services.

Ordered, That the City Comptroller is hereby authorized and directed to give consideration to the reimbursement of \$5,066.25 charged to Southern Human Services, 1447 West Montrose Avenue for a building permit.

INSTALLATION OF ALLEY LIGHT AT
2600 WEST CERMAK ROAD.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order introduced by Alderman Soliz, authorizing the installation of an alley light at 2600 West Cermak Road, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises at 2600 West Cermak Road.

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE
EMPLOYED BY NOT-FOR-PROFIT INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) proposed ordinances authorizing the reduction in license fees for the employment of special police by the following institutions:

Alderman Steele	True Light Church;
Alderman Langford	Saint Bernard Hospital; and
Alderman Austin	Roseland Community Hospital,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the three (3) proposed ordinances transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

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):

Roseland Community Hospital.

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 fifteen special police officers and shall pay a fee of \$10.00 per license for the year 1990:

Roseland Community Hospital
45 West 111th Street.

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

Saint Bernard Hospital.

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 twenty special police officers and shall pay a fee of \$10.00 per license for the year 1990:

Saint Bernard Hospital
West 64th Street and South Dan Ryan Expressway.

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

True Light Church.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of the City of Chicago, the following charitable institution employs one special police officer and shall pay a fee of \$10.00 per license for the year 1990:

True Light Church
7300 South Maryland Avenue.

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

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO
CANCEL WARRANTS FOR COLLECTION ISSUED
AGAINST CERTAIN CHARITABLE AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred on April 6, 1990, two (2) proposed orders for cancellation of specified warrants for collection issued against certain charitable 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

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 and religious institutions, as follows:

Name And Address	Warrant No. And Type Of Inspection	Amount
Emmanuel Baptist Church 8333 South Damen Avenue	P1-904612 (Fuel Burn. Equip.)	\$88.00
Misericordia Home 6300 North Ridge Boulevard	P1-904898 (Fuel Burn. Equip.)	380.00

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 25, 1990.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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 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 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 14633
through 14738 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

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 4/25/90
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADENA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/14/89	345.00
ANDERSON	POLICE OFFICER	TENTH DISTRICT	10/15/89	55.00
ARMSTEAD	POLICE OFFICER	THIRD DISTRICT	12/09/89	359.00
ARNOLD	POLICE OFFICER	THIRD DISTRICT	10/31/89	75.00
AYERS	POLICE OFFICER	THIRD DISTRICT	3/27/87	307.50
BALICE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/13/88	30.00
BARRERA	POLICE OFFICER	FOURTEENTH DISTRICT	12/02/89	341.00
BAUGHNS	POLICE OFFICER	FOURTEENTH DISTRICT	12/31/89	369.79
BAUTISTA	POLICE OFFICER	TENTH DISTRICT	7/08/87	79.00
BENDIXON	POLICE OFFICER	SIXTEENTH DISTRICT	12/29/89	414.50
BERTI	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/30/89	314.70
BOOKER	POLICE OFFICER	SEVENTH DISTRICT	12/10/89	426.70
BORKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/27/88	2016.96
BORSKY	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/09/89	192.00
BOYLAN	POLICE OFFICER	FIFTH DISTRICT	7/14/70	140.59
BROWN	POLICE OFFICER	FIFTH DISTRICT	12/21/89	714.88
BYRD	POLICE OFFICER	FOURTH DISTRICT	12/27/89	367.00
BYRNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/27/87	35.00
CASCARANO	POLICE OFFICER	NINTH DISTRICT	6/24/89	1025.00
CEJA	POLICE OFFICER	SECOND DISTRICT	7/29/89	255.00
CLAYTON	POLICE OFFICER	SIXTH DISTRICT	12/30/89	841.00
COLEMAN	POLICE OFFICER	SEVENTH DISTRICT	6/02/89	140.00
COMITO	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	10/16/89	105.00
CRUZ	POLICE OFFICER	FOURTEENTH DISTRICT	7/14/89	2041.50
CRUZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/12/89	1171.00
CZAPIEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/15/89	47.00
IART	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/20/89	403.25
DECARLO	POLICE OFFICER	TWELFTH DISTRICT	9/06/89	95.00
DIORIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/15/88	25.00
DOMAGALA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	384.00
DUNNE	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/82	72.60
FALLON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/18/89	510.90
FINNIGAN	POLICE OFFICER	SEVENTH DISTRICT	12/13/89	329.50
FITZGERALD	POLICE OFFICER	TENTH DISTRICT	12/15/89	435.50
FLAHERTY	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/30/89	262.00
FLUDER	POLICE OFFICER	SEVENTEENTH DISTRICT	11/22/89	40.00
FORD	POLICE OFFICER	SIXTH DISTRICT	12/16/89	679.18
FORTUNA	POLICE OFFICER	SIXTH DISTRICT	4/11/88	35.00
FOSTER	POLICE OFFICER	ELEVENTH DISTRICT	9/01/88	50.00
FRIEDRICH	POLICE OFFICER	THIRTEENTH DISTRICT	12/15/89	214.00
FUIITH	POLICE OFFICER	FOURTEENTH DISTRICT	12/29/89	141.50
GABE	POLICE OFFICER	TENTH DISTRICT	12/30/89	194.00
GARZA	POLICE OFFICER	THIRTEENTH DISTRICT	8/02/87	15.00
GATES	POLICE OFFICER	FIFTEENTH DISTRICT	11/25/89	841.50
GEORGE	POLICE OFFICER	FIFTEENTH DISTRICT	12/06/89	416.00
GLEASON	POLICE OFFICER	TWENTIETH DISTRICT	12/02/89	875.00
GONZALES	POLICE OFFICER	NINTH DISTRICT	12/05/89	385.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/25/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
GUBMAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/27/89	39.00
GRANDY	POLICE OFFICER	MARINE UNIT	11/02/89	75.00
GRECO JR	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/89	440.00
GREGOR	POLICE OFFICER	ENFORCEMENT SECTION	8/15/89	325.00
GREVE	POLICE OFFICER	RECRUIT TRAINING	3/07/89	2472.00
GRIFFIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/31/89	70.00
GRIFFIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/22/89	55.00
GRZYB	POLICE OFFICER	SEVENTH DISTRICT	12/30/87	35.00
GUERRA	POLICE OFFICER	FIFTH DISTRICT	12/28/89	479.00
GUOZDENOVICH	POLICE OFFICER	TENTH DISTRICT	12/11/89	150.00
HALL	POLICE OFFICER	EIGHTEENTH DISTRICT	11/13/89	17.25
HARMON	POLICE OFFICER	SIXTH DISTRICT	9/22/89	55.00
HARVEY	POLICE OFFICER	RECRUIT TRAINING	1/06/89	50.00
HAYVEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/14/89	282.20
HAYLICEK	POLICE OFFICER	FIRST DISTRICT	12/08/89	1810.00
HAYES	POLICE OFFICER	SEVENTEENTH DISTRICT	7/30/89	170.00
HAYES	POLICE OFFICER	FOURTH DISTRICT	9/17/89	300.00
HAYSLIP	POLICE OFFICER	TRAFFIC COURT SECTION	10/27/89	71.75
HENRY	POLICE OFFICER	SEVENTH DISTRICT	2/26/89	45.00
HILL	POLICE OFFICER	THIRD DISTRICT	1/13/89	123.00
HOLMAN	POLICE OFFICER	FOURTEENTH DISTRICT	11/29/89	15.00
HORSTEIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/03/89	176.00
HOSBY	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	1/12/90	612.00
JAGLOWSKI	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/22/88	30.00
JAMISON	POLICE OFFICER	FOURTH DISTRICT	11/05/87	25.00
JOHNSON	POLICE OFFICER	SEVENTH DISTRICT	12/17/89	346.00
JONES	POLICE OFFICER	TENTH DISTRICT	6/18/89	655.00
KAPUGI	POLICE OFFICER	TENTH DISTRICT	1/16/89	241.00
KAPUGI	POLICE OFFICER	TENTH DISTRICT	4/30/89	3892.25
KELLY	POLICE OFFICER	SECOND DISTRICT	11/02/89	213.00
KEMP JR	POLICE OFFICER	EIGHTEENTH DISTRICT	8/04/88	1936.00
KILMARTIN	POLICE OFFICER	YOUTH DIVISION AREA TWO	6/29/89	349.00
KINNALLY	POLICE OFFICER	FIFTEENTH DISTRICT	11/19/89	174.00
KISS	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89	587.00
KOWALSKI	POLICE OFFICER	SECOND DISTRICT	7/03/88	250.00
KRISHACK	POLICE OFFICER	FIRST DISTRICT	8/10/84	30.00
LACY	CAPTAIN	FOURTEENTH DISTRICT	5/24/83	75.00
LANNING	POLICE OFFICER	EIGHTEENTH DISTRICT	5/23/89	36.00
LIVESTON R	POLICE OFFICER	TENTH DISTRICT	11/13/89	50.00
LIVERGOOD	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/07/89	401.70
MACHINA	POLICE OFFICER	AUTO THEFT SECTION	10/24/87	2411.15
MACHILLAN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/87	336.00
MAIELLARO	POLICE OFFICER	TWENTIETH DISTRICT	10/30/89	51.00
MANGAN	POLICE OFFICER	TWELFTH DISTRICT	6/25/89	384.00
MATHESON	POLICE OFFICER	TWENTIETH DISTRICT	11/22/89	55.50
MATLOCK	POLICE OFFICER	SEVENTH DISTRICT	7/25/88	130.00
MAXIMINI	POLICE OFFICER	FOURTEENTH DISTRICT	1/20/87	132.50
MCCARTHY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/04/89	55.00
MCCARTHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/12/89	943.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/25/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
SOTO	POLICE OFFICER	NINETEENTH DISTRICT	7/11/89	20.00
SOLAR	POLICE OFFICER	CANINE UNIT	12/02/89	271.99
SFRAGGINS	POLICE OFFICER	SECOND DISTRICT	1/14/83	50.00
STONE	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	1067.10
STROMEK	POLICE OFFICER	TENTH DISTRICT	10/06/83	8920.28
STRZALKA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/06/89	462.00
SWANIGAN	POLICE OFFICER	SEVENTEENTH DISTRICT	10/17/88	60.00
SZYMONIK	POLICE OFFICER	THIRD DISTRICT	3/26/80	78.30
TAVEGGIA	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/09/89	1634.00
TAYLOR	POLICE OFFICER	SIXTH DISTRICT	11/12/89	1332.00
TOLMEO	POLICE OFFICER	FOURTEENTH DISTRICT	7/26/89	175.00
TOMASZEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	1579.50
TRIPP	POLICE OFFICER	UNKNOWN	3/30/88	127.50
TURANO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/89	121.00
TYLER	POLICE OFFICER	RECRUIT TRAINING	3/03/89	1014.50
VILLARREAL	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/10/89	271.00
VIGOR	POLICE OFFICER	SIXTH DISTRICT	11/13/89	217.00
VLAHOVICH	POLICE OFFICER	FOURTH DISTRICT	12/09/89	227.00
WARE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	10/21/88	53.00
WARNER	POLICE OFFICER	THIRTEENTH DISTRICT	12/04/89	415.00
WASHINGTON-BULLOCK	POLICE OFFICER	SEVENTH DISTRICT	12/11/89	35.00
WEAVER	POLICE OFFICER	FIRST DISTRICT	10/30/89	58.00
WERNER	POLICE OFFICER	EIGHTEENTH DISTRICT	5/24/89	50.00
WELIHAN	POLICE OFFICER	NINETEENTH DISTRICT	1/01/90	70.00
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	11/29/87	30.00
WING	POLICE OFFICER	EIGHTEENTH DISTRICT	6/24/84	30.00
WISCH	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	4200.90
WORTH	POLICE OFFICER	TWELFTH DISTRICT	7/11/87	35.00
YANCEY	POLICE OFFICER	SIXTH DISTRICT	5/23/89	100.00
YROBARCIC	POLICE OFFICER	SIXTH DISTRICT	7/07/88	35.00
ZAGOZION	POLICE OFFICER	EIGHTEENTH DISTRICT	9/26/88	70.00
ZARANTI	POLICE OFFICER	FIFTEENTH DISTRICT	10/20/89	4889.42
BELLAIR	CAPTAIN	ENGINE COMPANY 47	2/08/85	60.00
BURKE JR	FIREFIGHTER	SQUAD 4	11/07/89	30.00
KUSH	ENGINEER	ENGINE COMPANY 44	12/17/89	136.00
CARDN	PARAMEDIC	AMBULANCE 13	11/18/89	60.00
CARSON	FIREFIGHTER	TRUCK 19	10/19/89	1187.00
CLOUD	FIREFIGHTER	TRUCK 44	8/26/89	25.00
COCHRAN	PARAMEDIC	UNKNOWN	7/06/89	1668.00
COY	PARAMEDIC	AMBULANCE 13	7/12/89	11.50
CRAVEN	FIREFIGHTER	UNKNOWN	3/20/71	390.00
DENEEN	FIREFIGHTER	TRUCK 47	9/25/88	5553.70
DISILVESTRO	PARAMEDIC	AMBULANCE 14	5/29/88	357.00
DOUCET	FIREFIGHTER	ENGINE COMPANY 57	7/13/89	25.00
DOYLE	CAPTAIN	BATTALION 23	1/15/89	270.00
DUNN-SCIFIONE	FIREFIGHTER	DISTRICT RELIEF 2	10/21/89	549.00
EARL	FIREFIGHTER	TRUCK 10	7/14/88	2464.00
ELLWOOD	LIEUTENANT	ENGINE COMPANY 91	4/17/88	60.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/25/90

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
JOHN GARRETT	CAPTAIN	BATTALION 22	5/04/89	90.00
FLAVIN	PARAMEDIC	DISTRICT RELIEF 5	2/23/89	92.95
FLYNN	CAFTAIN	FIRE SUPPRESSION HEADQUARTERS	2/07/89	22.50
FURLONG	FIREFIGHTER	ENGINE COMPANY 108	12/04/89	92.50
GALLAGHER	FIREFIGHTER	ENGINE COMPANY 50	10/26/88	1247.00
GILHOOLY	FIREFIGHTER	ENGINE COMPANY 54	5/16/88	180.00
GOSHA	FIREFIGHTER	ENGINE COMPANY 162	5/03/88	34.35
GRECO	FIREFIGHTER	ENGINE COMPANY 22	12/21/89	70.00
HAINES	PARAMEDIC	AMBULANCE 36	11/11/87	96.00
HANKS	PARAMEDIC	AMBULANCE 15	9/21/89	671.00
HAUSER	FIREFIGHTER	TRUCK 31	5/04/84	76.00
HERMAN	LIEUTENANT	ENGINE COMPANY 49	6/06/89	50.00
JULKOWSKI	FIREFIGHTER	ENGINE COMPANY 50	12/01/89	331.00
KELTY	FIREFIGHTER	TRUCK 31	10/16/89	360.00
KUKNYO	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	3866.00
KUNGIS	CAPTAIN	TRUCK 37	12/05/87	150.00
LAWRENCE	FIREFIGHTER	UNKNOWN	12/28/87	1725.00
LITTLE	FIREFIGHTER	TRUCK 19	5/05/88	21.50
LOPEZ	PARAMEDIC	UNKNOWN	11/28/89	53.00
MARSDEN	PARAMEDIC	UNKNOWN	12/05/89	560.00
MATRASKO	FIREFIGHTER	ENGINE COMPANY 43	10/19/89	1275.00
MCCALLUM	FIREFIGHTER	SQUAD 5	2/28/86	337.00
MCCALLUM	FIREFIGHTER	SQUAD 5	2/28/88	346.50
MCCALLUM	FIREFIGHTER	SQUAD 5	12/10/86	163.00
MCGOWAN	CAPTAIN	AMBULANCE 21	5/15/89	25.00
MCGREAL	LIEUTENANT	DISTRICT RELIEF 5	6/13/89	50.00
MCLARY	PARAMEDIC	AMBULANCE 11	7/18/88	290.00
MCHANUS	LIEUTENANT	OFFICE OF THE FIRE COMMISSIONER	1/28/86	1213.00
MCHALLY	FIREFIGHTER	ENGINE COMPANY 45	8/19/86	345.00
MOKAN	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	3515.03
MURPHY	FIREFIGHTER	TRUCK 41	4/23/88	530.00
NABADOMSKI	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	416.45
NELMS	FIREFIGHTER	UNKNOWN	10/16/89	2471.00
NUTTER	PARAMEDIC	ENGINE COMPANY 67	8/01/89	65.00
O'CONNELL	PARAMEDIC	SQUAD 5	12/08/84	212.00
O'CONNELL	PARAMEDIC	UNKNOWN	12/12/88	360.00
OSHEA	PARAMEDIC	AMBULANCE 38	2/15/86	155.00
OSHEA	PARAMEDIC	UNKNOWN	7/07/88	114.00
OTDOLE	FIREFIGHTER	UNKNOWN	9/07/89	219.00
PETERSON	FIREFIGHTER	SQUAD 1	12/22/89	878.50
PING	PARAMEDIC	AMBULANCE 46	9/14/89	59.75
FLECKI	PARAMEDIC	DISTRICT RELIEF 3	3/05/88	379.00
FLECKI	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	9/18/88	99.00
FLUMMER	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	7/29/88	252.00
FORTER	FIREFIGHTER	ENGINE COMPANY 126	4/23/88	333.00
FRAIT	CAPTAIN	DISTRICT RELIEF 5	2/09/88	217.00
KANEY	PARAMEDIC	UNKNOWN	11/08/89	2055.61
REDDY	PARAMEDIC	AMBULANCE 13	12/06/89	92.00
REDDY	CAPTAIN	BATTALION 53	11/29/89	31.84

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/25/90

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RICHTER DANIEL	FIREFIGHTER	UNKNOWN	5/22/89	207.00
ROGERS WILLIAM	FIREFIGHTER	ENGINE COMPANY 49	8/03/89	51.00
ROGERS WILLIAM	FIREFIGHTER	ENGINE COMPANY 49	12/08/88	9618.00
ROSA JOHN	PARAMEDIC	AMBULANCE 6	12/22/89	705.50
ROTZA CHERYL	PARAMEDIC	AMBULANCE 31	8/27/89	1240.00
RUTKA KENNETH	FIREFIGHTER	UNKNOWN	7/25/89	1405.00
RYAN JOHN	FIREFIGHTER	ENGINE COMPANY 100	12/21/88	77.85
SANDRIK ROBERT	FIREFIGHTER	ENGINE COMPANY 116	1/04/89	54.50
SCALONE SERASTIAN	CAPTAIN	BATTALION 18	4/06/87	543.00
SCHMIDT PATRICIA	PARAMEDIC	UNKNOWN	8/07/89	7323.30
SHITH RICHARD	PARAMEDIC	AMBULANCE 45	1/30/89	963.00
STEMART JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	3012.29
TANNEHILL CHARLES	CAPTAIN	TRUCK 14	3/23/89	37.00
TAVITIAS JOSEPH	PARAMEDIC	AMBULANCE 22	12/05/89	1582.00
THAMES KATHI	PARAMEDIC	DISTRICT RELIEF 5	10/02/89	3628.00
THIELSEN RONI LEE	FIREFIGHTER	DISTRICT RELIEF 2	12/17/84	897.50
TIENDA SLYVIA	PARAMEDIC	TRUCK 49	3/15/86	64.00
TOURE KUBLAI	FIREFIGHTER	ENGINE COMPANY 19	12/28/89	869.75
JANMETER GEORGE	FIREFIGHTER	ENGINE COMPANY 26	11/09/89	300.00
WELCH DAVID	CAPTAIN	ENGINE COMPANY 122	8/06/87	245.00
WILLIAMS JOAN	PARAMEDIC	DISTRICT RELIEF 1	2/28/88	221.08
WINFREY WOODROE	PARAMEDIC	UNKNOWN	12/13/89	214.00
WOLLSCHIED DANIEL	PARAMEDIC	UNKNOWN	10/13/89	246.00

(Continued from page 14732)

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 14740
through 14741 of this Journal.]

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file two applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

American Kidney Fund
April 27 and 28, 1990 -- citywide; and

Teen Living Programs, Incorporated
July 28 and 29, 1990 -- citywide.

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

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/25/90

THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	FIFTEENTH DISTRICT	11/18/89	269.43
ALSTON	POLICE OFFICER	FOURTH DISTRICT	10/25/89	1367.00
BAGNOLA	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/27/89	733.00
BARTLEAU	POLICE OFFICER	SIXTEENTH DISTRICT	11/03/89	674.70
BASA	POLICE OFFICER	FOURTEENTH DISTRICT	11/21/89	728.00
BRADY-HEIDT	POLICE OFFICER	SIXTH DISTRICT	9/11/88	171.35
BURNS	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/14/89	160.00
CONCKUS	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	546.00
CONSTANTINO	POLICE OFFICER	FIRST DISTRICT	12/22/89	1652.50
CRAWFORD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/09/89	990.00
CROWLEY	POLICE OFFICER	SECOND DISTRICT	9/04/87	736.00
DAVIS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/14/89	80.00
DAWSON	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	9/01/89	151.75
DORNAN	POLICE OFFICER	THIRD DISTRICT	11/06/89	48.00
DOWNS	POLICE OFFICER	ELEVENTH DISTRICT	11/14/89	225.00
ELLERSON	POLICE OFFICER	SEVENTH DISTRICT	8/21/89	7150.31
ELLMAN	POLICE OFFICER	FOURTH DISTRICT	7/30/89	23.00
ESPINOZA	POLICE OFFICER	TENTH DISTRICT	11/27/89	531.00
FISCHER	POLICE OFFICER	TWENTIETH DISTRICT	11/15/89	69.00
FLAHERTY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/12/89	95.00
GREGOIRE	POLICE OFFICER	THIRD DISTRICT	10/22/88	394.00
HENNIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/25/90	1030.75
HUGHES	POLICE OFFICER	FIFTH DISTRICT	12/19/89	55.00
IGYARTO	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/25/90	671.00
JARHUSZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/05/88	397.00
JOYNER	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/22/88	595.00
KALAFUT	POLICE OFFICER	TENTH DISTRICT	11/28/89	698.00
KELLY	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/26/86	110.00
KLASEN	POLICE OFFICER	YOUTH DIVISION AREA FIVE	5/18/89	135.00
KLEIN	POLICE OFFICER	EIGHTEENTH DISTRICT	6/15/88	354.00
KOSALA	POLICE OFFICER	FOURTEENTH DISTRICT	12/15/89	569.10
LAPPE	POLICE OFFICER	SIXTEENTH DISTRICT	12/13/89	40.00
LOIACONO	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/09/89	50.00
LOMERY	POLICE OFFICER	SIXTEENTH DISTRICT	11/07/89	520.00
LYMAN	POLICE OFFICER	NINTH DISTRICT	12/22/89	811.50
MALONEY	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/89	2514.41
MCFADDEN	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/21/89	971.00
MESA	POLICE OFFICER	TENTH DISTRICT	8/21/89	140.00
MOORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/07/88	175.00
MURPHY	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/29/85	150.00
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	4/12/89	457.00
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	9/21/89	298.00
NOLAN	POLICE OFFICER	FOURTEENTH DISTRICT	12/18/89	85.00
NUNEZ	POLICE OFFICER	TWELFTH DISTRICT	11/30/89	3188.55
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	640.00
OWSLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	1/02/90	510.00
PALMER	POLICE OFFICER	THIRTEENTH DISTRICT	9/25/89	100.00
PARISI	POLICE OFFICER	TWELFTH DISTRICT	1/28/89	100.00
PARKER	POLICE OFFICER	SECOND DISTRICT	6/21/89	

4/25/90

REPORTS OF COMMITTEES

14741

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 4/25/90
THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
*****	*****	*****	*****	*****
PASKO	POLICE OFFICER	SIXTEENTH DISTRICT	11/02/89	146.25
PETRUZZI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/15/89	185.00
PHILLIPS	POLICE OFFICER	FOURTH DISTRICT	6/06/88	50.00
PIFOLD	POLICE OFFICER	TENTH DISTRICT	10/03/89	110.00
REINA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/25/89	225.00
RIORDAN	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/06/89	414.34
ROBERTS-DILLON	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/87	237.00
ROBINSON	POLICE OFFICER	TENTH DISTRICT	5/26/89	119.00
RODRIGUEZ	POLICE OFFICER	RECRUIT TRAINING	7/21/89	435.00
RODRIGUEZ	POLICE OFFICER	NINTH DISTRICT	9/07/89	109.99
RUKOB	POLICE OFFICER	NINTH DISTRICT	12/22/89	450.00
RUSCH	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION 6	9/23/89	45.00
SANCHEZ	POLICE OFFICER	TWELFTH DISTRICT	1/31/89	184.00
SASSO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	17.89
SCALETTA	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/15/89	390.00
SINENI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/88	372.59
SPAARGAREN	POLICE OFFICER	ELEVENTH DISTRICT	11/29/89	342.50
SZUBA	POLICE OFFICER	NINETEENTH DISTRICT	2/12/89	76.00
TATHAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	191.05
TAYLOR	POLICE OFFICER	TENTH DISTRICT	5/26/89	70.00
THOMAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/19/89	175.00
THOMAS	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	190.00
THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	11/21/89	430.00
TUFANO	POLICE OFFICER	SIXTH DISTRICT	2/18/89	805.00
ULCEK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/29/89	441.00
WARE	POLICE OFFICER	FOURTH DISTRICT	12/14/89	252.00
WATKINS	POLICE OFFICER	EIGHTEENTH DISTRICT	6/29/89	86.00
WERNER	POLICE OFFICER	TWENTY-SECOND DISTRICT	6/23/89	195.00
ZAGLIFA	PARAMEDIC	DISTRICT RELIEF 2	12/22/89	285.15
HOFFELT	PARAMEDIC	AMBULANCE 7	9/26/89	511.25
MEADE	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	4400.05
WALSH				

Action Deferred -- IDA CROWN JEWISH ACADEMY OF CHICAGO
EXEMPTED FROM PAYMENT OF FEES FOR
EXTENSION OF COMMUNICATION
LINES AND INSTALLATION
OF FIRE ALARM BOX.

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

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order introduced by Alderman Stone authorizing the exemption of the Ida Crown Jewish Academy of Chicago from the fees for extending City's communication lines and installing a fire alarm box at the entrance to the Academy, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Ordered, That the City Comptroller is hereby authorized and directed to exempt Ida Crown Jewish Academy of Chicago, 2828 West Pratt Avenue, from payment of cost [estimated at \$5,100.00] for extending the City's communication lines and installing a fire alarm box inside the main entrance to the Ida Crown Academy.

COMMITTEE ON AVIATION.

EXECUTION OF RIGHT OF ENTRY AGREEMENT WITH KLM ROYAL
DUTCH AIRLINES FOR CONSTRUCTION OF CARGO
FACILITY AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, April 24, 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 a Right of Entry Agreement between the City of Chicago and KLM Royal Dutch Airlines to begin construction of a new cargo facility in the Southwest Cargo Area at O'Hare International Airport, begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith (referred on April 6, 1990).

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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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 and KLM Royal Dutch Airlines ("Airline") are presently negotiating the terms of a lease for a new cargo facility in the Southwest Cargo Area at O'Hare International Airport; and

WHEREAS, Airline must immediately begin construction of the new cargo facility in the Southwest Cargo Area in order to be able to vacate its existing facilities in the East Cargo Area which are scheduled for demolition; and

WHEREAS, Airline has requested permission from the Department of Aviation to begin construction of the new cargo facility while the terms of the lease are being finalized; now, therefore,

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

SECTION 1. The Commissioner of Aviation is authorized to execute on behalf of the City of Chicago, a Right of Entry Agreement between the City of Chicago and KLM Royal Dutch Airlines, substantially in the form attached hereto.

SECTION 2. This ordinance shall take effect from and after its passage.

Right of Entry Agreement attached to this ordinance reads as follows:

Right Of Entry Agreement.

This Agreement is made and entered into as of the ____ day of _____, 1990, by and between the City of Chicago, an Illinois municipal corporation ("City") and Koninklijke Luchtvaart Maatschappij (KLM Royal Dutch Airlines), a corporation organized and existing under and by virtue of the laws of _____ ("Airline").

Whereas, The City owns and operates Chicago-O'Hare International Airport ("Airport") and has the power to grant rights and privileges with respect to the premises and facilities located therein; and

Whereas, Airline is interested in leasing from the City that certain property located at the Airport commonly known as Site C in the Southwest Cargo Area depicted on Exhibit "A" attached hereto for the purpose of constructing a new cargo facility; and

Whereas, The parties are presently negotiating the terms of the lease for Site C and expect a lease to be executed upon successful completion of negotiations between the parties and approval by the City Council; and

Whereas, Airline must immediately begin construction of the new cargo facility in order to be able to vacate its existing facilities which are scheduled for demolition; and

Whereas, Airline has requested permission from the City to enter onto that portion of Site C indicated on Exhibit "A" as the rectangular shaded area ("Property") prior to the execution of the lease to begin construction of the new cargo facility (the "Facility"); now, therefore,

In consideration of the foregoing recitals which are hereby incorporated as if the same were fully stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

I. Grant Of Right Of Entry.

City hereby grants to Airline at Airline's sole risk a Right of Entry to the Property for the sole and limited purpose of performing the following construction activities ("Improvements"):

Mobilization: Equipment, field offices, etc.

Roadway: Temporary access road construction.

Site Work: Strip site, excavation, fill.

Foundations: Slab on grade, backfilling.

Structural Steel: Erect framework, metal deck roofing.

Utility Work: Exterior, underground utilities.

Apron: Grading, fill.

Building Interior: Additional work as time permits.

Airline understands and agrees that Airline's activities on the Property shall be limited to the Improvements and to the boundaries of the Property. Any use of Site C by Airline outside the boundaries of the Property shall be permitted only upon the written authorization of the Commissioner.

Further, the City, acting through the Commissioner of Aviation reserves the right to, at any time, restrict the use of the Property by Airline or terminate such use and access by Airline if in the reasonable judgment of the Commissioner of Aviation it is necessary for any function or activity of the Airport whether by City, its contractors, or otherwise or if Airline fails to comply with any term of this Agreement. Airline shall not be allowed access to the Property until all conditions of this Agreement required to be performed prior to entry have been performed by Airline including but not limited to approval of plans and specifications, insurance, applicable permits and other necessary

governmental approvals. Upon such conditions being met, the Commissioner of Aviation will notify Airline in writing permitting access to the Property.

City shall incur no liability or assume any responsibility for Airline's activities at the Property, and City shall incur no liability to Airline for any activities of City, its agents and contractors at the Airport that interfere with, delay or impede Airline's Improvements. Airline expressly acknowledges that the Right of Entry granted herein is for the benefit of Airline and is granted without obligation to do so on the part of the City.

II. Procedures For Design And Construction Of Improvements.

A. Responsibility for Design and Construction. Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award design and construction contracts and supervise the design, construction and installation of the Improvements throughout until their completion or the termination of this Agreement. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of this Agreement, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Agreement.

B. Coordination with City. The design and construction of the Improvements shall be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City.

(i) Project Planning and Design Phase. Airline will submit, or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works ("Commissioner") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioner, which approval shall not be unreasonably withheld. The Commissioner will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) business days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor. Notwithstanding the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will allow City appropriate review upon which to base the approval. Airline shall not proceed with construction until all necessary approvals have been obtained.

(ii) City Construction Coordinator and Staff. The Commissioner shall designate a supervising consultant ("Supervising Consultant") who shall act on behalf of City with respect to all matters related to the design and construction of the Improvements. Airline will provide reasonable administrative space for the Supervising Consultant. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and

construction of the Improvements shall be made by or through the Supervising Consultant or the Commissioner. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time provided Airline reimburses City for the cost of such audit. Airline shall, upon request, receive copies of all such audits performed by City and may interview the personnel who performed such audits.

(iii) Airline to Provide Information. Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioner with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner through the Supervising Consultant (a) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (b) initial and updated site utilization plans, including limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and support detours intended to maintain public access and support services to, from, through or past operating facilities at the Airport and (c) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(iv) Construction Phase. City shall have the right to monitor the construction of the improvements to assure that the facilities which comprise the Improvements are constructed and installed in conformity with the plans, specifications and standards therefor. In order to assist City in monitoring the construction of the Improvements, a designated Airline representative shall submit, or cause to be submitted to the Supervising Consultant, copies of all (a) field test reports, (b) equipment purchase orders reflecting a cost in excess of \$100,000, (c) material certificates, (d) approved shop drawings, (e) requests for payment to contractors or subcontractors, (f) progress reports, (g) notification of substantial completion of the Improvements and final acceptance thereof, (h) maintenance and operations manuals in connection with building systems, (i) as-built drawings, and (j) any other documents related to the Improvements which may be reasonably requested by City. No change order which materially changes the scope of the work shall be effected by Airline without the review for compliance with Airport standards by the Supervising Consultant. The Supervising Consultant shall approve, conditionally approve or disapprove submissions of change orders for such compliance within ten (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and Airport standards therefor, Airline shall use its best efforts to expeditiously resolve such

variance through immediate consultation with representatives of Airline's architect and the general contractor.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract, suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the reasonable opinion of the Commissioner, not acceptable to City, the Commissioner may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and Airport standards and order Airline to vacate the Property.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material cannot be replaced within said thirty (30) day period, Airline shall be afforded such additional reasonable time as may be necessary to correct such work or replace such material.

III. Permits And Authorizations; Compliance With Laws.

It is understood and agreed that Airline shall secure in its own name and at its own costs all necessary permits and authorizations required by the City, F.A.A. or other governmental bodies prior to undertaking the work specified in this Agreement. Airline shall comply and require its contractors to comply with all applicable laws, regulations, executive orders and ordinances of the federal, state and local governments.

IV. Insurance.

Prior to the commencement of any work on the Property, Airline agrees to obtain, at its sole cost and expense, insurance in an amount and kind satisfactory to the City's Risk Manager. Airline shall name City as an additional insured on all insurance policies, and shall deliver to City duplicate policies or certificates or such other evidence as the City's Risk Manager may require to demonstrate compliance herewith. The policies shall remain in effect for the entire duration of this Agreement.

V. Indemnification.

Airline agrees at all times and at its own expense to protect, defend, indemnify and hold harmless City, its officers, agents, agencies, departments and employees (the "Indemnified Parties") against any and all liabilities, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees) (collectively referred to as the "Loss") arising out of or in connection with the Property whether or not as a result of Airline's, its agents, employees and contractors' performance of any act or omission in connection with or related to this Agreement, including but not limited to their use, non-use or misuse of the Property.

The provisions of this section shall not apply to a Loss which arises solely out of intentional misconduct on the part of an Indemnified Party, or to a Loss or portion thereof, which arises, in whole or in part, out of gross negligence on the part of an Indemnified Party, but only to the extent that an Indemnified Party's gross negligence contributed to the Loss, or that the Loss is attributable to an Indemnified Party's gross negligence.

VI. Encumbrances.

Airline agrees to keep the Property free from any and all liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by or for Airline.

VII. Equal Opportunity.

A. Airline agrees that during the construction of the Improvements and in performing all of its activities under this Right of Entry it will comply with all applicable laws concerning equal opportunity, nondiscrimination and affirmative action, including, but not limited to, those listed in Exhibit "B".

B. To the greatest extent feasible, Airline is required to present opportunities for training and employment of lower income residents of the City of Chicago, and that contracts for work in connection with the construction and operation of the Improvements be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the City.

C. Airline acknowledges and agrees that at least 25% and 5% of the total amount spent by Airline in the design and construction of the Facility will be spent with Minority Business Enterprises and Women Business Enterprises certified by the City pursuant to the City's Executive Order 89-7.

VIII. Safety.

Airline shall comply and cause its contractors to comply with all applicable safety laws and regulations and to implement such additional safety measures as directed by the Commissioner.

IX. Duration.

The Right of Entry herein granted shall terminate upon the earlier of: a) one hundred twenty (120) days from the date first written above, or b) the execution of a lease for the Property. The Commissioner may extend the Right of Entry on similar terms for an additional one hundred twenty (120) days.

In the event that the parties do not execute a lease for the Property, Airline shall at the City's option, surrender and transfer ownership of the Improvements to the City or, at its sole cost and expense, restore the Property to its original condition.

In Witness Whereof, The City of Chicago has caused this Agreement to be executed on its behalf by its Commissioner of Aviation, and Koninklijke Luchtvaart Maatschappij has caused this Agreement to be executed on its behalf by its _____, all as of the date first written above.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this Right of Entry Agreement printed on page 14751 of this Journal.]

Exhibit "B" attached to this Right of Entry Agreement reads as follows:

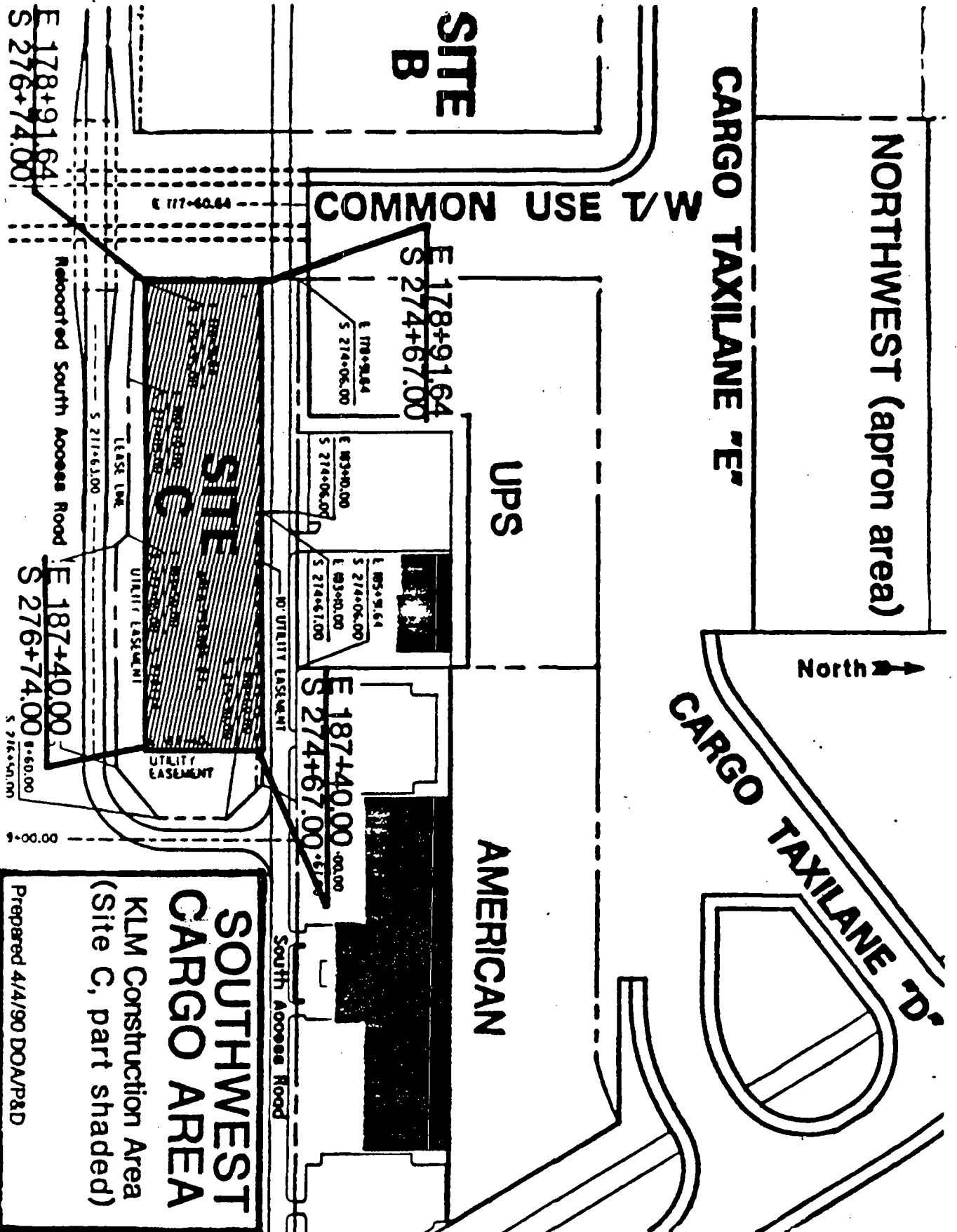
Exhibit "B".

Equal Opportunity, Nondiscrimination, Affirmative Action.

A. Equal Opportunity. Airline, shall not discriminate against any worker, employee or applicant, or any member of the public, based upon race, creed, color, religion, age, sex, national origin, handicap or disability, ancestry, marital status, parental status, sexual orientation, source of income or military discharge. Airline agrees that it will comply with all federal, state and local laws which prohibit discrimination, including but not limited to, the aforementioned forms of discrimination.

(Continued on page 14752)

"Exhibit A".



(Continued from page 14750)

Airline further agrees that it will abide by all laws relating to unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, a national origin, or handicap or disability, source of income or military discharge. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions for this nondiscrimination clause. Airline further agrees that such clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled, and craft union skilled labor, or who may perform any such labor or services, in connection with the Lease.

Attention is called to Executive Order 11246, 3 C.F.R. 339 (1964 -- 1965), as modified by Executive Order 11375, 3 C.F.R. 320 (1967); The Civil Rights Act, 42 U.S.C. 2000d, (1964); The Age Discrimination Act, 42 U.S.C. 1601 -- 1602 inclusive, (1975); Discrimination In Public Contract Acts, Ill. Rev. Stat. Ch. 29, Secs. 17-24 (1987); The Human Rights Act, Pub. A. No. 81-1216, Ill Rev. Stat. Ch. 68, Secs. 2-105, 5-101 -- 5-103, inclusive (1987); Municipal Code of Chicago Ch. 199 "Human Rights", Council Journal of Proceedings, pages 23526 -- 23536 (Dec. 21, 1988); Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor 41 C.F.R. 60-1 (July 1, 1988).

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

Airline shall execute an "Anti-Apartheid Certification" as required by Section 26-26.2 of the Municipal Code of Chicago.

Airline agrees that it shall, in the course of performing its services and responsibilities to City hereunder, comply with the terms and conditions of Executive Order 89-7 of the City of Chicago.

B. Nondiscrimination in the Use of the Premises. This right of entry concerns the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Federal Airport and Airway Development Act of 1970 (repealed, in part, September 3, 1982) 49 U.S.C. Section 1701 et seq. and the Airport and Airway Improvement Act of 1982, 49 U.S.C. App. 2201 et seq. administered by the Federal Aviation Administration ("F.A.A."), and thereby involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running

with the land that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the U. S. Department of Transportation Regulations, including, but not limited to, the provisions of 49 C.F.R., Subtitle A, Part 21, regarding nondiscrimination in federally assisted programs of the Department of Transportation.

In the event of the breach of any of the above nondiscrimination covenants by Airline, without precluding the exercise of any other legal or equitable right or remedy available to City hereunder or any statute, code, ordinance, law, regulation, order or rule of law, City shall have the right to terminate this Agreement and deny further access to Airline to the Property.

C. Nondiscrimination in Furnishing Services. To the extent required by applicable federal laws and regulations, Airline agrees to furnish services on a fair, equal and nondiscriminatory basis to all users thereof, and to charge fair, reasonable and nondiscriminatory prices for any equipment, maintenance or services it provides to others provided that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

D. Affirmative Action. Airline affirmatively agrees that it shall undertake an affirmative action program which meets all applicable federal standards as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall, based upon race, creed, color, national origin or ancestry, age, handicap, or sex, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline affirmatively agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

EXECUTION OF TERMINAL FACILITIES LEASE WITH SCANDINAVIAN
AIRLINES OF NORTH AMERICA, INCORPORATED FOR
CERTAIN PREMISES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, April 24, 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 agreement with Scandinavian Airlines System for concourse premises at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 6, 1990).

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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

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 an agreement with Scandinavian Airlines System for certain premises at Chicago O'Hare International Airport, said agreement to be substantially in the following form:

[Terminal Facilities Lease immediately follows
Section 2 of this ordinance.]

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

Terminal Facilities Lease attached to this ordinance reads as follows:

Terminal Facilities Lease.

This Lease, made and entered into as of this ____ day of _____, 1989, 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 Scandinavian Airlines of North America, Incorporated, a corporation organized and existing under and by virtue of the laws of the State of New York ("Airline").

Witnesseth:

Whereas, City owns and operates Chicago O'Hare International Airport (the "Airport"), and has the power to grant rights and privileges with respect thereto; and

Whereas, City desires to lease to Airline and Airline desires to lease from City certain exclusive use premises in Terminal 2 on the mezzanine level of E-F Concourse, (the "Premises"); now, therefore,

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

Article I.

Term.

Section 1.01 Term Of Lease.

This Lease shall become effective as of _____, 1989, the date of authorizing ordinance by the City Council and shall have an initial term of one year, ending on _____, 1990; thereafter the term of this Lease shall be extended automatically for three consecutive additional one-year periods unless written notice of termination is given by City or Airline to the other at least sixty (60) days prior to the expiration of the initial term or any one of the three renewal terms, as the case may be.

Article II.

Grant Of Rights.

Section 2.01 Use Of Premises.

(a) Airline shall have the right to use the Premises for its own private passenger lounge in connection with the conduct of an air transportation business at the Airport and for no other purpose or purposes whatsoever.

(b) Nothing in this Lease shall be construed to permit the use of the Premises for the conduct of any business other than Airline's air transportation business. Such limitation includes but is not limited to the ground transportation business, restaurants or merchandising operations.

Section 2.02 Use Of Terminal.

Airline shall have the non-exclusive right to use, in common with others, the public areas and airline joint-use areas (if any) of the Terminal, pursuant to rules and regulations promulgated from time to time by the City.

Section 2.03 Restrictions.

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Lease or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(b) City, by its officers, employees, agents, representative, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter the Premises for the purpose of inspecting the same, for performing any necessary repairs, and for the doing of any act which City may be obligated or have the right to do under this Lease.

Article III.

Lease Of Premises.

Section 3.01 Premises.

City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay rentals calculated with reference to, the Premises as shown on Exhibit A attached hereto, which consists of approximately 3,491 square feet, together with all improvements and fixtures located therein.

Article IV.

Terminal Rentals And Use Charges.

Section 4.01 Rentals And Use Charges.

(a) At such times and in such manner as provided in Section 4.02, Airline shall pay rentals to City equal to \$5.00 per square foot per annum, payable in 12 monthly installments in advance, for the Premises.

(b) At such times and in such manner as provided in Section 4.02, Airline shall pay terminal use charges to City equal to \$23.46 per square foot per annum for the first 1,627 square feet of the Premises and shall pay the current terminal use charge, at the additional square foot rental rate, under the 1983 -- 1985 Chicago O'Hare International Airport Signatory Airline Airport Use Agreement and Terminal Facilities Lease on the balance of 1,864 square feet.

Section 4.02 Payment Of Rentals.

Airline shall pay to City at the Office of the City Comptroller, Room 501, City Hall, Chicago, Illinois, 60602, or at such other place as the City Comptroller shall designate on or before the first calendar day of each month all rentals and use charges payable for Airline's Premises in accordance with Section 4.01. Any amount which is not paid when due shall bear interest at a rate two percentage points (2%) higher than the then-current corporate base rate announced by the largest commercial bank in Chicago, determined on the basis of total assets.

Section 4.03 Payment Of Utilities/Maintenance Of Escalator.

Access to the Premises is by way of a stairwell and escalator reaching from the upper level of E-F Concourse to a common lobby on the mezzanine area. There is also a small men's washroom and separate small women's washroom in the lobby area which will be for the semi-private use of Airline's passengers. These areas are to be maintained by Airline pursuant to the provisions of Section 5.01 immediately hereinbelow. Airline agrees moreover to pay the costs for regular mechanical maintenance of the escalator and for all electricity and water use charges connected with its lounge operation upon being billed therefor by City. Airline further agrees to supply all the customary sanitary paper products, soaps and cleaning agents for the washrooms.

Article V.

Section 5.01 Housekeeping, Maintenance, Replacement And Repair.

Airline shall be responsible for and shall perform or cause to be performed maintenance and repair of the Premises. Airline shall, at all times:

- (a) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;
- (b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Airline to be of a quality and class not inferior to the original material and workmanship; and
- (c) Either directly or through an independent contractor, dispose of its garbage, debris and other waste materials.

Section 5.02 Modifications To Premises.

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements on the Premises. Before entering into any contract for such work, Airline shall first submit to the Commissioner of the Department of Aviation of City (the "Commissioner"), for his prior written approval, a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.

(b) Airline agrees to, and shall include in all construction contracts a provision whereby the contractor agrees to, indemnify, hold harmless and defend City, its officers, agents and

employees against losses (except in cases in which such losses are caused solely by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide, or shall require the contractor to provide, liability insurance covering the foregoing in an amount reasonably required by the Commissioner. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative, at any reasonable time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to the Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

Section 5.03 Taxes, Licenses And Permits.

Airline, its contractors and agents, shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 5.04 Installation Of Machinery And Equipment.

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property on the Premises which may be attached or affixed to, but shall not become a part of, the Premises. All such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 5.05 Liens Prohibited.

Airline shall keep the Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline.

Section 5.06 Performance By City Upon Failure Of Airline.

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article V, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operations at the Airport, City may perform such obligation of Airline at any time without notice and charge Airline for the cost to City of such performance.

Article VI.

Rules And Regulations; Compliance With Laws.

Section 6.01 Rules And Regulations.

Airline shall comply, and shall use its best efforts to cause its passengers, guests, invitees, and independent contractors to comply, with all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by the Commissioner.

Section 6.02 Compliance With Laws.

Airline shall comply with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders; provided, however, that Airline may, without being considered to be in breach hereof, contest any such laws so long as such contest is diligently commenced and prosecuted by Airline.

Article VII.

Exercise By City Of Governmental Functions.

Section 7.01 Governmental Functions.

Nothing contained herein shall impair the right of City in the exercise of its governmental functions to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges of Airline hereunder.

Article VIII.

Indemnity And Insurance.

Section 8.01 Indemnity.

(a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, in each case, arising out of the following (except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds therefor:

- (i) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder, as well as the areas of the lobby, the washrooms and the escalator described in Section 4.03;
- (ii) The condition of Airline's Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
- (iii) The violation by Airline of any agreement, warranty, covenant or condition of this Lease, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 8.02 Insurance Maintained By Airline.

(a) Airline shall maintain, or cause to be maintained at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the air transportation business.

(b) Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance and Property Insurance policies shall be endorsed to provide the following:

- (i) Name as additional insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (ii) That such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide forty-five (45) days advance written notice to City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street, Suite 3000
Chicago, Illinois 60602

and

City Comptroller
City of Chicago
121 North LaSalle Street
Room 501 -- City Hall
Chicago, Illinois 60602

(d) Certificates of insurance binding for at least one year, evidencing all coverages and endorsements above, shall be furnished to the City before commencing any operations under this Agreement, unless Airline has previously supplied such certificates of insurance to the City under another agreement at the Airport. A certificate of renewal of these coverages and endorsements for each year that this Agreement is renewed shall be furnished to the City no less than thirty (30) days prior to each renewal date.

(e) All insurance coverage shall be with a company or companies approved by City's Comptroller.

(f) Airline expressly understands and agrees that any insurance protection furnished by Airline hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of Article VIII of this Lease.

Article IX.

Damage Or Destruction Of Premises.

Section 9.01 Damage Not Due To Negligence Of Airline.

(a) Should any portion of the granted Premises be partially damaged by fire or other casualty (unless caused by the negligence of Airline) but not be rendered untenable thereby, such Premises shall be repaired by City at its expense as quickly as practicable. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Airline) is so extensive as to render any portion of the Premises untenable, the damage shall be repaired by City at its expense as quickly as practicable and the rental and use charges payable hereunder shall abate proportionately from the date of such damage until such time as the said Premises shall again be tenantable.

(b) Should any portion of the granted Premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Airline) as to render the same untenable, and should City fail or refuse to repair or rebuild the same, Airline shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas until such time as City shall furnish Airline with replacement space suitable to Airline, if such space is or can readily be made available.

(c) Should the Terminal Building at the Airport be damaged by fire or other casualty, (unless casualty is caused by the negligence of Airline) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Airline is operating (even if no actual damage is caused to the Premises granted to Airline therein), the rental and use charges payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Airline's business.

Section 9.02 Damage Due To Negligence Of Airline.

Should any portion of the granted Premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Airline the Commissioner of Aviation may cancel this Lease, provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Airline.

Article X.

Termination By City.

Section 10.01 Events Of Default Defined.

Each of the following shall be an "Event of Default" under this Lease:

- (a) The dissolution or liquidation of Airline;
- (b) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;
- (c) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;
- (d) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law of similar law of any country for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;
- (e) The abandonment by Airline of its service and support activities at the Airport for reasons other than strike or force majeure or as may be provided in Section 11.01; or
- (f) The failure by Airline to observe and perform any covenant, condition or agreement in this Lease on the part of Airline to be observed or performed, for a period of

thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

Section 10.02 Remedies On Default.

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline may, subject to the provisions of any other agreement then in effect between Airline and City, City may terminate this Lease and exclude Airline from possession of its Exclusive Use Premises.

Section 10.03 No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Lease shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to the remedy given under this Lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Lease, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Article XI.

Termination By Airline.

Section 11.01 Termination By Airline.

If Airline is not then in default in the payment of any amount due from it to City hereunder, Airline may terminate this Lease by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Terminal in the conduct of its activities, and the remaining in

force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any federal or state agency, having jurisdiction with respect to Airline or the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Airline's use of the Terminal in the conduct of its activities; provided, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Airline of such notice or (ii) in the case of any such failure which cannot with due diligence be cured within such (30) day period, if City takes corrective action within the (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any federal or state agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days provided such restriction adversely affects Airline's operations at the Airport.

Article XII.

Sublease And Assignment.

Section 12.01 Sublease And Assignment Of Premises.

Airline may not sublet or assign the Premises, in whole or in part.

Article XIII.

Equipment Removal/Return Of Property.

Section 13.01 Right Of Tenant To Remove Property.

Airline shall be entitled during the term of this Agreement, and for a reasonable time (not exceeding thirty (30) days) after its termination, to remove from the Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Agreement, subject to any valid lien City may have thereon for unpaid

rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

Section 13.02 Return Of The Premises To The City.

The City has a right to the return of the Premises at the termination of this Lease in good condition and repair, pursuant to the City's standards, reasonable wear and tear excepted. Therefore:

- (a) Unless notified by the Airline's sixty (60) day written notice of cancellation, the City will schedule an inspection of the Premises to determine if Airline is in compliance with Section 13.01 and this Section 13.02 thirty (30) days prior to the end of the approved term. Following this inspection a list of repairs and housekeeping tasks is to be drawn up and presented to Airline to be made or performed by Airline at Airline's sole expense prior to Airline's final day of occupancy or at a later day agreed to by the City.
- (b) If Airline abandons the Premises without giving the required sixty (60) day cancellation notice, or if Airline fails to properly repair or cleanup the Premises in accordance with list presented to it by the City pursuant to subsection (a) above, the City may make the repairs and do the housekeeping necessary to restore the Premises to a condition required to re-let them, and Airline upon demand by City agrees to pay the costs associated with such repairs and housekeeping as are deemed necessary by City.

Article XIV.

Equal Opportunity.

Section 14.01 Equal Opportunity.

Airline agrees that in performing under this Lease it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment

advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 12.01. Airline further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 30 F.R. 12319, as modified by Executive Order 11375 issued October 13, 1967, 32 F.R. 14303 and Executive Order 12086 issued October 5, 1978, 43 F.R. 46501 and as further amended by Federal Reorganization Plan No. 2 of 1978, Section 102, 43 F.R. 36037, 92 Stat. 3783; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq., as amended; to Ill. Rev. Stat., Ch. 29, Secs. 17 to 24 inclusive; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 14.02 Nondiscrimination.

This Lease involves the use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 14.03 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as

amended, and City reserves the right to grant to others the privileges and right of conducting any one or all activities of an aeronautical nature.

Section 14.04 Nondiscrimination In Furnishing Services.

Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 14.05 Affirmative Action.

Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Article XV.

Miscellaneous.

Section 15.01 Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, 138-02 Queens Boulevard, Jamaica, New York 11435, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 15.02 No Abatement Or Set-off.

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of rentals or use charges which it is obligated to pay hereunder, except as under the conditions set forth in Section 9.01. Nothing contained in this Section 15.02 shall release City from the performance of any of its obligations under this Lease. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 15.03 Governing Law.

This Lease shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.

In Witness Whereof, City has caused this Lease 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 Lease 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.

City of Chicago

Attest:

Mayor

City Clerk

Approved:

Department of Aviation

Comptroller

Commissioner of Aviation

Approved as to form and legality:

Assistant Corporation Counsel

Scandinavian Airlines of North
America

By: _____

Attest:

_____ President

Secretary

[Exhibit "A" attached to this Terminal Facilities Lease printed
on pages 14772 through 14773 of
this Journal.]

EXHIBIT "A".
(Page 1 of 2)

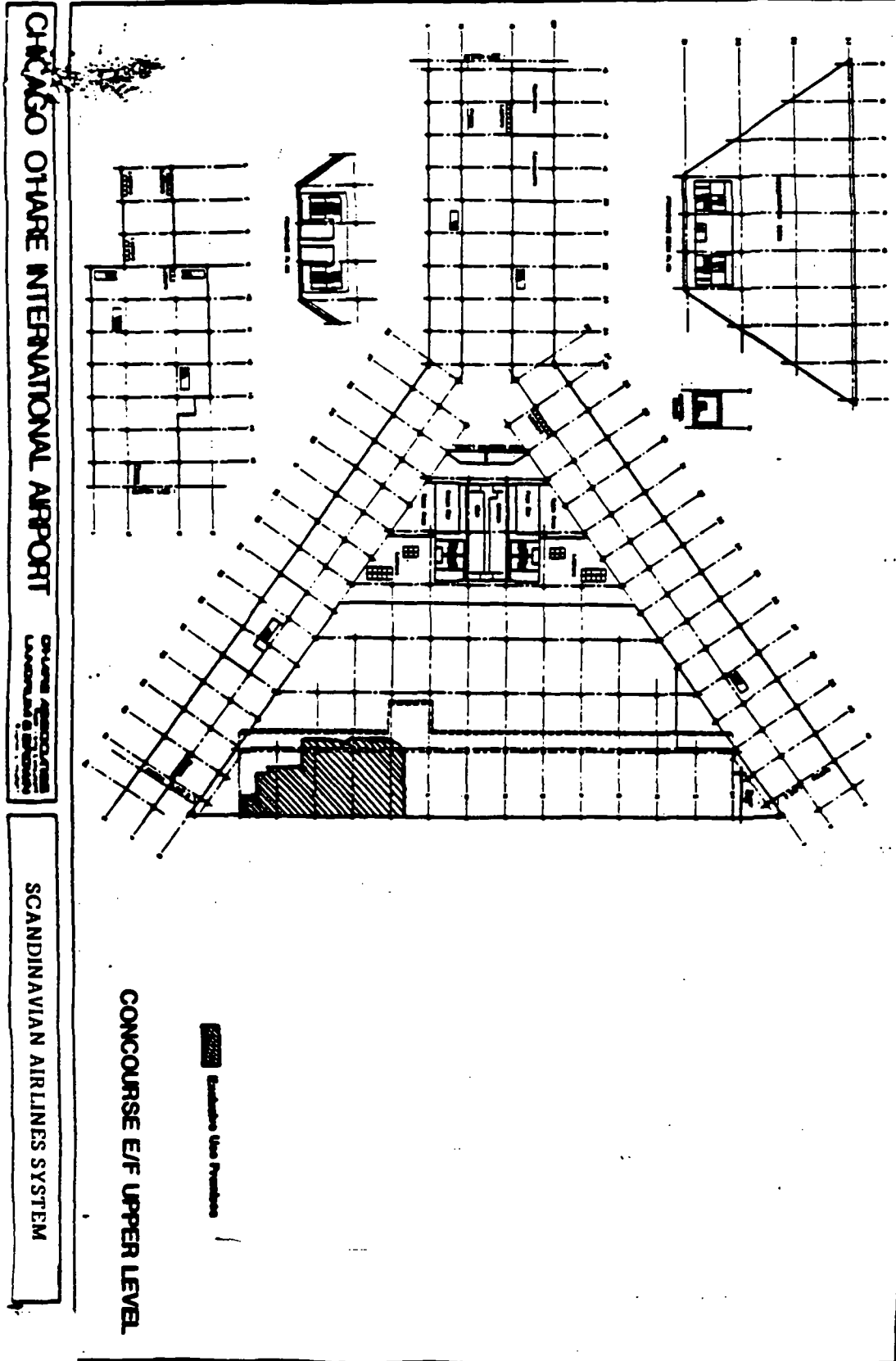
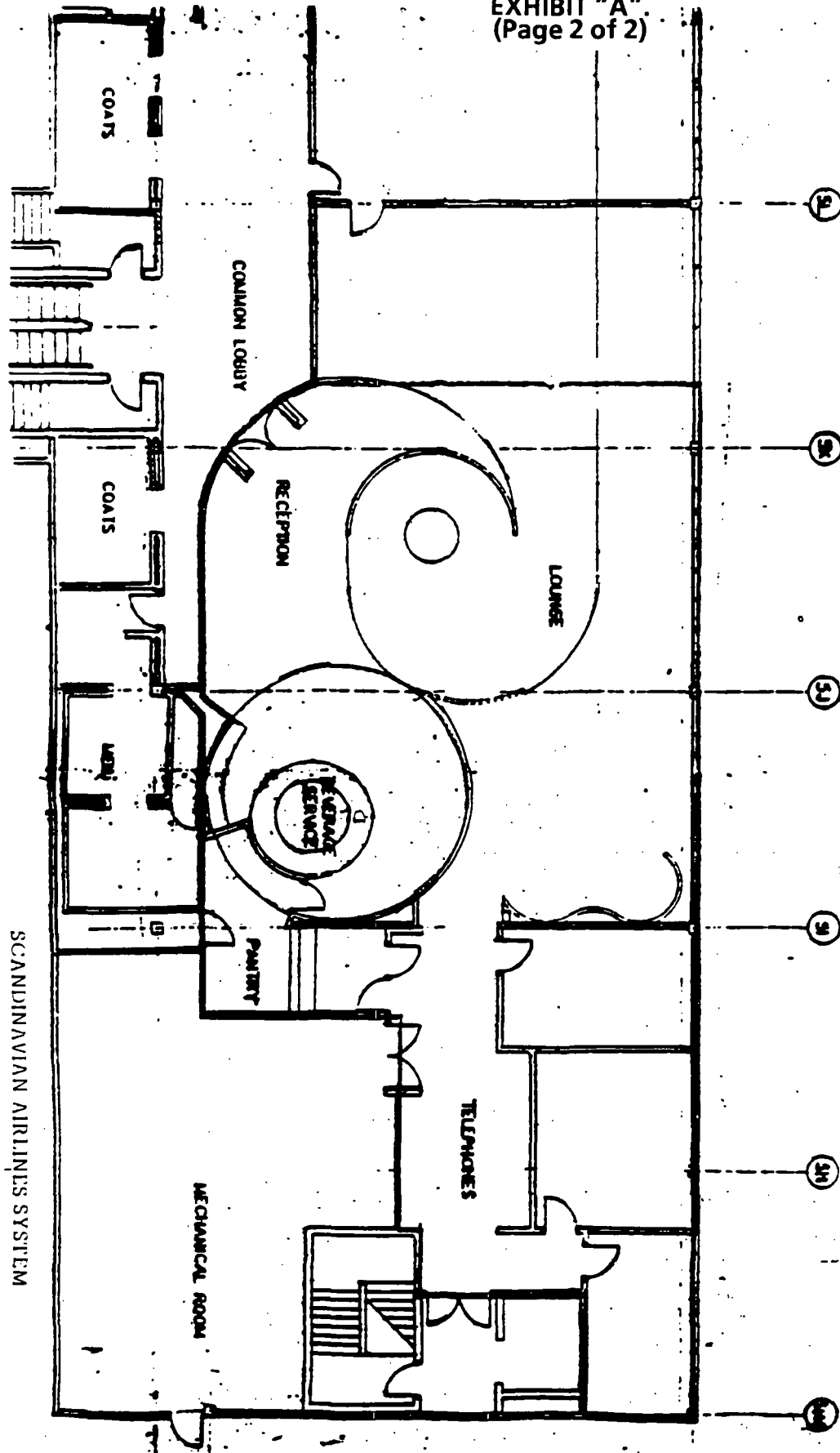


EXHIBIT "A"
(Page 2 of 2)



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

The Committee on Aviation submitted the following report:

CHICAGO, April 24, 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 authorizing the execution of the First Amendment to the Amended and Restated Chicago-O'Hare International Airport Fueling System Lease, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 6, 1990).

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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council of the City of Chicago hereby approves the First Amendment to the Amended and Restated Chicago-O'Hare International Airport Fueling System Lease (the "Lease Amendment"), in substantially the form attached.

SECTION 2. The City Council of the City of Chicago hereby authorizes the Mayor, the City Comptroller or the Commissioner of the Department of Aviation, for and on behalf of the City, to execute and deliver the Lease Amendment in substantially the form attached, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The Lease Amendment may contain such changes consistent with the purposes and intent of this ordinance as shall be approved by the officers executing the same, the execution or acceptance thereof by such officers to constitute conclusive evidence of the City Council's approval of any and all changes or revisions therein; and from and after the execution and delivery of the Lease Amendment, the Mayor, the City Comptroller, or the Commissioner of the Department of Aviation is hereby authorized, empowered and directed to do all such acts and to execute all such documents as may be necessary to implement the provisions of the Lease Amendment (as executed).

SECTION 3. The Mayor, the City Comptroller or the Commissioner of the Department of Aviation is further authorized, for and on behalf of the City, to add additional signatories to the Amended and Restated Fueling System Lease between the City and the airlines named therein dated as of January 1, 1985, as amended by the Lease Amendment in substantially the form attached and as hereafter otherwise amended (the "Fueling System Lease"), from time to time as provided in the Fueling System Lease; and from and after the execution and delivery of the Lease Amendment, the Mayor, the City Comptroller, or the Commissioner of the Department of Aviation is hereby authorized, empowered and directed to do all such acts and to execute all such documents (including without limitation counterparts of the Fueling System Lease) as may be necessary or appropriate to evidence the addition of such signatories.

SECTION 4. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this authorizing ordinance are, to the extent of such conflict, hereby superseded.

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

First Amendment to the Amended and Restated Chicago O'Hare International Airport Fueling System Lease attached to this ordinance reads as follows:

First Amendment To The

Amended And Restated

Chicago O'Hare International Airport

Fueling System Lease.

This First Amendment (the "First Amendment"), dated as of January 1, 1990 by and among 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 the corporations listed on the signature pages hereof (collectively, the "Lessees").

Witnesseth:

Whereas, City and each of Air Canada, American Airlines, Inc., Braniff, Inc., Continental Airlines, Inc., Delta Air Lines, Inc., Northwest Airlines, Inc., Ozark Airlines, Inc., Pan American World Airways, Inc., Piedmont Aviation, Inc., Republic Airlines, Inc., USAir, Inc., and United Air Lines, Inc. entered into that certain Amended and Restated Chicago O'Hare International Airport Fueling System Lease, dated as of January 1, 1985 (the "Amended and Restated Lease"), under the terms of which City leased to such airlines as tenants-in-common certain premises at the Airport for the construction, maintenance and operation of an aircraft fueling system; and

Whereas, The Flying Tiger Line, Inc. has merged into Federal Express Corporation; Ozark Airlines, Inc. has merged into Trans World Airlines, Inc.; Piedmont Aviation, Inc. has merged into USAir, Inc.; and Republic Airlines, Inc. has merged into Northwest Airlines, Inc.; and

Whereas, City and the Lessees desire by this First Amendment to amend the Amended and Restated Lease to provide that City may enter into counterparts of the Amended and Restated Lease with certain additional parties;

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

1. Section 1.01 of the Amended and Restated Lease is hereby amended by adding the following definitions:

"Administrative Services Agreement" means that Agreement for Administrative Services, dated January 1, 1985, by and between the Fueling System Lessees and

the Operator, including any amendments, supplements, or substitute agreements thereto."

"International Terminal Area Airline Party' means each person actively engaged in the Air Transportation Business at the Airport who then has an International Terminal Use Agreement in effect with City which has a term that does not expire prior to May 11, 2018."

"International Terminal Agreement' means each International Terminal Use Agreement and Facilities Lease dated as of January 1, 1990, between City and the International Terminal Area Airline Party named therein, as amended and supplemented."

"Operating Agreement' means that Agreement for Maintenance and Operation Services, dated January 1, 1985, by and between the Fueling System Lessees and the Operator, including any amendments, supplements, or substitute agreements thereto."

"Participation Agreement' means that Fueling System Agreement Among Participating Airlines, dated January 1, 1985, between the Fueling System Lessees, including any amendments, supplements, or substitute agreements thereto."

2. The definition of "Fueling System Fees" in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Fueling System Fees' with respect to Lessees other than Lessees that are International Terminal Area Airline Parties, has the meaning set forth in the Airport Use Agreement, and, with respect to Lessees that are International Terminal Area Airline Parties, has the meaning set forth in the International Terminal Use Agreement."

3. The definition of "Lessee" in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Lessee' means each one of the corporations listed on the signature pages to this Lease and, subject to the terms hereof regarding assignment, its successors and assigns. 'Lessee' shall also include any Airline Party or International Terminal Area Airline Party which hereafter executes this Lease as provided in Article XIII."

4. The definition of "Majority-in-Interest," in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Majority-in-Interest' means, during any Fiscal Year, either (a) any six or more Fueling System Lessees which, in the aggregate, paid sixty percent (60%) or more of Fueling System Fees and O. & M. Expenses paid by all Fueling System Lessees for the preceding Fiscal Year, or (b) any numerical majority of Fueling System Lessees which, in the aggregate, paid fifty percent (50%) or more of Fueling System Fees and O. & M. Expenses paid by all Fueling System Lessees for the preceding Fiscal Year. Solely for the purpose of determining a Majority-in-Interest, no airline shall be deemed to be a Fueling System Lessee so long as an Event of Default with respect to such Fueling System Lessee has occurred and is continuing, and the City or the Operator of the Fueling System has given written notice of such Event of Default to such Fueling System Lessee. Whenever the approval of or an action by a Majority-in-Interest is required hereunder, it shall be evidenced in writing by the Airlines' Representative."

5. The definition of "Non-Participant Airline" in Section 1.01 of the Amended and Restated Lease is hereby amended to read as follows:

"Non-Participant Airline' means an airline which has not executed a counterpart of the Participation, Administrative Services, and Operating Agreements."

6. Paragraph (a) of Section 1.04 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"(a) Actions, requests, consents and approvals by Lessees to terminate this Lease shall be deemed taken, made, or given by the Lessees when approved in writing by all of the Lessees. All other actions, requests, consents and approvals by Lessees, including the amending of this Lease and the requesting of City financing, shall be deemed taken, made or given when approved in writing and signed by the Airline's Representative certifying Majority-in-Interest approval."

7. Section 4.02(a) of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"(a) Lessees shall also pay to City Fueling System Fees at such times and in such manner as provided in the Airport Use Agreement or the International Terminal Use Agreement, as the case may be."

8. The second paragraph of Section 4.03 of the Amended and Restated Lease is hereby amended to read as follows:

"The City also acknowledges that Lessees may by separate agreement agree among themselves to a reallocation of Fueling System Fees pursuant to the Participation Agreement; provided, however, that nothing contained herein or in such separate agreement shall be deemed to amend, limit or affect in any respect each Lessee's obligation to pay to the City Fueling System Fees in an amount calculated pursuant to Section 5.08 of such Lessee's Airport Use Agreement or Section 5.13 of such Lessee's International Terminal Use Agreement, as the case may be."

9. Article VII of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"Lessees shall be responsible for and shall perform or cause to be performed, at their own cost and expense, all maintenance and repair, structural or non-structural, of the Fueling System so as to keep the Fueling System in good, safe and slightly operating condition, reasonable wear and tear expected. In the event Lessees fail to perform for a period of thirty (30) days after notice from City so to do, any obligation required by this Article VII to be performed by Lessees, City may enter the Demised Premises involved (without such entering causing or constituting a termination of this Lease or an interference with the possession of the Demised Premises by Lessees) and do all things necessary to perform such obligation, charging to Lessees the cost and expense thereof as an O. & M. Expense of the Fueling System includable in the calculation of the Fueling System Fees under the Airport Use Agreement and the International Terminal Use Agreement, and Lessees agree to pay City such charges in addition to any other amounts payable by Lessees hereunder, and under the Airport Use Agreement or the International Terminal Use Agreement, as the case may be; provided, however, that if Lessees' failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice to Lessees, City may perform such obligation of Lessees, at any time after the giving of such notice and charge to Lessees, and Lessees shall pay, as aforesaid, the cost and expense of such performance."

10. Paragraphs (a) and (b) of Section 11.01 of the Amended and Restated Lease are hereby amended to read as follows:

"(a) Prior to termination by City of the Airport Use Agreement or the International Terminal Use Agreement or both, as the case may be, with respect to a Lessee for failure by such Lessee to pay Fueling System Fees pursuant to Section 24.01(a) of the Airport Use Agreement or Section 18.01(a) of the International Terminal Use Agreement, as the case may be, City shall give notice to the Operator and the Lessees of such Lessee's failure and the Lessees shall have the right, but shall not be obligated, within five (5) business days after receipt of such notice by Operator and Lessees, to remedy such default by payment to the City of the amount due by such Lessee. Such Lessee shall be liable to the Lessees which make such payment for the amount paid plus interest at the rate provided in Section 7.08 of the Airport

Use Agreement or Section 6.07 of the International Terminal Use Agreement, as the case may be. If such default is not remedied and City elects to terminate the Airport Use Agreement or the International Terminal Use Agreement or both, as the case may be, with respect to a Lessee upon the occurrence of such Event of Default or any other Event of Default defined in Section 24.01 of the Airport Use Agreement or Section 18.01 of the International Terminal Use Agreement, as the case may be, or if such Lessee's Airport Use Agreement or International Terminal Use Agreement terminates for any other reason, this Lease shall nevertheless remain in full force and effect with respect to such Lessee. City shall not terminate this Lease with respect to a Lessee for any reason without the consent of the Lessees other than the defaulting Lessee.

(b) Subject to subsection (c) below, any Lessee may terminate this Lease, as it applies to such Lessee, upon the occurrence of any of the events set forth in Section 25.01(a) or (b) of the Airport Use Agreement or Section 19.01(a) or (b) of the International Terminal Use Agreement, as the case may be, and subject to the conditions of Section 25.01 of the Airport Use Agreement or Section 19.01 of the International Terminal Use Agreement, as the case may be, which affect such Lessee's use of the Fueling System."

11. Article XIII of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"City may enter into counterparts of this Lease with any Airline Party or International Terminal Area Airline Party not a party hereto subject to: (a) a written request from the City for the consent of a Majority-in-Interest of the Lessees, which may not be unfairly or unreasonably withheld and (b) the execution by such Airline Party or International Terminal Area Airline Party of a counterpart of the Participation Agreement and counterparts of the Administrative Services Agreement and Operating Agreement between the Fueling System Lessees and the Operator. Such Airline Party or International Terminal Area Airline Party shall for all purposes be deemed a Lessee hereunder effective as of (a) July 1, 1990 upon its execution of a counterpart of such Agreements and a counterpart of this Lease prior thereto, or (b) the first day of January or July, whichever first occurs, following its execution of a counterpart of such Agreements and a counterpart of this Lease if such execution occurs after July 1, 1990."

12. Section 16.03 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"No Lessee may assign or sublet its rights hereunder without the prior written consent of City and the other Lessees except to a person to which such Lessee assigns or sublets its Exclusive Use Premises or any portion thereof, as defined in

and pursuant to the Airport Use Agreement or the International Terminal Use Agreement, as the case may be."

13. Section 16.06 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"If City fails to perform, for a period of thirty (30) days after written notice from Lessees, any obligation required by Article VIII, Lessees, by Majority-in-Interest approval, may perform such obligation of City and City shall pay for the cost to Lessees of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of operations at the Fueling System and Lessees so state in their notice to City, Lessees may perform such obligation of City at any time after the giving of such notice and City shall pay for their costs of such performance; and provided further, that in either event, Lessees shall not deduct any such costs for any amounts due hereunder, under the Airport Use Agreement, or under the International Terminal Use Agreement, as the case may be, or under any other agreement between Lessees and City relating to the Airport. City shall not be liable to Lessees for any loss of revenue to Lessees resulting from any of City's acts, omissions or negligence in connection with its maintenance obligations under this Lease."

14. Section 16.11 of the Amended and Restated Lease is hereby amended to read in its entirety as follows:

"Each Lessee represents and warrants that it either (a) has executed an Airport Use Agreement or an International Terminal Use Agreement, or both, with the City and that such agreements are valid and enforceable as of the date hereof, or (b) is an original signatory to the Prior Lease."

15. The following Section 16.17 is hereby added to the Amended and Restated Lease:

"Section 16.17 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument."

16. This First Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

In Witness Whereof, City has caused this First Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City and its seal to be hereunder affixed and attested by the City Clerk of City, and each Lessee has

caused this First Amendment to be executed on its behalf by its authorized representatives.

Attest:

City of Chicago

City Clerk

By: _____

Mayor

Approved:

Department of Aviation

Comptroller

By: _____

Commissioner

Approved as to form and legality:

Corporation Counsel

Attest:

Trans World Airlines, Inc.

Secretary

By: _____

Title: _____

Attest:

United Air Lines, Inc.

Secretary

By: _____

Title: _____

Attest:

USAir, Inc.

Secretary

By: _____

Title: _____

Attest:

Air Canada

Secretary

By: _____

Title: _____

Attest:

American Airlines, Inc.

Secretary

By: _____

Title: _____

Attest:

Continental Airlines, Inc.

Secretary

By: _____

Title: _____

Attest:

Delta Airlines, Inc.

Secretary

By: _____

Title: _____

Attest:

Eastern Air Lines, Inc.

Secretary

By: _____
Title: _____

Attest:

Northwest Airlines, Inc.

Secretary

By: _____
Title: _____

Attest:

Pan American World Airways, Inc.

Secretary

By: _____
Title: _____

Attest:

Federal Express Corporation

Secretary

By: _____
Title: _____

COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.

REPROGRAMMING OF YEAR XV COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDS FROM NEIGHBORHOOD HEALTH
CENTRAL MANAGEMENT PROGRAM TO LEAD
PAINT AND IDENTIFICATION PROGRAM
WITHIN DEPARTMENT OF HEALTH.

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

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed ordinance authorizing the reprogramming of Year XV Community Development Block Grant funds from the Neighborhood Health Central Management Program to the Lead Paint and Identification Program within the Department of Health, in the amount of \$16,009.00, 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on December 6, 1989, which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$25,000 appropriations for any object or purpose set forth in the Community Development Block Grant Ordinance or allocation from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,095,481 of Year XV Community Development Block Grant funds for the Department of Health Lead Paint Identification and Abatement Program; and

WHEREAS, The Commissioner of the Department of Health requests that \$16,009 in C.D. Year XV funds be reprogrammed from the Neighborhood Health Central Management Program (activity number, 382-41-2510-.0005) to the Lead Paint and Identification Program (activity number 382-41-2555-.0005, .0044) to offset increased costs, including \$8,523 in salaries and \$7,486 in fringe benefits, due to the Department's inability to meet its C.D. Year XV turnover in the Lead Program; now, therefore,

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

SECTION 1. The sum of \$8,523 in Community Development Block Grant funds be reprogrammed from the Neighborhood Health Central Management Program to the C.D.B.G. Year XV Chicago Department of Health Lead Paint Identification and Abatement Program budget of the Department of Health Salaries and Wages on Payroll (382-41-2555-.0005) account and \$7,486 to the Fringe Benefits (382-41-2555.0044) account to offset increased costs due to the Department's inability to meet its C.D. Year XV turnover in the Lead Program. This revision will increase total C.D.B.G. Year XV funding for this Program from \$1,095,481 to \$1,111,490.

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

AMENDMENT OF YEAR XI COMMUNITY DEVELOPMENT BLOCK
GRANT ORDINANCE, AS AMENDED, BY TRANSFERRING
FUNDS NECESSARY TO ACQUIRE LAND FOR
UPTOWN BRANCH LIBRARY.

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

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the Year XI Community Development Block Grant Ordinance, as amended, authorizing the transfer of funds necessary for land acquisition for the Uptown Branch Library, in the amount of \$242,000, 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) 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on December 6, 1989 which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$25,000 for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$2,150,000 of Year XI Community Development Block Grant funds for the Department of Public Works Uptown Branch Library construction project; and

WHEREAS, The Department of Public Works requests that \$242,000 be transferred from the Permanent Improvements Account .0540 to the Land Acquisition Account .0620 to provide for the purchase of land at the designated library site; now, therefore,

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

SECTION 1. The sum of \$242,000 from Community Development Block Grant funds be transferred from the Permanent Improvements Account .0540 to the Land Acquisition Account .0620 within the C.D.B.G. Year XI Uptown Branch Library construction budget for the purpose of purchasing property at the designated library site. This change will not effect the total amount of funds allocated to this budget.

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

AMENDMENT OF YEAR XVI COMMUNITY DEVELOPMENT BLOCK
GRANT ORDINANCE, AS AMENDED, BY ESTABLISHING
ACCOUNTS NECESSARY FOR OPERATION OF
ROSELAND NEIGHBORHOOD
HEALTH CENTER.

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

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the Year XVI Community Development Block Grant Ordinance, as amended, authorizing the establishment of accounts for the operation of the Roseland Neighborhood Health Center, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City Council") passed an ordinance on December 6, 1989 which set forth the procedures for the Community Development Block Grant Program requiring that the City shall not reprogram fund in excess of \$25,000 appropriations for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$1,276,726 of Year XVI Community Development Block Grant funds for the Roseland Neighborhood Health Center; and

WHEREAS, The Commissioner of the Chicago Department of Health is requesting to provide a line item budget for the \$1,276,726 C.D. Year XVI funding appropriated for the Roseland Neighborhood Health Center to provide health care for the constituents of the Roseland Community (Activity Number 325-41-1005-2563-0140); now, therefore,

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

SECTION 1. The Community Development Block Grant Year XVI Budget is hereby amended to provide a line item budget for the Roseland Neighborhood Health Center (Activity Number 325-41-1005-2563-0140), by striking the words and figures indicated and inserting the words and figures indicated, as follows:

Amendments To The C.D.B.G. Year XVI Ordinance.

325 -- Community Development Block Grant

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Health -- 41-1005		
		Roseland Neighborhood Health Center -- 2563		
	.0140	Professional and Technical Services	\$1,276,726	\$212,601
	.0005	Salaries and Wages -- on Payroll		
	.0015	Schedule Salary Adjustments		
	.0044	Fringe Benefits		253,273
	.0091	Uniform Allowance		3,800
	.0126	Office Conveniences		808
	.0150	Publication and Reproduction -- Outside Services to be Expended with the Prior Approval of the Director of Graphics and Reproduction Center		1,486
	.0151	Publication and Reproduction -- In House Services		3,337
	.0154	For the Rental and Maintenance of Data Processing, Office Automation and Data Communication Hardware		539
	.0159	Lease/Purchase Agreements for Equipment and Machinery		1,276

Page	Code	Department And Item	Strike		Insert	
			No.	Amount	No.	Amount
	.0162	Repair and Maintenance of Equipment			\$	6,062
	.0186	Telephone -- Equipment and Lease Charges				847
	.0189	Telephone -- Non-Centrex Billing				11,653
	.0338	License Stickers, Tags and Plates				420
	.0340	Material and Supplies				2,205
	.0342	Drugs, Medical and Chemical Materials and Supplies				43,350
	.0343	X-Ray Supplies				6,664
	.0350	Stationery and Office Supplies				4,766
		Roseland Neighborhood Health Center -- 3563				
	3782	Nurse Clinician			2	26,172
	3750	Clinic Nurse			1	33,420
	3750	Clinic Nurse			4	22,608
	3746	Supervising Clinic Nurse			1	35,112
	3611	Nurse's Aide			1	15,360
	3611	Nurse's Aide			2	12,132
	3574	Social Worker Assistant			1	19,620
	3369	Physician Specialist			4,080H	34.25H
	3167	Medical X-Ray Tech I			1	17,796
	3133	Medical Technologist I			1	27,624
	3133	Medical Technologist I			1	20,556

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
	3118	Pharmacy Helper		1 \$14,652
	3117	Pharmacist		1 27,624
	0669	Remote Terminal Operator		2 14,652
	0550	Medical Record Technician		1 14,652
	0431	Clerk IV		1 21,636
	0431	Clerk IV		1 18,708
	0430	Clerk III		1 18,708
	0429	Clerk II		1 21,636
	0429	Clerk II		5 13,368
	0301	Administrative Assistant I		1 17,796
		Turnover		\$4,185

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

AUTHORIZATION FOR TRANSFER OF YEAR 1990 FUNDS
FROM CORPORATE FUND-FINANCE GENERAL TO
DEPARTMENT OF HEALTH FOR OPERATION
OF ROSELAND NEIGHBORHOOD
HEALTH CENTER.

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

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1990 from the Corporate Fund-Finance General to the Department of Health necessary for the operation of the Roseland Neighborhood Health Center, in the amount of \$120,000, 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) 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, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

Corporate Fund -- Finance General

Purpose	Fund	Code Department	Account	Amount
Cost of Claims and Administration for Hospital and Medical Care Provided to Eligible Employees	100	99-1005	0042	\$120,000.00

TO:

Department of Health

Purpose	Fund	Code Department	Account	Amount
Professional and Technical Services	100	41-1005	0140	\$120,000.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Department of Health during the year 1990.

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

INSTALLATION OF WATER MAINS AT
VARIOUS LOCATIONS.

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

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration eighteen 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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 is not a part of the order):

Portion Of North Albany Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Albany Avenue, from West Franklin Boulevard to the C. & N.W. Railroad: 525 feet of 8-inch ductile iron water main, at the total estimated cost of \$84,709.00 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-00929.

Portion Of North Avers Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,358 feet of 8-inch ductile iron water main in North Avers Avenue, from West School Street to West Cornelia Avenue, at a total estimated cost of \$211,684.33 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00939.

Portion Of North Bell Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Bell Avenue, from West North Avenue to 612 feet north of the north line of West North Avenue: 649 feet of 8-inch ductile iron water main, at the total estimated cost of \$110,041.35 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00945.

Portion Of South Central Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Central Avenue, from West 63rd Street to West 61st Street: 1,197 feet of 8-inch ductile iron water main, at the total estimated cost of \$229,534.18 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00881.

Portion Of West Glenlake Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Glenlake Avenue, from North Clark Street to North Glenwood Avenue: 1,310 feet of 8-inch ductile iron water main, at the total estimated cost of \$233,849.00 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-00932.

Portion Of South Green Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Green Street, from West 65th Street to West Marquette Road: 1,340 feet of 8-inch ductile iron water main, at the total estimated cost of \$299,980.00 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-00933.

Portion Of South Hoyne Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Hoyne Avenue, from West 95th Street to West 97th Street: 1,331 feet of 8-inch ductile iron water main, at the total estimated cost of \$216,037.00 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-00918.

Portion Of South Langley Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Langley Avenue, from East 73rd Street to East 75th Street: 1,400 feet of 8-inch ductile iron water main, at the total estimated cost of \$241,265.00 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-00938.

Portion Of North Maplewood Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Maplewood Avenue, from West Chicago Avenue to West Iowa Street: 662 feet of 8-inch ductile iron water main, at the total estimated cost of \$97,862.69 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00940.

Portion Of North Monticello Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,293 feet of 8-inch ductile iron water main in North Monticello Avenue, from West Wabansia Avenue to West Cortland Street, at a total estimated cost of \$217,523.85 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00941.

Portion Of North Rockwell Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,317 feet of 8-inch ductile iron water main in North Rockwell Street, from West Ardmore Avenue to West Bryn Mawr Avenue, at a total estimated cost of \$217,180.70 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00926.

Portion Of North St. Louis Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,329 feet of 8-inch ductile iron water main in North St. Louis Avenue, from West Fullerton Avenue to West Wrightwood Avenue, at a total estimated cost of \$198,805.33 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00925.

*Portion Of North Sheffield Avenue And
West Roscoe Street.*

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Sheffield Avenue, from West Addison Street to West Roscoe Street; and in West Roscoe Street, from North Sheffield Avenue to North Clark Street: 1,564 feet of 8-inch ductile iron water main, at the total estimated cost of \$369,285.00 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-00917.

Portion Of North Sheffield Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Sheffield Avenue, from West Armitage Avenue to West Willow Street: 1,560 feet of 8-inch ductile iron water main, at the total estimated cost of \$270,143.00 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-00937.

*Portions Of North Surrey Court And
West Lill Avenue.*

Ordered, That the Commissioner of Water is hereby authorized to install 808 feet of

8-inch ductile iron water main in North Surrey Court, from West Altgeld Street to West Lill Avenue; and in West Lill Avenue, from North Surrey Court to North Racine Avenue, at a total estimated cost of \$129,633.48 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00870.

Portion Of West Thomas Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,309 feet of 8-inch ductile iron water main in West Thomas Street, from North California Avenue to North Rockwell Street, at a total estimated cost of \$229,338.86 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00934.

Portion Of South Yale Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Yale Avenue, from West 121st Street to West 122nd Street: 647 feet of 8-inch ductile iron water main, at the total estimated cost of \$123,689.00 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-00930.

Portion Of East 54th Street.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 54th Street, from South Woodlawn Avenue to South Kenwood Avenue: 880 feet of 8-inch ductile iron water main, at the total estimated cost of \$166,146.00 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-00904.

COMMITTEE ON BUILDINGS.

**AMENDMENT OF MUNICIPAL CODE BY ADDING NEW
CHAPTER 39.1 ENTITLED "REGISTRATION
OF MULTIPLE DWELLINGS".**

The Committee on Buildings submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on April 6, 1990) to amend the Municipal Code of Chicago by adding in proper numerical sequence a new Chapter 39.1 entitled Registration of Multiple Dwellings, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, as amended, which was transmitted herewith.

The recommendation was concurred in by all of the members of the committee with no dissenting votes.

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

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

Nays -- Aldermen Cullerton, Laurino -- 2.

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 under the Illinois Constitution and as such may exercise any power or perform any function relating to its government and affairs; and

WHEREAS, The City of Chicago has a large number of multiple dwellings within its corporate limits which house many residents of the City of Chicago; and

WHEREAS, The health, safety, and welfare of the occupants of multiple dwellings is best served by the City of Chicago maintaining a record of certain information regarding the ownership and operation of multiple dwellings to ensure effective and prompt compliance with the provisions of the Building Code and other municipal ordinances; and

WHEREAS, It is in the best interests of the City of Chicago and tenants to provide the owners of multiple dwellings with prompt notice of emergencies and of violations of the building and fire codes and related ordinances; and

WHEREAS, To maintain the public health, safety and welfare of its citizens by effective code enforcement, the City needs to require that property ownership information be readily available; now, therefore,

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

SECTION 1. The Municipal Code of Chicago be and hereby is amended by adding thereto in proper numerical sequence a new Chapter 39.1, entitled "Registration of Multiple Dwellings" to read as follows:

39.1-1 Definitions.

For the purpose of this chapter, unless the context requires otherwise, the following terms shall be construed as herein defined:

(a) "Building" shall mean a structure, or part thereof, enclosing space designed or used for four (4) or more family units, or designed or used for sleeping accommodations, other than family units, for ten (10) persons or more, not including buildings licensed under Chapter 137 of the Municipal Code of Chicago;

(b) "Code" shall mean Chapters 13, 13.1, 17, 39 to 92 inclusive, 96, 99, 125, 129, 129.1, 130.9 and 194A of the Municipal Code of Chicago; and additionally, any other provisions of the Municipal Code of Chicago establishing or relating to construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards that are applicable to buildings;

(c) "Mortgage" shall mean any consensual interest or consensual lien created by a written instrument which grants or retains an interest in realty to secure a debt or other obligation. Real estate installment sales contracts shall be deemed mortgages for the purposes of this chapter; and

(d) "Owner" shall mean the legal title holder or holders of the realty, except, (1) if legal title is held by an Illinois Land Trust, owner shall mean the beneficial owner or owners of the Trust; and (2) if there is a purchaser or purchasers under a real estate installment sales contract, owner shall mean the purchaser or purchasers. The singular shall include the plural throughout. For the purpose of Section 39.1-3(a) the owner shall mean the legal title holder(s), beneficial owner(s) and contract purchaser(s) of the realty.

39.1-2 Exemption Of Condominiums And Cooperatives.

Buildings subject to the Illinois Condominium Property Act and cooperative buildings shall be exempt from the provisions of this chapter, unless a person, partnership, trust or corporation, directly or indirectly, owns or controls fifty percent (50%) or more of the condominium units or fifty percent (50%) or more of the voting power in the condominium association as defined by the condominium declaration, or fifty percent (50%) or more of the voting power in the cooperative as defined by the agreement establishing the cooperative. Indirect ownership or control includes ownership or control by spouses (unless legally separated or divorced), children or adopted children; ownership of fifty percent (50%) or more of the stock of a corporation which owns an interest in the realty and ownership of a proportionate interest in a partnership or trust which owns an interest in the realty. For purposes of this section, a cooperative building is defined as a multiple dwelling complex owned by a cooperative corporation, stock in which affords the owner thereof the right to possess or occupy a particular family unit allocated to that stock within the complex. This right of possession or occupancy is granted through a proprietary lease or similar arrangement, and, unlike the owner of a condominium, the owner of the cooperative stock does not hold legal title to his or her individual family unit.

39.1-3 Registration Required.

The owner or owners of any building shall file a registration statement for each such building with the Department of Buildings on forms provided by the Department of Buildings for such purpose. Any such registration statement shall be deemed prima facie proof of the statements therein contained in any administrative enforcement proceeding or court proceeding instituted by the city against the owner or owners of the building. The registration statement shall include the following information:

(a) The name, street address and telephone number of each owner of the building. If the owner is a partnership, corporation, or voluntary unincorporated association, the

statement shall further include the name, street address, telephone number and position of a responsible partner or officer. If the owner is a corporation, the statement shall further include the name, street address and telephone number of the registered agent thereof.

(b) The name, street address and telephone number of a natural person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of such owner or owners in connection with the enforcement of this code. This person must maintain an office in Cook County, Illinois or must actually reside within Cook County, Illinois. An owner who is a natural person and who meets the requirement of this subsection as to location of residence or office may designate himself as agent.

(c) The name, street address and telephone number of the owner's agent for the purpose of managing, controlling or collecting rents and any other person not an owner who is controlling such building, if any.

(d) The name, street address and telephone number of each lending institution or party holding a mortgage on the property, if any.

(e) The street address and property index number(s) of the building, and the number of family units therein.

For purposes of this section, a post office box does not suffice as an address.

39.1-4 Time For Registration.

The owner of a building shall register the building with the Department of Buildings no later than February 1st of each year and shall pay an annual registration fee of ten dollars (\$10.00) for each building so registered at the time the owner files the annual registration statement. The registration fee shall not be prorated. The owner(s) shall certify to the Department of Buildings that the information provided on the registration statement is true and correct.

All owners whose buildings are licensed under the provisions of Chapters 136 and 137.1 of the Municipal Code of Chicago, and all eleemosynary, religious, educational, benevolent or charitable associations and all governmental agencies shall file the registration statement required under this chapter but shall be exempt from the payment of the fee for the same.

Upon registration, and payment of the fee if applicable, the Building Commissioner shall issue a certificate of registration to the owner which shall certify that the owner has registered the building in compliance with Section 39.1-3 of this chapter.

Upon demonstration by an owner that the building is not required to register under the provisions of these sections, the Building Commissioner shall issue a waiver of registration.

39.1-5 Amended Registrations.

The owner of a building required to register with the Department of Buildings under Section 39.1-3 of this chapter shall notify the Department of Buildings, within twenty (20) business days, of any change in the registration information by filing an amended registration statement on a form provided by the Department of Buildings for such purpose. There shall be no additional fee for filing an amended registration statement.

39.1-6 Registration Records.

The Building Commissioner shall maintain the building registration records. These records shall consist of the registration information obtained under Sections 39.1-3 through 39.1-5 of this chapter. This information is solely and exclusively gathered and maintained by the City of Chicago for administrative enforcement proceedings and law enforcement purposes. This information, with the exception of information provided in response to Section 39.1-3(c) of this chapter, shall be held as confidential information not open to the public and shall be exempt from public disclosure under the Illinois Freedom of Information Act pursuant to Ill. Rev. Stat., Ch. 116, Sections 207(b) and 207(c), and shall only be provided to authorized city officials and employees and their agents. Notwithstanding anything to the contrary herein, the Building Commissioner may, upon written request, disclose whether a building is registered under the provisions of Section 39.1-3 and, if not registered, whether a waiver of registration has been issued for that building.

39.1-7 Enforcement.

(a) The Building Commissioner shall enforce the provisions of this chapter and, in addition to any other remedies provided by law including institution of proceedings in the Code Enforcement Bureau of the Department of Buildings, may apply to the Corporation Counsel for prosecution of owners who fail to comply.

(b) The Building Commissioner may refuse to issue any permits(s) required under this code for any construction, alteration, installation, razing or other work done in or on any building as defined in Section 39.1-1(a), of this chapter, or any certificate of occupancy required under this code for such a building, unless the owner(s) or other applicant for such permit(s) or certificate(s) presents either a current certificate of registration or a waiver of registration for the building.

(c) The Director of Revenue shall issue no Transaction Tax Stamps for a transaction involving a building as defined in Section 39.1-1(a) of this chapter unless the grantee or purchaser presents either a current certificate of registration or a waiver of registration for the building.

39.1-8 Penalties.

(a) Each day that any building is not registered in accordance with the provisions of Section 39.1-3 through 39.1-4 of this chapter shall constitute a separate and distinct offense.

(b) In addition to any of the penalties provided in this chapter, any person committing an offense under Section 39.1-8(a) of this chapter shall, upon conviction thereof, be fined not less than \$50.00 nor more than \$200.00 for the first offense, and not less than \$100.00 nor more than \$300.00 for the second and each subsequent offense in any 180-day period.

(c) The intentional submission of false information on a registration statement or an amended registration statement filed pursuant to Sections 39.1-3 through 39.1-5 of this chapter shall be an offense punishable by a fine of not less than \$100.00 nor more than \$500.00. Each day that such information remains uncorrected by the owner(s) shall constitute a separate and distinct offense.

39.1-9 Notice Of Code Violations.

By designating an authorized agent under the provisions of Section 39.1-3(b) the owner is consenting to receive any and all notices of code violations concerning the registered building and all process in any court proceeding or administrative enforcement proceeding brought to enforce code provisions concerning the registered building by service of the notice or process on the authorized agent.

(a) Any owner who has designated an authorized agent under the provisions of Section 39.1-3(b) shall be deemed to consent to the continuation of that agent's designation for the purposes of this chapter until the owner notifies the Department of Buildings of a change of authorized agent pursuant to Section 39.1-5 or until the owner files a new annual registration statement pursuant to Section 39.1-4.

(b) Any owner who fails to register a building under the provisions of Sections 39.1-3 through 39.1-5 of this chapter, shall further be deemed to consent to receive, by posting at the building, any and all notices of code violations concerning the building.

39.1-10 Severability.

If any section, subsection, paragraph, sentence, clause or word of this ordinance shall be held to be invalid, either on its face or as applied, the invalidity of such provision shall not affect the other sections, subsections, paragraphs, sentences, clauses or words of this ordinance, and the applications thereof; and to that end the sections, subsections, paragraphs, sentences, clauses and words of this ordinance shall be deemed severable.

SECTION 2. Owners of buildings shall have ninety (90) days to register initially with the Department of Buildings after this ordinance comes into full force and effect.

SECTION 3. This ordinance shall be in full force and effect sixty (60) days after passage and publication.

AMENDMENT OF MUNICIPAL CODE BY ADDITION OF NEW
CHAPTER 13.1 ENTITLED "CODE ENFORCEMENT
BUREAU OF THE DEPARTMENT
OF BUILDINGS".

The Committee on Buildings submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on April 6, 1990) to amend the Municipal Code of Chicago by adding in proper numerical sequence a new Chapter 13.1 entitled Code Enforcement Bureau of the Department of Buildings, begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by all the members of the committee with no dissenting votes.

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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 under the Illinois Constitution and as such may exercise any power or perform any function relating to its government and affairs; and

WHEREAS, The State of Illinois has provided for the establishment of a Code Enforcement Bureau by a municipality that adopts Division 31.1 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City of Chicago has a large number of buildings and other structures within its corporate limits; and

WHEREAS, It is in the best interests of the health, safety, and welfare of the residents of the City of Chicago, and occupants of the aforementioned buildings, that the City of Chicago promptly and effectively enforce its building, electrical and fire regulations and minimum standards of living and working conditions; and

WHEREAS, It is in the best interests of the owners of the aforementioned structures to have a prompt and fair hearing concerning possible code violations; and

WHEREAS, To maintain the public health and safety of its citizens by effective code enforcement, the City of Chicago requires that any such code violations be remedied as quickly as possible; now, therefore,

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

SECTION 1. The Municipal Code of Chicago be and hereby is amended by adding thereto in proper numerical sequence a new Chapter 13.1, entitled "Code Enforcement Bureau of the Department of Buildings" to read as follows:

13.1-1 Definitions.

As used in this chapter, unless the context requires otherwise:

(a) "Code" shall mean the provisions of Chapters 13, 39 to 92 inclusive, 96, 99, 125, 129, 129.1 and Article IIA of Chapter 17 of the Municipal Code of Chicago; and additionally, any other provisions of the Municipal Code of Chicago establishing or relating to construction, plumbing, heating, electrical, fire prevention, sanitation or other health and safety standards, which are administered or enforced by the Department of Buildings, that are applicable to structures, with the exception of those provisions which by their terms are to be under the exclusive supervision of any department or officer of the City other than the Department of Buildings or the Building Commissioner;

(b) "Building Inspector" shall mean an employee of the City whose duties include the inspection or examination of buildings or other structures in Chicago to determine if code violations exist;

(c) "Building Owner" shall mean: 1) the legal title holder or holders of the realty containing a building or other structure; 2) the beneficial owner or owners of an Illinois Land Trust if legal title is held by such a Trust; 3) the purchaser under any real estate installment sales contract if such a contract exists; 4) any person or entity registered as an owner pursuant to Chapter 39.1 of the Municipal Code of Chicago; or 5) a person who contracts with the federal government or any of its agencies, including without limitation the Department of Housing and Urban Development, to care for vacant residential real estate;

(d) "Hearing Officer" shall mean an employee, agent or officer of the City appointed by the Building Commissioner, other than a building inspector or law enforcement officer, whose duties include, without limitation:

(1) presiding at an administrative hearing to determine whether or not a code violation exists;

(2) administering oaths, hearing testimony and accepting evidence from the building owner, witnesses and interested parties relevant to the existence of a code violation;

(3) preserving and authenticating the transcript and record of the hearing and all exhibits and evidence introduced at the hearing; and

(4) issuing and signing written findings and decisions stating whether code violations exist, and ordering remedies and penalties.

(e) "Parties" shall mean the building owner and the City of Chicago.

13.1-2 Code Enforcement Bureau Of The Department Of Buildings.

There is hereby created a Code Enforcement Bureau within the Department of Buildings which shall expedite the prosecution and correction of code violations in the manner set forth in this chapter. The provisions of Division 31.1 of Article 11 of the Illinois Municipal Code are hereby adopted and incorporated into this chapter as if fully set forth herein.

13.1-3 Code Hearing Procedure Not Exclusive.

Institution of code hearing proceedings under this chapter shall not preclude the City and/or the Department of Buildings from seeking any remedies for code violations through the use of any other administrative procedure or court proceeding.

13.1-4 Instituting Code Hearing Proceedings.

When a building inspector finds a code violation while inspecting a building or other structure, he shall note the violation or violations on a multiple copy violation notice and report form, indicating the name and address of the building owner, the type and nature of each violation, the date and time the violation is observed, the names of any witnesses to the violation, and the address of the building or other structure where the violation was observed. The violation notice and report form shall be forwarded by the building inspector to the Code Enforcement Bureau where a docket number shall be stamped on all copies of the form and a hearing date noted in the blank spaces provided for that purpose on the form. The hearing date shall not be less than thirty (30) nor more than forty (40) days after the violation is reported by the building inspector. The Code Enforcement Bureau shall maintain a docket of scheduled hearings which shall be open for public inspection, and copying for a reasonable fee, during normal business hours. One copy of the violation notice and report form shall be maintained in the files of the Code Enforcement Bureau and shall be part of the record of the hearing and one copy shall be returned to the building inspector.

13.1-5 Notice To Building Owner.

One copy of the violation notice and report form shall be served by first class mail on the building owner, along with a summons commanding the owner to appear at the hearing. The violation notice and report form or the summons shall indicate the applicable sanctions for a proven violation, and that the failure of the owner or the owner's representative to appear at the hearing may result in a finding that the owner is in default and that the hearing shall proceed in the absence of the owner or the owner's representative. Mailing to the owner at the address registered with the City pursuant to

Chapter 39.1 of the Municipal Code of Chicago shall be adequate service. If no owner is registered under Chapter 39.1 of the Municipal Code of Chicago for a building subject to the registration requirements contained in Chapter 39.1, or if the name or address of the owner of a building or structure not subject to the registration requirements contained in Chapter 39.1 cannot be ascertained, or if service on the owner cannot be made by mail, service may be made on the owner by posting or nailing a copy of the violation notice and report form on the front door of the building or other structure where the violation is found, or if the structure has no doors by posting or nailing a copy of the form in a prominent place upon the structure where the violation is found, not less than twenty (20) days before the scheduled date of the hearing.

13.1-6 Subpoenas.

At any time prior to the hearing date the hearing officer assigned to hear the case may, at the request of either party or the representative for either party, issue subpoenas directing witnesses to appear and give testimony at the hearing.

13.1-7 Default.

If at the time of the hearing the owner or representative of the owner fails to appear, the hearing officer may find the owner in default and shall proceed with the hearing and accept evidence relevant to the existence of a code violation and conclude with a finding, decision and order.

13.1-8 Inspector's Report.

The building inspector's signed violation notice and report form shall be prima facie evidence of the existence of the code violations described therein.

13.1-9 Continuances.

No continuances shall be authorized by the hearing officer in proceedings under this chapter except where absolutely necessary to protect the rights of the parties. Lack of preparation for the hearing shall not be grounds for a continuance. Any continuance authorized by a hearing officer under this section shall not exceed twenty-five (25) days.

13.1-10 Representation At Hearings.

The case for the City may be presented by the building inspector, by any other City employee or by an attorney designated by the City, except that in no event shall the case for the City be presented by an employee of the Code Enforcement Bureau. The case for the building owner may be presented by the owner, or by his attorney, or by another representative or agent presenting a written authorization to represent signed by the owner.

13.1-11 Hearing.

All hearings shall be open to the public. The hearing officer shall preside at the hearing, shall administer the oath to all witnesses, shall hear testimony and accept any evidence relevant to the existence or non-existence of code violations in the building or other structure indicated. All parties shall have the right to present testimony and to cross-examine witnesses. Prior to the issuance by the hearing officer of an order to correct a violation or an order imposing sanctions and/or costs, a building inspector who has conducted an inspection of the building or other structure must be made available for cross-examination at the hearing. Parties and witnesses may be questioned by the hearing officer, if necessary, to ensure clarity and completeness of the record.

13.1-12 Evidence.

The strict rules of evidence applicable to judicial proceedings shall not apply to hearings under this chapter. Evidence may be admitted if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs. Official notice may be taken of all matters of which the Circuit Courts of this State may take judicial notice.

13.1-13 Record Of Hearing.

A record shall be kept of all hearings under this chapter. The Code Enforcement Bureau shall be the official custodian of these records. The record of each hearing shall include: 1) a record of the testimony presented at the hearing, which may be made by tape recording or other appropriate means; 2) a copy of the violation notice and report form; and 3) a copy of the findings, decision and order of the hearing officer.

13.1-14 Findings, Decision, And Order.

At the conclusion of the hearing, the hearing officer shall make a determination on the basis of the evidence presented at the hearing whether or not a code violation exists. The determination shall be in writing and shall be designated as the findings, decision and

order. The findings, decision and order shall include the hearing officer's findings of fact, a decision whether or not a code violation exists based upon the findings of fact, and an order, ordering the owner to correct the violation, or dismissing the case in the event the violation is not proved. If code violations are proved, the order may also impose the sanctions that are provided in the code for the violations proved, including the imposition of fines. Payment of any fine or other sanction and the disposition of fine money shall be in the same manner as provided for other fines imposed pursuant to the code. However, if the hearing officer finds that the owner has already begun to correct the violations proved, he may schedule a separate hearing on the imposition of the fines or other sanctions for a date no later than thirty (30) days after the date of the findings, decision and order, unless the hearing officer finds that good cause has been shown that a longer period is necessary. The hearing officer may request a reinspection of the building or other structure by a building inspector to verify code compliance and the extent of any repairs of the violations.

13.1-15 Costs.

If the hearing officer determines that a code violation exists, the order may also include the recovery of the costs of the proceeding from the owner, which costs shall be enforced in like manner as the enforcement of fines.

13.1-16 Interest.

Interest on any fine shall accrue at the rate set for interest upon judgments.

13.1-17 Notice Of Findings, Decision, And Order.

The owner shall be served a copy of the findings, decision and order together with an explanation of the appeal process, within five (5) days after it is issued, by personal service or any method provided for service in Section 13.1-5 of this chapter.

13.1-18 Review Under The Administrative Review Law.

The findings, decision and order of the hearing officer under this chapter shall be subject to review in the Cook County Circuit Court under the provisions of the Administrative Review Law.

13.1-19 Sanctions Applicable To Owner -- Property.

(a) The order to correct a code violation and any sanctions and/or costs imposed by the hearing officer as the result of a finding of a code violation shall attach to the property as well as to the owner of the property so that a finding of a code violation against one owner cannot be avoided by conveying or transferring the property to another owner. Any subsequent transferee or owner of property takes subject to the findings, decision and order of a hearing officer under this chapter if a notice consisting of a copy of the order to correct a code violation and imposing any sanctions and/or costs, and a description of the real estate affected sufficient for the identification thereof, has been filed in the office of the Recorder or the office of the Registrar of Titles in Cook County by the Building Commissioner or the Corporation Counsel prior to the transfer or conveyance to the subsequent transferee or owner.

(b) Any fine, other sanction or costs imposed, or part of any fine, other sanction or costs imposed remaining unpaid after the exhaustion of, or the failure to exhaust, judicial review procedures shall be a debt due and owing the City and, as such, may be collected in accordance with applicable law. Any subsequent owner or transferee of property takes subject to this debt if a notice has been filed pursuant to subsection (a) herein.

(c) Nothing in this section shall prevent the City from enforcing or seeking to enforce any order of a hearing officer in any manner which is in accordance with applicable law.

13.1-20 Code Violations By Certain Persons Concerning Vacant Residential Real Estate.

(a) A person who contracts with the federal government or any of its agencies, including without limitation the Department of Housing and Urban Development, to care for vacant residential real estate shall be responsible for maintaining the property to prevent and correct code violations.

(b) A person who violates this section shall be subject to the findings, decision and order of the hearing officer as provided in this chapter.

(c) The Building Commissioner may apply to the Corporation Counsel for prosecution of persons who intentionally violate this section. A person who intentionally violates this section is guilty of a business offense and shall be fined not less than \$501 and not more than \$1,000.

13.1-21 Rights Of Occupants.

No action for eviction, abatement of a nuisance, forcible entry and detainer or other similar action, including but not limited to increase of rent, decrease of services and refusal to renew a lease, shall be threatened or instituted against an occupant of a

building or other structure because such occupant has in good faith agreed to testify or testified at a code enforcement hearing or has complained of a code violation to the landlord, to a government agency, public official or elected representative, or to a community organization or news medium. Nothing in this section shall be construed to limit any rights or defenses available to tenants or other occupants under other City ordinances or applicable law.

13.1-22 Defenses To Code Violations.

It shall be a defense to a code violation charged under this chapter if the owner, his attorney, or any other agent or representative proves to the hearing officer's satisfaction that :

(a) The code violation alleged in the notice does not in fact exist, or at the time of the hearing the violation has been remedied or removed;

(b) The code violation has been caused by the current building occupants and that in spite of reasonable attempts by the owner to maintain the building free of such violations, the current occupants continue to cause the violations;

(c) An occupant or resident of the building has refused entry to the owner or his agent to all or a part of the building for the purpose of correcting the code violation.

13.1-23 Rules And Regulations.

The Building Commissioner may promulgate rules and regulations for the operations of the Code Enforcement Bureau consistent with the requirements of this chapter. Such rules and regulations shall be published and shall be kept on file in the office of the Building Commissioner where they will be open to public inspection and copying, for which a reasonable fee may be charged, during normal business hours.

13.1-24 Severability.

If any provision, clause, sentence, paragraph, section or part of this chapter or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof already involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

SECTION 2. Chapter 13 of the Municipal Code of Chicago be and hereby is amended by deleting from Section 13-4.1(b) the language appearing in brackets to read as follows:

(b) To establish a compliance procedure to determine whether violations have been corrected. [If such violation or violations have not been corrected within thirty days from date of first inspection showing such violation or violations to have existed, a request for prosecution shall be forwarded to the Corporation Counsel; provided, however, that if within said thirty days the person subject to prosecution shall have presented an executed contract for the completion of the work necessary to correct such violation or violations and shall have obtained all permits required by this code, prosecution may be withheld for a period not to exceed forty-five days.]

SECTION 3. This ordinance shall be in full force and effect sixty (60) days after passage and due publication.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred on January 13, 1989 and on subsequent dates sundry claims for property, vehicle damage and various permit and license refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicles.

*Department Of Streets And Sanitation:
Bureau Of Electricity
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Frank I. Reinschreiber 6171 North Sheridan Road Apartment 1801 Chicago, Illinois 60660	12/20/88 7000 North Sheridan Road	\$1,300.00
Kenneth Hoeh 3124 North Menard Avenue Chicago, Illinois 60634	5/23/89 2300 North Seminary Avenue	383.68

Name And Address	Date And Location	Amount
Harry Bisbis 740 West Schubert Avenue Chicago, Illinois 60614	2/1/89 740 West Schubert Avenue	\$874.40

Damage to Vehicles.

*Department Of Police:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Thomas A. Snitzer c/o Bennett/Snitzer, Incorporated 820 North Orleans Street Suite 400 Chicago, Illinois 60610	12/4/88 City Pound 6	\$250.00
Joseph E. Bailiff 8412 South Morgan Street Chicago, Illinois 60620	6/4/89 East 83rd and South Prairie Avenue	30.00
Emanuel Galler 4980 North Marine Drive Chicago, Illinois 60640	1/27/89 908 West Argyle Street	400.00
Estela Rodriguez 4922 West Belden Avenue Chicago, Illinois 60639	2/4/89 West Henderson Street and North Greenview Avenue	350.00
Barbara Waddell 1321 West 31st Street Chicago, Illinois 60608	12/4/88 1321 West 31st Street	400.00

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Name And Address	Date And Location	Amount
Renee Jackson 936 West Sunnyside Avenue Chicago, Illinois 60640	8/9/89 4200 North Clarendon Avenue	\$1,500.00

Damage To Property.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
William P. Mayhew 3305 West 55th Street Chicago, Illinois 60632	4/25/89 3305 West 55th Street	\$45.00

Damage To Vehicle.

*Department Of Fire:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Nancy Newcomer 1625 West Lunt Avenue Apartment 3B Chicago, Illinois 60626	2/14/86 West Lawrence Avenue and North Marine Drive	\$368.00

Damage To Vehicle.

*Department Of Water:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Kemper Insurance and Philip C. Mason Cl. 560AE024660 P. O. Box AL, 500 West Central Road Mount Prospect, Illinois 60056-9027	5/4/89 West Lake Street and North LaSalle Street	\$775.59

Damage To Vehicles.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Grace Edwards 5950 South Loomis Boulevard Chicago, Illinois 60636	1/5/89 1425 West 63rd Street	\$400.00
Prudential Insurance and Ronald Gerson Cl. 10106893 P.O. Box 441 Hinsdale, Illinois 60521	5/17/89 3200 West 66th Street	945.54

Damage To Property.

*Department Of Sewers:
Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John J. Trafton 6142 South Normandy Avenue Chicago, Illinois 60638	8/1/89 6142 South Normandy Avenue	\$135.00

Various License Refunds.

*Department Of Revenue:
Account Number 300-99-2005-0934-0934.*

Name And Address	License Number	Amount
Wi Yong Ha 3539 West Lawrence Avenue Chicago, Illinois 60625	000051	\$270.00
Keith's Restaurant, Incorporated c/o Salvador Giribay 1140 West 18th Street Chicago, Illinois 60608	021521	203.00
S & M Food & Liquor, Incorporated 2058 West Division Street Chicago, Illinois 60622	001509 and 000877	209.00

Damage To Property.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ramon E. Fermin 4901 North Talman Avenue Chicago, Illinois 60625	4/26/89 4901 North Talman Avenue	\$517.00
Hazel Richardson 1900 West 83rd Street Chicago, Illinois 60620	6/13/89 1900 West 83rd Street	200.00
Glenn Miller 6500 West 60th Place Chicago, Illinois 60638	7/1/88 6500 West 60th Place	60.00
Marie I. Heinz 5804 South Mobile Avenue Chicago, Illinois 60638	1/1/87 5804 South Mobile Avenue	641.25
Stan Bertoni 5141 South Harding Avenue Chicago, Illinois 60632	9/1/89 5141 South Harding Avenue	400.00

Damage To Vehicle.

*Department Of Forestry:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Hector L. Acosta 4857 West Medill Avenue 2S Chicago, Illinois 60639	6/15/89 4847 West Medill Avenue	\$477.00

Damage To Vehicles.

*Department Of Streets And Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Gayle E. Barron 700 Hinman Avenue Apartment 3J Evanston, Illinois 60202	1/6/89 West Fullerton Avenue and North Lake Shore Drive	\$282.20
Ms. Vicki Boyd 3932 North Mozart Street Chicago, Illinois 60618	11/10/88 North Ogden Avenue and West Hubbard Street	42.12
Marlene DeLaGarza 556 Gamble Drive Lisle, Illinois 60532	1/6/89 3750 North Kedzie Avenue	66.99
Mary M. Layne 9334 South Paxton Avenue Chicago, Illinois 60617	12/1/88 436 West Pershing Road	109.68
George Nica 6144 North Richmond Street Chicago, Illinois 60659	12/14/88 Towing damage	400.00
Kenrick V. Warner 1244 Whitingham Circle Naperville, Illinois 60540	1/16/89 South 57th Street Drive and Museum Drive	141.86
American Ambassador Casualty and Alice Foulkes Cl. 1020540 900 North Skokie Boulevard Northbrook, Illinois 60062	2/4/89 600 South Cornell Avenue	1,030.68
Thomas R. Behnke 1926 Prairie Square Apartment 318 Schaumburg, Illinois 60173	1/28/89 West Addison Street and North Kimball Avenue	207.36

Name And Address	Date And Location	Amount
Pamela A. Canova 5630 North Sacramento Avenue Chicago, Illinois 60659	1/7/89 West Bryn Mawr and North Western Avenues	\$581.58
Cleotha Franklin 8209 South Michigan Avenue Chicago, Illinois 60619	2/20/89 West 47th Street and South Damen Avenue	140.85
Cathleen J. Heffernan 9124 South Sacramento Avenue Evergreen Park, Illinois 60642	11/11/88 3712 South Western Avenue	361.71
James M. Wynn 8524 South 78th Avenue Bridgeview, Illinois 60455	2/27/89 West Arthur Avenue and North Leclaire Avenue	441.03
Peter S. Vassallo 2833 North 77th Avenue Elmwood Park, Illinois 60635	11/29/88 Towing damage	725.50
Grinnell Mutual Insurance Company and Tamara R. Staples Cl. 624280 Interstate 80 at Highway 148 P.O. Box 790 Grinnell, Iowa 50112-0790	10/25/88 Towing damage	320.00
Diane Marie Bradley 8025 South Linder Avenue Burbank, Illinois 60459	3/2/89 South Leclaire and South Archer Avenues	150.04
Adriana Correa 5222 North Spaulding Avenue Chicago, Illinois 60625	3/21/89 2049 West Foster Avenue	148.93
Rudolph Dupree 2128 Wallace Avenue North Chicago, Illinois 60064	12/26/88 South Aberdeen and North Carpenter Streets	128.17
Yaser Hassan 16607 Richards Drive Tinley Park, Illinois 60477-8210	2/21/89 West 43rd Street and South Damen Avenue	560.28

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Name And Address	Date And Location	Amount
Lawrence R. Kersting 2918 Camden Drive Bettendorf, Iowa 52722	3/5/89 Towing damage	\$203.16
Myung Sook Kim 2615 West Jarlath Street Chicago, Illinois 60645	3/21/89 2123 West Foster Avenue	279.87
Sabryna-Joi King 6841 South Bennett Avenue Chicago, Illinois 60649	3/2/89 East 71st Street and South Dorchester Avenue	117.15
Jerry Palmer 316 Sherman Avenue Evanston, Illinois 60202	3/3/89 East Oakwood Boulevard and South Lake Shore Drive	171.75
Ingrid Panico 1215 Ferndale Avenue Highland Park, Illinois 60035	4/21/89 Towing damage	1,216.84
State Farm Insurance and Gayle Elmy Cl. 13-2495-544 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	9/25/88 Towing damage	499.21
Linda K. Verhey 1027 West Oakdale Avenue Chicago, Illinois 60657	1/30/89 Towing damage	1,272.87
Joan E. Wilson-Epps 13913 Richardson Robbins, Illinois 60472	1/9/89 Towing damage	180.48
Ibrahim Bulut 3222 North Koster Avenue Chicago, Illinois 60641	3/15/89 Towing damage	390.00
Bonnie Alexander 1120 East 191st Place Glenwood, Illinois 60425	11/3/88 6659 South Wentworth Avenue	84.93

Name And Address	Date And Location	Amount
Marilyn S. Coccia 6131 North Hoyne Avenue Chicago, Illinois 60659	4/5/89 3723 North Racine Avenue	\$305.03
Donna Dichtl 1825 Beverly Place Highland Park, Illinois 60035	3/27/89 North Lake Shore Drive and West Irving Park Road	190.73
Rose A. Duncan 1856 Sycamore Street Des Plaines, Illinois 60018	3/31/89 326 West Ohio Street	1,280.69
Christopher Hinds 1926 North Dayton Street Chicago, Illinois 60614	3/16/89 Towing damage	400.00
James Howe, Jr. 6028 West Berenice Avenue Chicago, Illinois 60634	1/11/89 West Foster and North Francisco Avenues	55.91
Robert F. Ladove 2417 West Greenleaf Avenue Unit 2 Chicago, Illinois 60645	3/28/89 North Western Avenue and West Division Street	123.98
Francisco J. Mercado 3024 South Keeler Avenue Chicago, Illinois 60623	4/9/90 Towing damage	479.35
Robert E. Strauss 134 Berkshire Drive Wheeling, Illinois 60090	2/9/89 Towing damage	595.02
Donny Williams 1939 Hartrey Evanston, Illinois 60201	3/6/89 West Greenleaf and North Glenwood Avenues	70.08
Joseph A. Giralamo 1435 Clinton Place River Forest, Illinois 60305	1/28/89 Towing damage	330.00

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Name And Address	Date And Location	Amount
State Farm Insurance and William Moorehead Cl. 13-2538-785 9701 West Higgins Road Suite 510 (S) Rosemont, Illinois 60018	2/3/89 West Division Street and North Milwaukee Avenue	\$1,490.17
Demena Thompson 11133 South Vernon Street Apartment 1 Chicago, Illinois 60628	6/25/88 West 66th Street and South Wentworth Avenue	73.68
Donna P. Jeff 9663 South Beverly Avenue Chicago, Illinois 60643	3/2/89 9663 South Beverly Avenue	1,500.00
Virginia Kuczynski 4816 South Winchester Avenue Chicago, Illinois 60609	8/7/89 4850 South Wood Street	53.44
Carole L. Becker 2805 West Lunt Avenue Apartment 2E Chicago, Illinois 60645	8/1/89 North Lake Shore Drive and East Oak Street	132.65
Cheryl Lyon Frydrychowski 8631 South 82nd Avenue Hickory Hills, Illinois 60457	9/20/89 West 55th Street and South Cicero Avenue	269.92
Mary Ida 5231 South Mobile Avenue Chicago, Illinois 60638	9/13/89 West 51st Street and South Normandy Avenue	459.35
Daniel P. Aranda 3715 West 57th Street Chicago, Illinois 60629	10/24/89 South Archer Avenue and South Pulaski Road	141.90
Diane Chamber 5825 South Mobile Avenue Chicago, Illinois 60638	11/2/89 South Archer and South Central Park Avenues	131.98
Linda F. Thomas 5424 West Ferdinand Street Apartment 317 Chicago, Illinois 60644	2/7/89 5837 West Lake Street	550.24

; and

Be It Further Ordered, That the Commissioner of Water is authorized to refund the amount due by the amount set opposite the name of the claimant on account of underground leaks and to charge same to Account Number 200-87-2015-0952-0952:

Name And Address	Location	Amount
Clarence Rixter 10855 South Forest Avenue Chicago, Illinois 60628	10/15/87 -- 10/14/88 300 -- 302 East 109th Street	\$400.00
Dale O. Darnell 206 West White Street Marion, Illinois 62959	12/8/87 -- 4/11/89 1902 West Henderson Street	385.42
Dr. Keith Jones 7200 South Crandon Avenue Chicago, Illinois 60649	6/23/88 -- 12/27/88 7200 -- 7202 South Crandon Avenue	346.39
Amanda Smolcic 1416 West Jarvis Avenue Chicago, Illinois 60626	11/13/87 -- 8/17/88 7226 North Bell Avenue	109.32
Marcelino C. Campos 9851 South Marquette Avenue Chicago, Illinois 60617	11/10/88 -- 5/19/89 8559 South Escanaba Avenue	192.34
Eugene Burwell 5235 South Indiana Avenue Chicago, Illinois 60615	4/22/88 -- 12/16/88 5231 -- 5237 South Indiana Avenue	159.06

; and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant on account of underground leaks:

Name And Address	Location	Amount
Pat Knee 1716 North Dayton Street Chicago, Illinois 60614	6/27/85 -- 4/27/87 1716 North Dayton Street	\$400.00

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Name And Address	Location	Amount
Stanley J. Ziomek 1749 North Honore Street Chicago, Illinois 60622	7/19/88 -- 11/10/88 1744 North Wood Street	\$ 91.14
Herman M. Williams 7729 South Aberdeen Street Chicago, Illinois 60620	5/11/87 -- 7/29/88 7729 South Aberdeen Street	400.00
Abdellah Ghanayen 4929 West Addison Street Chicago, Illinois 60641	6/14/88 -- 9/7/89 3607 West Diversey Avenue	400.00
Blanch Broughton 9259 South Dr. Martin Luther King, Jr., Drive Chicago, Illinois 60619	3/9/88 -- 3/21/89 9259 South Dr. Martin Luther King, Jr., Drive	305.45
Henry F. Job 2600 West 23rd Street Chicago, Illinois 60608	3/1/88 -- 5/5/89 2600 -- 2602 West 23rd Street	328.53
Aniela Muljivis 1122 North Winchester Avenue Chicago, Illinois 60622	8/11/88 -- 2/16/89 1122 North Winchester Avenue	373.34
Diaz DeLeon Sabas 2722 South St. Louis Avenue Chicago, Illinois 60623	7/7/86 -- 11/5/86 2722 South St. Louis Avenue	92.79
Violet Samuelson 2321 North Knox Avenue Chicago, Illinois 60639	2/26/88 -- 6/23/89 1748 North Whipple Street	19.30
Burnie L. Thompson 236 North Mayfield Avenue Chicago, Illinois 60644	4/28/88 -- 3/10/89 236 -- 238 North Mayfield Avenue	225.51
Lorraine Waller 7310 South Oglesby Avenue Chicago, Illinois 60649	5/4/88 -- 6/6/88 7310 South Oglesby Avenue	81.84
Kuen Chun 644 Leamington Wilmette, Illinois 60091	6/6/88 -- 8/10/89 1341 South Halsted Street	400.00

Name And Address	Location	Amount
Thomas Casa 2842 -- 2844 South Normal Avenue Chicago, Illinois 60616	9/23/88 -- 11/23/88 2842 -- 2844 South Normal Avenue	\$ 44.75
Jurgis A. Grabauskas 6802 South Maplewood Avenue Chicago, Illinois 60629	9/29/88 -- 2/2/88 6802 South Maplewood Avenue	113.08
Raymond J. and Esther Kunkel 9428 North Arroya Vista Drive East Phoenix, Arizona 85028	9/30/88 -- 12/6/88 852 -- 856 North Mayfield Avenue	400.00
Mary Delemore Malava 8954 South Constance Avenue Chicago, Illinois 60617	8/3/88 -- 9/6/88 524 West 59th Street	400.00
Mr. and Mrs. Wesley Scott 4056 West Jackson Boulevard Chicago, Illinois 60624	3/26/87 -- 11/17/88 4956 West Jackson Boulevard	400.00
Barbara Bucklin 1342 North LaSalle Street Chicago, Illinois 60610	12/22/87 -- 2/16/89 2418 West Moffat Street	400.00
Mary L. Douglas 1324 North Homan Avenue Chicago, Illinois 60651	5/12/88 -- 3/27/89 1324 North Homan Avenue	367.94
Maria Gudanowski 3820 West Schubert Street Chicago, Illinois 60647	4/13/88 -- 10/3/88 5434 West Sunnyside Avenue	269.34
C. Rogers 4856 West Jackson Boulevard Chicago, Illinois 60644	1/22/87 -- 9/14/88 4837 West Jackson Boulevard	267.01
Anthony Ball 18606 Center Homewood, Illinois 60430	1/17/89 -- 4/4/89 6124 South Campbell Avenue	119.77
Nicholas Black 3639 West 56th Street Chicago, Illinois 60629	8/8/88 -- 4/12/89 3639 West 56th Street	400.00

AUTHORIZATION OF SUNDRY CLAIMS FOR
CONDOMINIUM REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which were referred on March 23, 1989 and on subsequent dates sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants printed on pages 14833 through
14839 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS
FOR VEHICULAR DAMAGE, PROPERTY DAMAGE,
PERSONAL INJURY, ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which were referred on January 18, 1989 and subsequent, sundry claims as follows:

Carolyn Collier

Laura Williford

Henry Jones

Stanley Augustyn

Peter A. Kosiek

Donna J. Dillon

Jan Bielik

Dennis A. Steffen

Allstate Insurance Company and Malcie Jackson
Cl. 2520885431

Allstate Insurance Company and James Rooks
Cl. 2521013538

(Continued on page 14840)

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON BLDG. CORPORATION	27	ANNUAL	1,399.20	HELEN SHILLER	46
ADDISON COMMONS CONDOS	17	SEMI-ANNUAL	637.50	THOMAS U. CULLERTON	38
ADDISON MANOR CONDOMINIUM	12	SEMI-ANNUAL	450.00	THOMAS U. CULLERTON	38
ADDISON POINT CONDO. ASSN.	34	SEMI-ANNUAL	1,135.00	WILLIAM JP BANKS	36
AIRSLIE PARK TOWNHOME CONDO.	6	ANNUAL	450.00	MARY ANN SMITH	48
ANDERSORVILLE CONDO ASSOC.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
ASTOR-BANKS CONDOMINIUM ASSN.	12	SEMI-ANNUAL	450.00	EDWIN U. EISENDRATH	43
BARCLAY CONDOMINIUM	83	SEMI-ANNUAL	1,560.00	TIMOTHY C. EVANS	04
BARRY AVENUE HOUSES	12	SEMI-ANNUAL	450.00	BERNARD J. HANSEN	44
BEL-HARBOR CONDOMINIUMS	206	SEMI-ANNUAL	2,262.00	BERNARD J. HANSEN	44
BELGRAVIA TERRACE CONDO. ASSN.	30	SEMI-ANNUAL	1,125.00	EDWIN U. EISENDRATH	43
BELMONT CONDOMINIUM ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
BIRCH TREE MANOR #1	18	SEMI-ANNUAL	558.00	ROMAN PUCINSKI	41
BIRCH TREE MANOR #6 CONDOMIN-	18	SEMI-ANNUAL	675.00	ROMAN PUCINSKI	41
BIRCHTREE MANOR CONDOMINIUM	18	SEMI-ANNUAL	660.00	ROMAN PUCINSKI	41
BIRCHWOOD ON THE LAKE CONDO.	42	SEMI-ANNUAL	930.00	ROMAN PUCINSKI	41
BLETTON COURT BIFLEX OWNERS	32	SEMI-ANNUAL	1,002.00	DAVID O. ORR	49
BRIAR COURT TOWNHOMES	7	ANNUAL	525.00	JOSEPH S. KOTLARZ JR	35
BRIDGEVIEW GARDENS CONDOMINIUM	12	SEMI-ANNUAL	312.00	BERNARD J. HANSEN	44
BYRON GREYSTONE	12	ANNUAL	900.00	ROMAN PUCINSKI	41
CALDWELL WOODS CONDO ASSOC.	9	SEMI-ANNUAL	337.50	HELEN SHILLER	46
GARDEN COURT CONDO. ASSN.	23	SEMI-ANNUAL	552.00	ROMAN PUCINSKI	41
CARL SANDBURG VILLAGE CONDO.	567	SEMI-ANNUAL	10,074.00	MICHAEL F. SHEAHAN	19
CHASE-ASHLAND CONDOMINIUM ASSN	6	SEMI-ANNUAL	225.00	BURTON F. NATARUS	42
CHASELAND CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	720.00	DAVID O. ORR	49
CHEVALIER CONDOMINIUM ASSOC.	20	SEMI-ANNUAL	750.00	DAVID O. ORR	49
CITY COMMONS CONDO ASSOC.	62	SEMI-ANNUAL	2,325.00	ROMAN PUCINSKI	41
CLAREMONT NORTH CONDOMINIUMS	32	SEMI-ANNUAL	652.00	EDWIN U. EISENDRATH	43
COMMONWEALTH PLAZA CONDO. ASSN	370	SEMI-ANNUAL	10,662.00	BERNARD J. HANSEN	44
CONSERVATORY CONDOMINIUM ASSN.	40	SEMI-ANNUAL	1,500.00	EDWIN U. EISENDRATH	43
COURTYARD CONDOMINIUM ASSOC.	18	SEMI-ANNUAL	450.00	JOHN S. MADRZYK	13
CRESTWOOD TERRACE CONDO ASSOC.	24	SEMI-ANNUAL	780.00	ROMAN PUCINSKI	41
DARTEN CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	2,884.00	BERNARD J. HANSEN	44
DELAWARE BLDG. CORP.	14	SEMI-ANNUAL	525.00	BURTON F. NATARUS	42
DEVON PLACE CONDOMINIUM	27	SEMI-ANNUAL	738.00	ROMAN PUCINSKI	41
DREXEL SQUARE CONDOMINIUM	24	ANNUAL	1,800.00	TIMOTHY C. EVANS	04
EAST VIEW PARK CONDO. ASSN.	110	SEMI-ANNUAL	3,594.00	LAURENCE S BLOOM	05
EDDYSTONE CONDOMINIUM HOMES,	60	SEMI-ANNUAL	3,000.00	BERNARD J. HANSEN	44
EDGEWOOD MANOR #1	11	SEMI-ANNUAL	404.82	ROMAN PUCINSKI	41
EDISON FOUNTAIN PLACE CONDO.	14	SEMI-ANNUAL	525.00	ROMAN PUCINSKI	41
EDISON PARK VILLAGE CONDO.	8	SEMI-ANNUAL	225.36	ROMAN PUCINSKI	41
EDISON PARKER CONDOMINIUM #1	12	SEMI-ANNUAL	342.00	ROMAN PUCINSKI	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL	985.50	ROMAN PUCINSKI	41
EDISON VILLA CONDO ASSOC.	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
EDMUNDS STREET CONDO ASSOC.	8	SEMI-ANNUAL	300.00	PATRICK J. LEVAR	45

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
EMERSON PARK CONDOMINIUM, INC	56	SEMI-ANNUAL	1,560.00	BERNARD L. STONE	50
EVELYN LANE CONDOMINIUM	48	SEMI-ANNUAL	1,473.48	ROMAN PUCINSKI	41
FARWELL BEACH CONDO ASSOC.	31	SEMI-ANNUAL	738.60	DAVID D. ORR	49
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL	337.50	DAVID D. ORR	49
FARWELL ESTATES CONDO ASSOC.	26	SEMI-ANNUAL	975.00	DAVID D. ORR	49
FAULKNER HOUSE CONDOMINIUM	224	SEMI-ANNUAL	1,995.84	BURTON F. NATARUS	42
FIRST KENMORE ASSOCIATES CONDO	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
FOUNTAIN PLACE CONDO ASSOC.	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41
FOUNTAIN VIEW CONDO ASSOC	30	SEMI-ANNUAL	780.00	BERNARD L. STONE	50
FRIENDLY VILLAGE #3 CONDO	12	SEMI-ANNUAL	366.00	ROMAN PUCINSKI	41
FRIENDLY VILLAGE #4 CONDO	18	SEMI-ANNUAL	610.00	ROMAN PUCINSKI	41
FRIENDLY VILLAGE NUMBER TWO	18	SEMI-ANNUAL	408.00	ROMAN PUCINSKI	41
GILL PARK COOPERATIVE	260	SEMI-ANNUAL	5,394.87	HELEN SHILLER	46
GLENMONT COURT CONDO. ASSN.	24	SEMI-ANNUAL	900.00	FRED B. ROTT	01
GLENWOOD CONDO AND HEALTH CLUB	27	SEMI-ANNUAL	821.40	DAVID D. ORR	49
GLENWOOD HOMES CONDO ASSOC.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
GRACE STREET CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
GRANVILLE BEACH CONDO. ASSN.	312	SEMI-ANNUAL	5,376.50	MARY ANN SMITH	48
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL	4,014.63	BERNARD L. STONE	50
HAMPDEN TOWER CONDO ASSOC.	135	SEMI-ANNUAL	3,645.00	PATRICK J. LEVAR	45
HANOVER CONDOMINIUM	168	SEMI-ANNUAL	3,665.60	BURTON F. NATARUS	42
HARBOR HOUSE CONDO. ASSN.	278	SEMI-ANNUAL	6,510.00	BERNARD J. HANSEN	44
HAPPER SQUARE HOUSING CORP.	591	SEMI-ANNUAL	8,820.00	MARY ANN SMITH	48
HEMINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL	5,136.26	EDWIN W. EISENDRATH	43
HERMITAGE MANOR COOPERATIVE	108	SEMI-ANNUAL	4,050.00	SHENEATHER BUTLER	27
HIGGINS MANOR CONDOMINIUM	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41
HIGGINS TERRACE CONDO ASSN.	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41
HIGH RIDGE EAST CONDOMINIUM	14	ANNUAL	792.00	DAVID D. ORR	49
HORIZON HOUSE CONDO. ASSOC	110	SEMI-ANNUAL	3,897.60	MARY ANN SMITH	48
HOWE COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL	532.00	EDWIN W. EISENDRATH	43
HYDE PARK COURTWAY CONDOMINIUM	24	SEMI-ANNUAL	660.00	TIMOTHY C. EVANS	04
INNISBROOK CONDO BLDG. #1	54	SEMI-ANNUAL	2,025.00	ROMAN PUCINSKI	41
IRVING PARK TERRACE CONDO.	44	SEMI-ANNUAL	1,284.00	THOMAS W. CULLERTON	38
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL	793.20	DAVID D. ORR	49
JEFFERSON HOUSE CONDO ASSOC.	20	ANNUAL	1,500.00	THOMAS W. CULLERTON	38
KATHLEEN CONDOMINIUM	9	SEMI-ANNUAL	312.84	ROMAN PUCINSKI	41
KENTON BUILDING CORPORATION	6	SEMI-ANNUAL	225.00	JOHN S. MADRZYK	13
KEYSTONE GARDENS CONDOMINIUM	24	SEMI-ANNUAL	900.00	PATRICK J. LEVAR	45
KINGS CORNER CONDO	6	SEMI-ANNUAL	225.00	PATRICK J. LEVAR	45
KINGS COURT CONDO. PHASE II	36	SEMI-ANNUAL	1,224.00	JOHN S. MADRZYK	13
KINGS RIDGE CONDOMINIUM	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41
L'AVNIR CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	1,012.50	ROMAN PUCINSKI	41
LAFAYETTE PLAZA HOUSING COOP	196	SEMI-ANNUAL	2,439.00	ALLAN STREETER	17
LAKE PARK PLAZA CONDO ASSOC.	448	SEMI-ANNUAL	13,999.02	HELEN SHILLER	46
LAKE SHORE DRIVE HOMEOWNERS	76	SEMI-ANNUAL	2,280.06	BURTON F. NATARUS	42

L I S T O F U N I T S
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
LAKE TERRACE CONDOMINIUM	360	SEMI-ANNUAL	4,860.00	LAURENCE S BLOOM	05
LANAI COURTS ASSOCIATION	18	011-ANNUAL	576.00	BERNARD J. HARSEN	44
LAURENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL	262.50	PATRICK J. LEVAR	40
LAURENCE PLACE CONDO ASSOC	24	SEMI-ANNUAL	827.94	ROMAN PUCINSKI	41
LELAND COURT CONDOMINIUM ASSN.	9	ANNUAL	562.00	EUGENE C. SCHULTER	47
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41
LORDOP LOBBE HOUSES	803	SEMI-ANNUAL	24,189.00	KEITH A. CALDWELL	08
LOVELL HOUSE CONDO ASSOC.	252	SEMI-ANNUAL	3,294.86	BURTON F. NATARUS	42
MALIBU EAST CONDO. ASSOCIATION	499	SEMI-ANNUAL	5,577.00	MARY ANN SMITH	48
MARGARITA CONDOMINIUM ASSN.	6	ANNUAL	450.00	MARY ANN SMITH	48
MASON HARBOR CONDOMINIUM	35	SEMI-ANNUAL	1,312.50	ROMAN PUCINSKI	41
MAUSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL	900.00	ROMAN PUCINSKI	41
MERRILL STREET COOPERATIVE	6	ANNUAL	450.00	LAURENCE S BLOOM	05
MIDWAY VTEH APARTMENTS	20	SEMI-ANNUAL	450.00	LAURENCE S BLOOM	05
NEW DELEARS EAST CONDO. ASSN.	15	ANNUAL	756.00	BERNARD I. STONE	50
NEWBERRY PLAZA CONDO. ASSOC.	6	ANNUAL	450.00	MARY ANN SMITH	48
NEUFORT CONDOMINIUM ASSN.	624	ANNUAL	26,239.50	BURTON F. NATARUS	42
NIAGARA NORTH CONDO ASSOC.	729	SEMI-ANNUAL	3,195.00	TIMOTHY C. EVANS	04
NORLE SQUARE HOUSING COOP.	20	SEMI-ANNUAL	750.00	ROMAN PUCINSKI	41
NORMANDY CONDOMINIUM	481	SEMI-ANNUAL	18,037.50	TERRY M. GABINSKI	32
NORTH DANIEL SQUARE CONDO ASSOC	24	SEMI-ANNUAL	900.00	ROMAN PUCINSKI	41
NORTHWEST POINT CONDO ASSOC.	38	SEMI-ANNUAL	907.00	BERNARD L. STONE	50
NORTHWEST POINT CONDOMINIUMS	10	SEMI-ANNUAL	375.00	ROMAN PUCINSKI	41
NORTHWEST TERRACE CONDO ASSOC.	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
NORTHWEST TERRACE CONDO BLDG	34	SEMI-ANNUAL	948.00	ROMAN PUCINSKI	41
NORTHWEST TERRACE CONDO. #2	28	SEMI-ANNUAL	948.00	ROMAN PUCINSKI	41
NORWOOD COURTS CONDOMINIUM	28	SEMI-ANNUAL	948.00	ROMAN PUCINSKI	41
NORWOOD PLACE CONDOMINIUM ASSN	120	SEMI-ANNUAL	2,785.00	BERNARD L. STONE	50
NORWOOD COURT CONDO. ASSN	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
OLMSTED CONDOMINIUM ASSOC.	31	SEMI-ANNUAL	360.00	BERNARD J. HARSEN	31
PARK CASTLE CONDOMINIUM ASSN.	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
PARK EDGEWATER CONDOMINIUM	69	SEMI-ANNUAL	2,582.50	BERNARD L. STONE	41
PARK GARLES API HOUSES INC.	103	SEMI-ANNUAL	2,686.80	MARY ANN SMITH	48
PARK HARBOR CONDO. ASSN.	72	SEMI-ANNUAL	2,040.00	BERNARD L. STONE	50
PARK HARBOR CONDO ASSOCIATION	101	SEMI-ANNUAL	1,918.55	HELEN SHILLER	46
PARK PLACE CORPORATELUM II	6	SEMI-ANNUAL	225.00	BERNARD L. STONE	50
PARK PLACE III CONDO ASSOC.	18	ANNUAL	744.00	ROBERT T. KELLAM	18
PARK PLACE IV CONDO. ASSOC.	18	ANNUAL	744.00	ROBERT T. KELLAM	18
PARK VTEH CONDO WEST INC.	30	SEMI-ANNUAL	1,005.00	ROBERT T. KELLAM	18
PARKVIEW EAST CONDO ASSOC.	12	SEMI-ANNUAL	342.00	ROMAN PUCINSKI	41
PARKVIEW EAST CONDO ASSOC.	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
PERRYMAN GOLF CONDO ASSOC.	50	SEMI-ANNUAL	1,532.84	ROMAN PUCINSKI	41
PAULINA TERRACE CONDO. ASSOC.	20	SEMI-ANNUAL	750.00	EUGENE C. SCHULTER	47
PIONEER COOPERATIVE, INC.	21	SEMI-ANNUAL	787.50	TIMOTHY C. EVANS	04

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
COURT EAST CONDOMINIUM	50	SEMI-ANNUAL	1,872.00	ROMAN PUCINSKI	41
PRINCETON HOUSE CO-OP. ASSN.	98	SEMI-ANNUAL	1,588.00	MARY ANN SMITH	48
RYAN PLACE CONDOMINIUM ASSN.	34	SEMI-ANNUAL	1,035.24	ROMAN PUCINSKI	41
RIDGEWOOD ESTATES CONDO ASSOC.	92	SEMI-ANNUAL	1,807.00	BERNARD L. STONE	50
RITCHIE TOWER CONDOMINIUM	108	SEMI-ANNUAL	2,865.00	BERNARD L. STONE	50
ROSCOE WOODS CONDOMINIUM	28	SEMI-ANNUAL	984.00	EDWIN M. EISENDRATH	43
ROSLDALE CONDOMINIUM ASSN.	14	SEMI-ANNUAL	525.00	THOMAS W. CULLERTON	38
SIEMANBOAH CONDO ASSOC INC	9	SEMI-ANNUAL	337.50	PATRICK J. LEVAR	45
SHORE MANOR CONDOMINIUM	89	SEMI-ANNUAL	2,040.00	ROMAN PUCINSKI	41
SHORELINE TOWERS CONDOMINIUM	377	SEMI-ANNUAL	6,330.00	MARY ANN SMITH	48
SOUTH HOMER CONDO ASSN.	8	SEMI-ANNUAL	300.00	DAVID D. ORR	49
STANFORD COURTS HOMEOWNERS	80	SEMI-ANNUAL	1,474.00	JOHN S. MAORZYK	13
STONE TERRACE CONDO ASSOC.	10	SEMI-ANNUAL	375.00	BERNARD L. STONE	50
STRAUFORD HOUSE-ON-THE-LAKE	40	SEMI-ANNUAL	1,390.00	BERNARD L. STONE	50
STREETVILLE CENTER CONDO	161	SEMI-ANNUAL	2,555.46	DAVID D. ORR	49
SURBERG CONDOMINIUM	18	SEMI-ANNUAL	675.00	BURTON F. NATARUS	42
THE BARRY CONDOMINIUM	65	SEMI-ANNUAL	2,437.50	PATRICK J. O'CONNOR	40
THE CARLYLE APTS. HOMEOWNERS	128	SEMI-ANNUAL	3,535.00	BERNARD J. HANSEN	44
THE DRAKE TOWER APTS., INC.	68	SEMI-ANNUAL	979.20	BURTON F. NATARUS	42
THE EDISONAIRE CONDOMINIUMS	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41
THE FARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL	1,080.00	PATRICK J. LEVAR	45
THE PLAZA ON DEWITT CONDO ASSC	407	SEMI-ANNUAL	5,880.00	BURTON F. NATARUS	42
THE SCOTT CONDOMINIUM ASSOC.	60	SEMI-ANNUAL	1,321.92	BURTON F. NATARUS	42
THE STATESMAN CONDOMINIUM ASSN	90	SEMI-ANNUAL	415.00	MARY ANN SMITH	48
THE WARWICK CONDOMINIUM	24	SEMI-ANNUAL	870.00	THOMAS W. CULLERTON	38
THE WELINGTON CONDOMINIUM	106	SEMI-ANNUAL	2,859.60	BERNARD J. HANSEN	44
THE 105 BELLEME PLACE CONDO	171	SEMI-ANNUAL	4,543.75	BURTON F. NATARUS	42
THE 1115 SOUTH PLYMOUTH COURT	73	SEMI-ANNUAL	1,504.50	FRED B. ROTT	01
THE 1193 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,477.62	FRED B. ROTT	01
THE 1169 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,504.50	FRED B. ROTT	01
THE 1550 STATE PARKWAY	46	SEMI-ANNUAL	1,421.00	EDWIN M. EISENDRATH	43
THE 400 CONDOMINIUM ASSOC	940	SEMI-ANNUAL	5,990.67	BURTON F. NATARUS	42
THE 801 SOUTH PLYMOUTH COURT	198	SEMI-ANNUAL	5,771.95	BURTON F. NATARUS	42
THURLOE EAST ELN CONDO ASSOC.	123	SEMI-ANNUAL	900.00	BURTON F. NATARUS	42
THORNDALE BEACH SOUTH CONDO	227	SEMI-ANNUAL	4,740.00	MARY ANN SMITH	48
THORNDALE EAST CONDO. ASSN.	12	ANNUAL	900.00	MARY ANN SMITH	48
TIGRA HOMEOWNERS ASSOCIATION	100	SEMI-ANNUAL	1,884.00	MARY ANN SMITH	48
100 PARKER NINE LANE SHORE	54	SEMI-ANNUAL	2,025.00	BURTON F. NATARUS	42
100 TWENTY-THREE EAST DELAWARE	10	SEMI-ANNUAL	375.00	BURTON F. NATARUS	42
164 THUR STREET APARTMENTS	24	SEMI-ANNUAL	900.00	BURTON F. NATARUS	42
BAEHLER CONDOMINIUM ASSN.	95	SEMI-ANNUAL	2,062.50	EDWIN M. EISENDRATH	43
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL	4,233.75	HELEN SHILFER	46
WILLIAMS CONDOMINIUM	18	SEMI-ANNUAL	608.50	ROMAN PUCINSKI	41
WILLIAM GLEN CONDO ASSOC.	39	ANNUAL	2,037.00	MARY ANN SMITH	48

C I T Y O F C H I C A G O
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUND REBATE COUNCIL ORDERS--PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL	750.00	PATRICK J. LEVAR	45
WINDSOR HOUSE CONDO. ASSN.	30	SEMI-ANNUAL	1,026.00	PATRICK J. LEVAR	45
WINDSOR WEST CONDO ASSOC.	36	SEMI-ANNUAL	1,100.50	PATRICK J. LEVAR	45
WINSTON TOMERS II ASSOCIATION	218	SEMI-ANNUAL	3,420.00	BERNARD L. STONE	50
WRIGHTWOOD COURT TORRHOE	29	SEMI-ANNUAL	1,016.40	EDWIN M., EISENDRATH	43
1 EAST SCHILLER CONDO. ASSN.	78	SEMI-ANNUAL	2,925.00	BURTON F. NATARUS	42
100 E. DALTON CONDO ASSOC.	248	SEMI-ANNUAL	3,464.00	BURTON F. NATARUS	42
1000 W. DIVERSEY LOFTOMINIUMS	8	SEMI-ANNUAL	300.00	EDWIN M., EISENDRATH	43
1010 LAKE SHORE DRIVE CONDO.	184	SEMI-ANNUAL	2,615.22	BURTON F. NATARUS	42
1110 N. LAKE SHORE DRIVE	74	SEMI-ANNUAL	2,620.25	MARY ANN SMITH	48
1234 MADISON PARK CONDOMINIUM	12	SEMI-ANNUAL	420.00	TIMOTHY C. EVANS	04
1242 LAKE SHORE DRIVE CORP.	35	SEMI-ANNUAL	1,312.50	BURTON F. NATARUS	42
1260 ASTOR STREET BUILDING	14	SEMI-ANNUAL	525.00	BURTON F. NATARUS	42
1300 LAKE SHORE DRIVE LORDO	150	SEMI-ANNUAL	3,670.53	EDWIN M., EISENDRATH	43
1320 N. STATE CO-OP APTS.	40	SEMI-ANNUAL	1,500.00	EDWIN M., EISENDRATH	43
1350 N. STATE PARKWAY CONDO.	7	SEMI-ANNUAL	262.50	MICHAEL F. SHEAHAN	19
1399-12 E. 56TH ST. CONDO. ASSOC	19	SEMI-ANNUAL	712.50	LAWRENCE S. BLOOM	05
1418 N. LAKE SHORE DR. CONDO-	28	SEMI-ANNUAL	1,020.00	EDWIN M., EISENDRATH	43
1430 LAKE SHORE DRIVE	24	SEMI-ANNUAL	900.00	EDWIN M., EISENDRATH	43
1500 LAKE SHORE DRIVE BUILDING	57	SEMI-ANNUAL	2,137.50	EDWIN M., EISENDRATH	43
1530 N. DEARBORN CONDO. ASSN.	50	SEMI-ANNUAL	1,675.00	EDWIN M., EISENDRATH	43
155 HARBOUR DRIVE CONDO ASSOC	742	SEMI-ANNUAL	12,600.00	BURTON F. NATARUS	42
169-170 W. GAETHE CONDO. ASSN.	6	SEMI-ANNUAL	225.00	FRED B. ROTT	01
161 CHFD. AVE. CONDO ASSOC.	292	SEMI-ANNUAL	6,927.76	BURTON F. NATARUS	42
1677-31 WEST FARGO CONDO. CORP	6	SEMI-ANNUAL	225.00	BURTON F. NATARUS	42
175 E. DELAWARE FL. HOMEOWNERS	705	SEMI-ANNUAL	24,120.00	DAVID D. ORR	49
180 EAST PEARSON HOMEOWNERS	260	SEMI-ANNUAL	9,750.00	BURTON F. NATARUS	42
1801 N. ORLEANS CONDOMINIUM	9	SEMI-ANNUAL	337.50	EDWIN M., EISENDRATH	43
20 EAST CEDAR CONDO ASSOC.	48	SEMI-ANNUAL	1,800.00	BURTON F. NATARUS	42
201 E. CHESTNUT CONDO ASSOC.	128	SEMI-ANNUAL	3,815.00	BURTON F. NATARUS	42
201 EAST DALTON CONDO. ASSOC.	220	SEMI-ANNUAL	4,226.16	BERNARD J. HANSEN	44
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL	7,223.58	EDWIN M., EISENDRATH	43
2024-34 EAST 72ND PLACE ASSOC	18	SEMI-ANNUAL	660.00	LAWRENCE S. BLOOM	05
2049 APPLITE CONDOMINIUM	12	SEMI-ANNUAL	450.00	EUGENE C. SCHULTER	47
2051-61 EAST 72ND ST.	18	SEMI-ANNUAL	428.00	LAWRENCE S. BLOOM	05
210 EAST PEARSON STREET CONDO.	61	SEMI-ANNUAL	2,903.00	BURTON F. NATARUS	42
2150 LINCOLN PARK WEST CONDO	33	SEMI-ANNUAL	1,717.16	BURTON F. NATARUS	42
220 E. DALTON CONDO. ASSN.	19	SEMI-ANNUAL	1,237.50	EDWIN M., EISENDRATH	43
227-237 EAST DELAWARE PL. CORP	44	SEMI-ANNUAL	712.50	BURTON F. NATARUS	42
2318-26 NORTH SHEFFIELD CONDO.	34	SEMI-ANNUAL	1,650.00	BURTON F. NATARUS	42
2330 N. CERVEA TERRACE CONDO	20	SEMI-ANNUAL	1,275.00	EDWIN M., EISENDRATH	43
237 E. CHESTNUT CONDO ASSOC	89	SEMI-ANNUAL	750.00	EDWIN M., EISENDRATH	43
253 EAST DELAWARE CONDO. ASSOC	164	SEMI-ANNUAL	2,231.18	BURTON F. NATARUS	42
2626 LAKEVIEW CONDO ASSOC	492	SEMI-ANNUAL	3,130.00	BURTON F. NATARUS	42
			8,477.85	EDWIN M., EISENDRATH	43

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
2800 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL	9,304.53	EDWIN W., EISENDRATH	43
2907 N. SHERIDAN ROAD CONDO.	223	SEMI-ANNUAL	2,611.90	BERNARD J. HANSEN	44
2912 CONDOMINIUM ASSOCIATION	26	SEMI-ANNUAL	975.00	BERNARD J. HANSEN	44
2970 LAKE SHORE DRIVE CONDO.	106	SEMI-ANNUAL	2,280.00	BERNARD J. HANSEN	44
30 E. DIVISION CONDO ASSOC.	72	SEMI-ANNUAL	2,388.40	BURTON F. NATARUS	42
3110 N. SHERIDAN ROAD CONDO.	109	SEMI-ANNUAL	3,406.00	BERNARD J. HANSEN	44
3150 CONDOMINIUM	204	SEMI-ANNUAL	3,635.25	BERNARD J. HANSEN	44
3150 NORTH SHERIDAN ROAD CONDO	106	SEMI-ANNUAL	3,190.92	BERNARD J. HANSEN	44
317 W. BELDEN CONDOMINIUM	19	SEMI-ANNUAL	712.50	MARY ANN SMITH	38
3180 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL	2,221.80	BERNARD J. HANSEN	44
3200 N. LAKE SHORE DRIVE CONDO	85	SEMI-ANNUAL	3,187.50	BERNARD J. HANSEN	44
3314 CONDOMINIUM ASSOCIATION	30	SEMI-ANNUAL	977.55	BERNARD J. HANSEN	44
336 WELINGTON CONDO. ASSN.	120	SEMI-ANNUAL	2,556.00	BERNARD J. HANSEN	44
3500 N. LAKE SHORE DRIVE	66	SEMI-ANNUAL	2,475.00	HELEN SHILLER	46
3730-40 LAKE SHORE DR. CONDO	62	SEMI-ANNUAL	2,250.00	HELEN SHILLER	46
3756 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	2,692.00	HELEN SHILLER	46
3900 LAKE SHORE DRIVE CONDO.	240	SEMI-ANNUAL	1,406.00	HELEN SHILLER	46
399 CORPORATION	33	SEMI-ANNUAL	1,237.50	EDWIN W., EISENDRATH	43
401 WEBSTER CONDO. ASSOC.	36	SEMI-ANNUAL	1,144.50	EDWIN W., EISENDRATH	43
4105-13 W. CULLON CONDO. ASSN.	11	SEMI-ANNUAL	412.50	PATRICK J. LEVAR	45
415 ALDINE CONDOMINIUM ASSOC.	60	SEMI-ANNUAL	2,250.00	BERNARD J. HANSEN	44
420 ALDINE CONDO. ASSN.	72	SEMI-ANNUAL	825.00	BERNARD J. HANSEN	44
4248 N. KEYSTONE CONDO. ASSN.	9	SEMI-ANNUAL	276.00	PATRICK J. LEVAR	45
4300 MARINE DRIVE CONDOMINIUM	90	SEMI-ANNUAL	1,942.00	HELEN SHILLER	46
438-448 SURF CONDOMINIUM	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
4414-16 N. ASHLAND CONDO.	45	SEMI-ANNUAL	1,080.00	BERNARD J. HANSEN	44
4414-16 N. ASHLAND CONDO.	16	SEMI-ANNUAL	537.00	EUGENE C. SCHULTER	47
442 WELINGTON COOPERATIVE	24	SEMI-ANNUAL	900.00	BERNARD J. HANSEN	44
450 W. BAGBY CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
48TH & DORCHESTER CONDOMINIUM	9	ANNUAL	660.00	TIMOTHY C. EVANS	44
4859-54 N. LINDER BUILDING	18	SEMI-ANNUAL	648.00	PATRICK J. LEVAR	45
4860 MARINE DR. CONDOMINIUM	119	ANNUAL	2,408.00	MARY ANN SMITH	38
4906 DEXEL BLVD. COOPERATIVE	61	ANNUAL	2,190.00	TIMOTHY C. EVANS	44
4900 MORTINE DRIVE CONDO. ASSN.	82	SEMI-ANNUAL	1,440.00	MARY ANN SMITH	48
50 E. BELLEVUE CONDOMINIUM	142	SEMI-ANNUAL	4,571.67	BURTON F. NATARUS	42
511 WEST MELROSE CONDO ASSC	55	SEMI-ANNUAL	2,040.00	BERNARD J. HANSEN	44
5139-43 NORTH EAST RIVER ROAD	72	SEMI-ANNUAL	2,700.00	ROMAN PUCINSKI	41
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL	2,700.00	ROMAN PUCINSKI	41
5223 CONDOMINIUM ASSOCIATION	9	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
53RD AND MARYLAND CONDOMINIUM	27	ANNUAL	1,260.00	TIMOTHY C. EVANS	44
535 N. MICHIGAN AVE CONDO ASSO	460	SEMI-ANNUAL	13,235.00	BURTON F. NATARUS	42
5445 EDGEWATER PLAZA CONDO.	466	SEMI-ANNUAL	7,815.07	MARY ANN SMITH	48
5453-55 N. KENMORE CONDO. ASSN.	10	ANNUAL	750.00	MARY ANN SMITH	38
5455 EDGEWATER PLAZA CONDO	465	SEMI-ANNUAL	14,495.40	MARY ANN SMITH	48
5450 MICHIGAN BUILDING CORP.	37	ANNUAL	1,272.00	TIMOTHY C. EVANS	44

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 4/25/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
5478-80 S. EVERETT CONDO.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5515-17 SOUTH HYDE PARK BLVD.	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
5521-25 S. CORNELL CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S BLOOM	05
555 CORNELIA CONDO. ASSN.	228	SEMI-ANNUAL	2,697.28	HELEN SHILLER	46
560 KUSCOE BUILDING CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
5950 O'GELL CONDOMINIUM ASSN.	12	SEMI-ANNUAL	450.00	ROMAN PUCINSKI	41
5983-91 N. NORTHWEST HIGHWAY	9	ANNUAL	964.00	ROMAN PUCINSKI	41
5005-09 N. NEOLA CONDOMINIUM	6	SEMI-ANNUAL	335.28	ROMAN PUCINSKI	41
607 W. BUCKINGHAM PLACE CONDO	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
6118 N. SHERIDAN ROAD CONDO.	114	SEMI-ANNUAL	2,400.00	MARY ANN SMITH	46
6171 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL	348.00	PATRICK J. LEVAR	45
6217-19 MAGNOLIA ASSN.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
6300 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	2,537.12	DAVID D. ORR	49
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
651 W. SHERIDAN CONDO. ASSN.	24	SEMI-ANNUAL	820.00	HELEN SHILLER	46
659 W. ALDINE CONDO. ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
6625-27 NORTH GLENWOOD CONDO	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
6707 CHAPPEL CONDOMINIUM ASSN.	8	ANNUAL	600.00	LAWRENCE S BLOOM	05
6830-32 FAXTON CONDOMINIUM	6	SEMI-ANNUAL	225.00	LAWRENCE S BLOOM	05
6931 NORTHWEST HIGHWAY ASSN.	6	SEMI-ANNUAL	225.00	ROMAN PUCINSKI	41
70 EAST CEDAR STREET CORP.	30	SEMI-ANNUAL	990.00	BURTON F. NATARUS	42
700-708 BITTERSWEET CONDO. ASSN.	124	SEMI-ANNUAL	2,768.00	HELEN SHILLER	46
708-14 U. WELINGTON CONDO.	14	SEMI-ANNUAL	525.00	BERNARD J. HANSEN	44
7227 N. RIDGE CONDOMINIUM	9	SEMI-ANNUAL	337.50	DAVID D. ORR	49
740-42 BITTERSWEET CONDOMINIUM	6	SEMI-ANNUAL	225.00	HELEN SHILLER	46
7520 RIDGE BUILDING CORP.	6	SEMI-ANNUAL	162.00	BERNARD L. STONE	50
777 CONDOMINIUM ASSOCIATION	330	ANNUAL	11,490.00	BURTON F. NATARUS	42
833-35 BUCKINGHAM CONDO. ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
8435-39 U. BRYN MAUR CONDO	12	SEMI-ANNUAL	392.76	ROMAN PUCINSKI	41
860 LAKE SHORE DRIVE TRUST	265	SEMI-ANNUAL	3,921.40	BURTON F. NATARUS	42
8734 W. SUMMERDALE CONDOMINIUM	6	SEMI-ANNUAL	225.00	ROMAN PUCINSKI	41
899 S. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL	2,638.44	FRED B. ROTI	01
901 SOUTH PLYMOUTH COURT	120	SEMI-ANNUAL	2,772.00	FRED B. ROTI	01
913-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	375.00	EDWIN W. EISENDRATH	43
905 WEST CARMEN CONDO. ASSN.	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	48
990 N. LAKE SHORE DR. HOMEOWN	145	SEMI-ANNUAL	5,437.50	BURTON F. NATARUS	42

(Continued from page 14832)

Allstate Insurance Company and James F. Schultz
Cl. 1372150365

Manuel N. Gonzalez

George A. Jewell

Safeway Insurance Company and Charles Ly Yen
Cl. 178727

Khosrow Daneshgari

Terry Diamond

Allstate Insurance Company and Herbert Mays
Cl. 1235873567

Edward M. Lee

State Farm Insurance Company and Ann Malsh
Cl. 13-5163-122

Allstate Insurance Company and Thomas Yamasoshi
Cl. 252108908

Levonias S. Weatherspoon

Allstate Insurance Company and Seung H. Ha
Cl. 1372345791

Siraj S. Bharia

American Family Insurance Group and Leanore S. Aust
Cl. 561-017268-5/200

Thomas J. Bernstein

Victor M. Contreras

David Allen Figg

Brenda Houston

Sharon M. Mulcahy

Phyllis Penzik

Ester H. Shafer

Maria Isabel Vargas

Jason D. Nuss

Safeway Insurance Company and Delores Graham
Cl. 177804

Safeway Insurance Company and Lisa L. Hall
Cl. 178691

Safeway Insurance Company and Loraine Rogers
Cl. 177048

Safeway Insurance Company and Willie Summerville
Cl. 179584

State Farm Insurance Company and John Lee
Cl. 13-5296-568

State Farm Insurance Company and Denise O. Scarver
Cl. 13-5208-342

United Farm Bureau Insurance Company and C. Kevin Morris
Cl. 834-8525927

Carroll Allen Watchek,

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,

(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

**COMMITTEE ON COMMITTEES,
RULES AND ETHICS.**

Re-Referred -- APPROVAL OF PROPERTY LOCATED AT 6200
SOUTH OAK PARK AVENUE AS CLASS 6(b) AND
ELIGIBLE FOR COOK COUNTY TAX
INCENTIVES.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, April 23, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Monday, April 23, 1990 for the purpose of considering a resolution determining the appropriateness for Class 6(b) or Class 6(a) status pursuant to the Cook County Real Property Classification Ordinance for certain property located at 6200 South Oak Park Avenue, Chicago, Illinois, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* said item to your Committee on Economic Development.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-Referred to the Committee on Economic Development* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Action Deferred -- 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 Committee on Committees, Rules and Ethics submitted the following report which was, on motion of Alderman Bloom and Alderman Orr, *Deferred* and ordered published:

CHICAGO, April 23, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Monday, April 23, 1990 for the purpose of considering an ordinance amending the Governmental Ethics Ordinance by imposing a late filing fee for statements of financial interest and by making grammatical, technical and stylistic corrections, having had the same under advisement, begs leave to report and recommend that Your Honorable Body do pass the said proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

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

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

SECTION 1. The Municipal Code of Chicago is hereby amended by deleting existing Chapter 26.2 and inserting a new Chapter 26.2 entitled "Governmental Ethics" as follows:

26.2-1. Definitions.

Whenever used in this chapter, the following terms shall have the following meanings:

(a) "Administrative action" means any decision on, or *any* proposal, consideration, enactment or making of any rule, regulation, or *any* other official non-ministerial action or non-action by any executive department, or by any official or employee of an executive department, or any matter which is within the official jurisdiction of the executive branch.

(b) "Agency" means the City Council, any committee or other subdivision thereof, any City department or other administrative unit, commission, board, or other division of the government of the City.

(c) "Alderman" means any person holding the elected office of Alderman of the City Council.

(d) "City" means the City of Chicago.

(e) "City contractor" means any person (including his agents or employees or employees acting within the scope of their employment) who is paid from the City treasury or pursuant to City ordinance, for services to any City agency, regardless of the nature of the relationship of such individual to the City for purposes other than this chapter.

(f) "Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

(g) "Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a City contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

(h) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the City or any City agency in an amount in excess of \$10,000 in any twelve consecutive months.

(i) "Economic interest" means any interest valued or capable of valuation in monetary terms; provided, that "economic interest" is subject to the same exclusions as "financial interest".

(j) "Employee" means an individual employed by the City of Chicago, whether part-time or full-time, but excludes elected officials and City contractors.

(k) "Expenditure[s]" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.

(l) "Financial interest" means (i) any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500 per year; (ii) any interest with a cost or present value of \$5,000 or more; or (iii) any interest representing more than 10% of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit; provided, however, financial interest shall not include (a) any interest of the spouse of an official or employee which interest is related to the spouse's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment; (d) any economic benefit provided equally to all residents of the City; (e) a time or demand deposit in a financial institution; (f) an

endowment or insurance policy or annuity contract purchased from an insurance company.

(m) "Gift" means any thing of value given without consideration or expectation of return.

(n) "Legislation" means *any* ordinance[s], resolution[s], amendment[s], nomination[s], report[s] [and] *or any* other matter[s] pending or proposed in the City Council or a committee or other subdivision thereof, including any other matter which may be the subject of Council action.

(o) "Legislative action" means the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or non-action on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the City Council or any committee or subcommittee thereof.

(p) "Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action; or (ii) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

(q) "Official" means any person holding any elected office of the City or any appointed, non-employee member of any City agency.

(r) "Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, [and] whether or not operated for profit.

(s) "Political Activity" means:

(1) Serving as an officer of a political party, of a political club, or of an organization relating to a campaign for elected office ("organization"); as a member of a national, state or local committee of a political party, club or organization; as an officer or member of a committee of a political party, club or organization; or being a candidate for any of these positions;

(2) Organizing or reorganizing a political party, club or organization;

(3) Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing;

(4) Organizing, selling tickets to, promoting, or actively participating in a fundraising activity of a public office holder, candidate in an election or political party, political club or an organization;

(5) Taking an active part in managing the political campaign of a candidate for public office in an election or a candidate for political party office;

(6) Becoming a candidate for, or campaigning for, an elective public office in an election;

(7) Soliciting votes in support of or in opposition to a candidate for public office in an election or a candidate for political party office;

(8) Acting as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in an election;

(9) Driving voters to the polls on behalf of a political party or candidate in an election;

(10) Endorsing or opposing a candidate for public office in an election or a candidate for political party office in a political advertisement, a broadcast, campaign literature, or similar material, or distributing such material;

(11) Serving as a delegate, alternate, or proxy to a political party convention;

(12) Addressing a convention, caucus, rally, or similar gathering in support of or in opposition to a candidate for public office or political party office;

(13) Initiating or circulating a nominating petition for elective office;

(14) Soliciting, collecting, or receiving a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing; or

(15) Paying or making a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, any committee thereof or committee which contributes to any of the foregoing.

(t) "Political contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise, for purposes of influencing in any way the outcome of any election. For the purposes of this definition, a political contribution does not include:

(1) A loan made at a market rate by a lender in his or her ordinary course of business.

(2) The use of real or personal property and the cost of invitations, food, and beverages, voluntarily provided by an individual in rendering voluntary

personal services on the individual's residential premises for candidate-related activities; provided the value of the service provided does not exceed an aggregate of \$150 in a reporting period as defined in Article 9 of the Illinois Election Code.

- (3) The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge for use in a candidate's campaign is at least equal to the cost of such food or beverage to the vendor.

(u) "Political fundraising committee" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.

(v) "Professional services" means services in any occupation requiring advanced or specialized education and training, including without limitation law, accounting, insurance, real estate, engineering, medicine, architecture, dentistry, banking, finance, public relations, education or consulting.

(w) [(x)] "Relative" means a person who is related to an official or employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

(x) [w] "Seeking to do business[.]" [A person is seeking to do business with the City if he (a) has taken] *means (1) taking* any action within the past 6 months to obtain a contract or business from the City [which] *when*, if such action were successful, *it* would result in the person's doing business with the City; and [(b)] (2) the contract or business sought has not been awarded to any person.

Article 1. Code Of Conduct.

26.2-2. Fiduciary Duty.

Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the City.

26.2-3. Improper Influence.

No official or employee shall make, participate in making or in any way attempt to use his position to influence any City governmental decision or action in which he knows or has reason to know that he has any economic interest distinguishable from its effect on the public generally.

26.2-4. Offering, Receiving And Soliciting Gifts[,] Or Favors.

(a) No person shall give to any official or employee, or to the spouse or minor child of either of them, and none of them shall solicit or accept, any anonymous gift.

(b) No person shall give or offer to give to any official, employee, or City contractor, or the spouse or minor child of either of them, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official, employee or City contractor, concerning the business of the City would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50 does not involve such an understanding.

(c) No person who has an economic interest in a specific City business, service or regulatory transaction shall give, directly or indirectly, to any City official or employee whose decision or action may substantially affect such transaction, or to the spouse or minor child of such official or employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than an occasional one of nominal value (less than \$50) provided, however, nothing herein shall be construed to prohibit such person from accepting gifts from relatives.

(d) Except as prohibited in subsections (a) and (b), nothing in this Section [26.2-14] shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public event.

(e) Any gift given in violation of the provisions of this section shall be turned over to the Comptroller, who shall add the gift to the inventory of City property.

(f) Nothing in this Section [26.2-14] shall prohibit any official or employee, or his spouse or minor child, from accepting a gift on the City's behalf, provided, however, the person accepting the gift shall promptly report receipt of the gift to the Board of Ethics and to the Comptroller, who shall add it to the inventory of City property.

(g) Any official or employee who receives any gift or money for participating in the course of his public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Board of Ethics within five business days.

26.2-5. Solicitation Or Receipt Of Money For Advice Or Assistance.

No official or employee, or the spouse or minor child of any of them, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the City; provided, however, that nothing in this section shall prevent an official or employee or the spouse of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's City duties and responsibilities and rendered as part of his or her non-City employment, occupation or profession.

26.2-6. City-Owned Property.

No official or employee shall engage in or permit the unauthorized use of City-owned property.

26.2-7. Use Or Disclosure Of Confidential Information.

No current or former official or employee shall use or disclose other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

26.2-8. Conflicts Of Interest.

(a) No official or employee shall make or participate in the making of any governmental decision with respect to any matter in which he has any economic interest distinguishable from that of the general public.

(b) Any member of the City Council who has any economic interest distinguishable from that of the general public or all aldermen in any matter pending before the City Council or any Council Committee shall publicly disclose [that] *the* nature and extent of such interest on the records of proceedings of the City Council. He shall abstain from voting on the matter but shall be counted presented for purposes of a quorum. The

obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict.

(c) Any official or employee who has a financial interest in any matter pending before any City agency shall disclose the nature of such interest to the Board of Ethics and, if the matter is pending in his own agency, to the head of the agency; except as provided by Section [26.2-]8(b). However, in the case of aldermen, all disclosures made regarding financial interests in matters pending before City agencies other than the City Council shall be made exclusively to the Committee on Committees, Rules and Ethics in writing. The obligation to report under this subsection arises as soon as the official or employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or worker's compensation benefits.

26.2-9. Representation Of Other Persons.

(a) No elected official or employee may represent, or have an economic interest in the representation of, any person other than the City in any formal or informal proceeding or transaction before any City agency in which the agency's action or non-action is of a non-ministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of his employment, or any elected official from appearing without compensation before any City agency on behalf of his constituents in the course of his duties as an elected official.

(b) No elected official or employee may have an economic interest in the representation of, any person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the City is a party and that person's interest is adverse to that of the City.

(c) No appointed official may represent any person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the official's City duties and responsibilities.

26.2-10. Post-Employment Restrictions.

(a) No former official or employee shall assist or represent any person other than the City in any judicial or administrative proceeding involving the City or any of its agencies, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

(b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or

employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

26.2-11 Interest In City Business.

No elected official or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the City, or is authorized by ordinance. Compensation for property taken pursuant to the City's eminent domain power shall not constitute a financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City. No appointed official shall engage in a transaction described in this section unless the matter is wholly unrelated to the official's City duties and responsibilities.

26.2-12 Contract Inducements.

No payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every City contract and solicitation therefor.

26.2-13 Employment Of Relatives.

(a) No official or employee shall employ or advocate for employment, in any City agency in which said official or employee serves or over which he exercises authority, supervision, or control, any person (i) who is a relative of said official or employee, or (ii) in exchange for or in consideration of the employment of any of said official's or employee's relatives by any other official or employee; provided that the prohibition in (i) applies to City Council Committee staff but not to personal staff of an alderman.

(b) No official or employee shall exercise contract management authority where any relative of the official or employee is employed by or has contracts with persons doing City work over which the City official or employee has or exercises contract management authority.

(c) No official or employee shall use or permit the use of his position to assist any relative in securing employment or contracts with persons over whom the employee or official exercises contract management authority. The employment of or contracting

with a relative [or] of such a City official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a City contract shall be evidence that said employment or contract was obtained in violation of this chapter.

26.2-14 Solicitation [Of] Or Acceptance Of Political Contributions And Membership On Political Fundraising Committees.

(a) No official or employee shall compel, coerce or intimidate any City official or employee to make, refrain from making or solicit any political contribution. Nothing in this section shall be construed to prevent any official or employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution except as set forth in this section or in Sections 26.2-32, 26-30 and [25-42] 19-14, *as amended*, of the Municipal Code.

(b) No non-elected City employee or official shall knowingly solicit or accept any political contribution from a person doing business or seeking to do business with the City. Notwithstanding the foregoing, a non-elected City employee or official who is a candidate for public office may solicit or accept political contributions on behalf of his or her own candidacy from a person doing business or seeking to do business with the City, subject to the same restrictions as are applicable to elected City officials.

(c) No person with contract management authority shall serve on any political fundraising committee.

Article 2. Financial Disclosure.

26.2-15. Statements Of Financial Interests.

(a) For purposes of this article, the following persons shall be referred to as "reporting individuals":

(i) each elected official; and

(ii) each alderman; and

(iii) each appointed official, except a member of an agency that is solely advisory in nature and has no authority to make binding decisions, to enter into contracts or to make expenditures, other than expenditures necessarily incurred for research in connection with its advisory functions; and

(iv) each employee who is compensated for services or occupies a budgeted position as an employee at a rate of \$40,000 per year or more, but not including those

employees whose base salary is less than \$40,000 per year but who earn more than \$40,000 per year due to compensation for overtime hours worked; and

(v) each employee who is compensated for services as an employee at a rate of less than \$40,000 per year for such employment, and also receives additional compensation either for professional services rendered to, or as an independent contractor for, the City in such an amount that his total income for service to the City is \$40,000 per year or more.

(b) Each reporting individual shall file by May 1 of each year a verified written statement of financial interests in accordance with the provisions of this article, unless he has already filed a statement in that calendar year. However, an alderman shall file statements of financial interests with the Office of the City Clerk.

(c) Statements of financial interests shall also be filed by the following:

(i) an elected official at the time of filing his oath of office;

(ii) a person whose appointment to office is subject to confirmation by the City Council at the time when his name is submitted to the Council for consideration;

(iii) any other person at the time he becomes a reporting individual, *including City employees who become reporting individuals because they are newly hired or are receiving a pay increase, or a job or title change.*

(d) The Department of Personnel, the Comptroller's Office and the Office of the Mayor shall cooperate with the Board of Ethics in notifying persons listed in Section 15(c) (ii) and (iii) of their obligation to file statements of financial interests and in effecting the filing of such statements.

([d]e) No appointed official or employee shall be allowed to take the oath of office or enter or continue his duties, nor shall receive compensation from the City, unless he has filed a statement of financial interests with the Board of Ethics as required by this chapter.

26.2-16 Contents Of Statements.

Statements of financial interests shall contain the following information:

(a) The name, address, and type of any professional, business or other organization (other than the City) in which the reporting individual was an officer, director, associate, partner, proprietor or employee, or served in any advisory capacity, and

from which any income in excess of \$2,500 was derived during the preceding calendar year.

(b) The nature of any professional, business or other services rendered by the reporting individual and the name and nature of the person (other than the City) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of \$5,000 was received for professional services by the reporting individual and (2) the person was doing business with the City.

(c) The identity of any capital asset, including the address or legal description of real estate, from which the reporting individual realized a capital gain of \$5,000 or more in the preceding calendar year other than the sale of the reporting individual's principal place of residence.

(d) The name of any unit of government, other than the City, which employed the reporting individual during the preceding calendar year.

(e) The name of any person from whom the reporting individual received during the calendar year one or more gifts or honoraria having an aggregate value in excess of \$500, but not including gifts from relatives.

(f) The name and instrument of ownership in any person conducting business in the City, in which the reporting individual had a financial interest during the preceding calendar year. Ownership interests in publicly held corporations need not be disclosed.

(g) The identity of any financial interest in real estate located in the City, other than the principal place of residence of the reporting individual, and the address or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate.

(h) The name of, and the nature of the City action requested by, any person which has applied to the City for any license or franchise, or any permit for annexation, zoning or rezoning of real estate during the preceding calendar year if the reporting individual has a financial interest in such person.

(i) The name of any person doing business with the City in relation to which person the reporting individual had a financial interest during the preceding calendar year, and the title or description of any position held by the reporting individual in such person.

(j) The name and instrument of debt of all debts in excess of \$5,000 owed by the reporting individual, as well as the name and instrument of debt of all debts in excess of \$5,000 owed to the reporting individual, but only if the creditor or debtor, respectively or any guarantor of the debt, has done work for or business with the City of Chicago in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and

in accordance with other terms and conditions standard for such loans at the time the debt[,] was contracted[,] need not be disclosed. Debt instruments issued by publicly held corporations[,] and purchased by the reporting individual on the open market at the price available to the public[,] need not be disclosed.

26.2-17. Form For Statement Of Financial Interests.

The statement of financial interests required to be filed with the Board of Ethics or, *in the case of aldermen, with the City Clerk,* shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the reporting individual personally. It shall be submitted on a form prescribed by the Board.

26.2-18. Filing Of Statements.

(a) Not later than February 1 of each year, the City Comptroller *and the Department of Personnel* shall certify to the Board of Ethics and, *in the case of aldermen, to the City Clerk* a list (current as of the prior January 1) of the names and mailing addresses of the persons described in Section [18] 15(a) (i), (ii), (iv) and (v) who are required to file a statement of financial interests. In preparing this list, the City Comptroller *and the Department of Personnel* shall set out the names in alphabetical order and shall file a copy of the list with the Board of Ethics and, *in the case of aldermen, with the City Clerk.* Not less than 30 days before the due date for filing statements of financial interests, the City Comptroller *and the Department of Personnel* shall certify to the Board of Ethics a supplemental list of those persons described in Section [26.2-]15 who have, in the interim, become required to file a statement of financial interests. The supplemental list shall be in the same form and be filed in the same manner as the original list certified to the Board of Ethics. *Not later than February 1 of each year, the Office of the Mayor shall certify to the Board of Ethics a list (current as of the prior January 1) of the names and mailing addresses of the appointed officials described in Section 15(a)(iii) who are required to file statements of financial interests. In preparing this list, the Office of the Mayor shall provide names of the governmental bodies to which the officials have been appointed.*

(b) Not later than March 1 of each year, the Board of Ethics or, *in the case of aldermen, the City Clerk,* shall in writing notify all persons required to file statements of financial interests under this Article. Notice shall be by personal delivery or mail. The Board of Ethics may effect personal delivery of such notices by delivering the notices to the various department heads of the City for distribution to employees. Department heads shall notify the Board of Ethics of those employees who have not been served with such notice by April 1. The Board of Ethics shall then take appropriate steps to notify such persons by mail of the filing requirements. Employees shall be notified by mail at the last known address for them appearing in City records.

(c) The Board of Ethics or City Clerk shall deliver a receipt to each person who files a statement under this Article, indicating that the person has filed such statement and the date of such filing.

(d) All statements of financial interests shall be available for examination and duplication by the public in the office of the Board of Ethics or, *in the case of aldermen, in the office of the City Clerk*, during the regular business hours of the City of Chicago, except as otherwise provided by law. Each person examining or requesting duplication of a statement of financial interests must first complete a request form prepared by the Board of Ethics. The request form shall include the name, occupation, employer, address, and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each statement of financial interests to be examined. Requests for the examination or duplication of a statement of financial statements shall be [filed] *processed* as soon as is practicable. Request forms shall be available in the office of the Board of Ethics and City Clerk.

The Board of Ethics or, *in the case of aldermen, the City Clerk*, shall promptly notify each person required to file a statement of financial interests of each examination or duplication of his statement by sending to such person a copy of the completed request form. Costs of duplicating the statement of financial interests shall be paid by the person requesting the duplication.

(e) No person shall use for any commercial purpose information contained *in* or copied from statements of financial interests required to be filed by this chapter or from lists compiled from such statements.

26.2-19. Failure To File Statement By Deadline.

(a) If any person who is required to file a statement of financial interests by May 1 of any year fails to file such a statement, the Board of Ethics or, *in the case of aldermen, the City Clerk* shall, by May 15, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement on or before May 31, *along with a late filing fee of \$20.00*. Failure to file by May 31 shall constitute a violation of this chapter, except as provided in subsection (c).

(b) Any person who first becomes subject to the requirement to file a statement of financial interests within 30 days prior to May 1, of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31 without penalty. The appointing or employing authority shall notify the Board of Ethics or, *in the case of aldermen, the City Clerk*, of the identity of such persons. If such person fails to file such statement by May 31, the Board of Ethics or *City Clerk* shall, within 7 days after May 31, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement of financial interests on or before June 15, *along with a late filing fee of \$20.00* with the Board of Ethics or *in the case of aldermen, with the City Clerk*. Failure to file by June 15 shall constitute a violation of this chapter, except as provided in subsection (c).

(c) Any person who is required to file a statement of financial interests may effect one thirty-day extension of time for filing the statement by filing with the Board of Ethics or, *in the case of aldermen, with the City Clerk*, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the statement. *The filing of such declaration shall suspend application of the late filing fee for the duration of the extension.* Failure to file by *the extended deadline* shall constitute a violation of this chapter.

(d) *A statement of financial interests is considered filed when it is properly completed and received by the Board of Ethics or, in the case of aldermen, by the City Clerk. A declaration of intention to defer filing is considered filed upon receipt by the Board of Ethics or the City Clerk.*

26.2-20. Filing Under Prior Order.

All persons who filed statements of financial interests in 1987 pursuant to Executive Order 86-1 shall be deemed to have complied with the filing requirement of this Article for that year. All elected officials who filed statements of financial interests in 1987 pursuant to the applicable State law shall be deemed to have complied with the filing requirement of this Article for that year.

Article 3. Lobbyist Registration.

26.2-21. Persons Required To Register.

Each lobbyist whose lobbying-related compensation or expenditures [aggregate] *total* \$5,000 or more in the preceding or current calendar year shall register and file reports with the Board of Ethics as provided in this Article.

26.2-22. Persons Or Entities Not Required To Register.

This Article is not intended and shall not be construed to apply to the following:

(a) Persons who own, publish, or are employed by a newspaper or other regularly published periodical, or who own or are employed by a radio station, television station, or other news medium which, in the ordinary course of business, disseminates to the general public news, editorial or other comment, or paid advertisements which directly urge the passage or defeat of, action upon, any legislative or administrative matter. This exemption shall not be applicable to such [a] persons insofar as [he] *they*

receive[s] additional compensation or expenses from any other source for undertaking to influence legislative or administrative action.

(b) Officials and employees of the City of Chicago, or of any other unit of government, who appear in their official capacities before any City agency for the purpose of explaining the effect of any legislative or administrative matter pending before such a body.

(c) Persons who, by reason[s] of their special skills or knowledge of any matter pending before any City agency are requested in writing by (i) a member of the City Council[,] to appear before the City Council, or a committee or other subdivision thereof, to discuss such matter[,]; or (ii) the Commissioner, Director, or Chairman of another City agency to appear before that agency to discuss such matter; regardless [of] whether such persons receive compensation for so appearing. This exemption shall *apply* only [be applicable] to the extent that such persons appear in the foregoing capacity. [To the extent that] *If* such persons also engage in activities [with respect to] *for* which this Article otherwise requires them to register, they shall so register [with respect to] *for* those activities.

26.2-23. Information Required Of Registrants.

No later than January 20th of each year, or within five business days of engaging in any activity which requires such person to register, every person required to register shall file with the Board of Ethics a sworn written statement on a form prescribed by the Board containing the following information:

(a) The registrant's name, permanent address and temporary address (if any) while lobbying.

(b) With respect to each client from which the registrant expects to receive compensation, and each business entity on behalf of which the registrant expects to act as a lobbyist:

(i) the name, business address, permanent address and nature of *the* business of the client or business entity;

(ii) whether the relationship is expected to involve compensation or expenditures or both; *and*

(iii) the name of each City agency before which the registrant expects to lobby.

(c) If such registrant is retained by another business entity pursuant to a written agreement of retainer or employment, a copy of such agreement shall be attached. If

the agreement of retainer is oral, a *written* statement of the substance thereof shall be attached.

26.2-24. Amendment Of Registration Statements.

In the event any substantial change or addition occurs with respect to the information required by this Article to be contained in the registration statement, an amendment to the statement shall be filed with the Board of Ethics within 14 days.

26.2-25. Reports Of Lobbying Activities.

No later than January 20 and July 20 of each year, each registrant shall file with the Board of Ethics a notarized written report of lobbying activities during the previous six calendar months. The report shall be on a form prescribed by the Board and shall contain:

(a) The registrant's name, permanent address and temporary address (if any) while lobbying.

(b) With respect to each client from which the registrant has received cumulative compensation of \$1,000 or more in that calendar year for lobbying:

(i) the name, business and permanent address and nature of business of the client and of any other business entities on whose behalf lobbying was performed for the same compensation;

(ii) a statement of the amount of compensation to the nearest \$5,000;

(iii) the name of each City agency before which the registrant lobbied and a brief description of the legislation or administrative action involved.

(c) The total amount of expenditures, outside his own business entity, for lobbying in each of the following categories:

(i) office expenses;

(ii) public education, advertising and publications;

(iii) compensation to others;

(iv) personal sustenance, lodging, and travel; and

(v) other expenses; provided, however, that each expenditure of \$250.00 or more shall also be itemized by the date of the expenditure, the amount, purpose and beneficiary of the expenditure, the name, address and nature of business of the recipient, and the legislative or administrative action in connection with which said expenditure was made.

26.2-26. Inactive Lobbyists.

Registrants who received no compensation and made no expenditures during a six-month reporting period shall nevertheless file reports as required herein. Such reports shall state that no compensation was received and no expenditures were made during the reporting period.

26.2-27. Failure To File Reports.

If a registrant fails to file a report as required herein, the Board of Ethics shall, within 15 days of the due date, notify the registrant by certified mail of his failure to file by the required date. The registrant shall thereafter file his report within 10 days of the issuance of the notice. Any registrant who fails to file within the 10 days shall be subject to a penalty of \$100 for each day thereafter until the date of filing. Failure to file within the 10 days shall constitute a violation of this chapter.

Any registrant who is required to file a report hereunder may effect one 30- day extension of time for filing the report by filing with the Board of Ethics, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the report. The filing of such declaration shall suspend application of the penalty provisions contained herein for the duration of the extension. Failure to file by the extended date shall constitute a violation of this chapter and shall subject the registrant to a penalty of \$100 per day thereafter.

26.2-28. Termination Of Lobbying.

A registrant who terminates the activities that require registration and filing under this Article shall file with the Board of Ethics a Termination Notice which shall include a report of compensation and expenditures as provided in Section [26.2-]25, covering the period of time to the date of termination of his activities as a lobbyist. Such notice and report shall be final and relieve such registrant of further reporting under this Article unless and until he later undertakes activities requiring him to register again under this Article.

26.2-29. Access To Information.

Registration statements, amendments to statements, reports of compensation and expenditures, and notices of termination shall be maintained and made available to the public by the Board of Ethics. By February 15 of each year, the Board of Ethics shall compile a list of registered lobbyists, which list shall be made available to the public.

26.2-30. Contingent Fees.

No person shall retain or employ a lobbyist for compensation contingent in whole or in part upon the approval or disapproval of any legislative or administrative matter, and no person shall accept any such employment or render any service for compensation contingent upon the approval or disapproval of any legislative or administrative matter.

Article 4.

Board Of Ethics.

26.2-31. Appointment Of Members.

There is hereby created and established the Board of Ethics. The Board shall consist of seven members appointed by the Mayor, with the consent of the City Council. Members of the Board shall (i) reside within the corporate boundaries of the City; (ii) not hold other elected or appointed public or political party office nor endorse, nor engage in any political or campaign activity on behalf of any candidate for public office; (iii) not be an employee of the City or any subdivision thereof; (iv) have no financial interest in any work or business of or official action by the City, or any other governmental agency within the jurisdiction of the State of Illinois, County of Cook, or City of Chicago.

A member of the Board shall be appointed for a term of office of four years and hold office until his successor has been appointed and has qualified, except that members first appointed shall be appointed for the following terms of office: two for one year, two for two years, two for three years and one for four years. Vacancies on the Board shall be filled in the same manner that original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant.

26.2-32. Political Activities Of Board Members And Certain Employees.

No member or employee of the Board shall engage in any political activity, as defined in Chapter 26.2 of the Municipal Code of Chicago, as amended. Nothing in this section

shall apply to activity in connection with an election of a local school council under Article 34 of the Illinois School Code, as amended.

26.2-33. Chair And Vice Chair.

The Board Chair shall be designated by the Mayor. The Board shall elect a Vice Chair from among its membership.

26.2-34. Removal Of Members.

The Mayor, with the consent of the remaining Board members, may remove any member of the Board for incompetency, substantial neglect of duty, gross misconduct or malfeasance in office, or violation of any law, after written notice stating with particularity the grounds for removal, and an opportunity for the member to respond.

26.2-35. Meetings.

Unless otherwise determined by its members, the Board shall meet monthly at a regularly scheduled date and time determined by the Board. Any member may administer oaths and receive testimony from witnesses at a meeting of the Board. Four members of the Board shall constitute a quorum. A majority vote of the total membership shall be necessary to take any action.

26.2-36. Records.

The Board shall keep minutes of its proceedings, showing the vote of each member upon every question[,] or , if absent or failing to vote , indicating such fact, and shall also keep records of its investigations and other official actions. Every rule, regulation, [every] amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall be filed in the office of the Board.

26.2-37. Compensation.

Board members shall receive no compensation for their services, but each Board member may be reimbursed for expenses reasonably incurred in the performance of Board duties.

26.2-38. Powers And Duties.

In addition to other powers and duties specifically mentioned in this chapter, the Board of Ethics shall have the following powers and duties:

(a) To initiate and to receive complaints of violations of any of the provisions of this chapter and to investigate and act upon such complaints as provided by this chapter; provided, however, that the Board shall have no authority to investigate any complaint alleging a violation of any provision of this ordinance or alleging other misconduct by an alderman or an employee of the City Council. If the Board receives a complaint alleging a violation or other misconduct by an alderman or an employee of the City Council, the Board shall, within two days after receipt thereof, transmit such complaint to the standing committee of the City Council having jurisdiction over such complaints.

(b) To conduct investigations, inquiries, and hearings concerning any matter covered by this chapter, subject to the limitation expressed in the preceding subsection, and to certify its own acts and records. In the process of investigating complaints of violations of this chapter, the Board by a majority vote, may request the issuance of a subpoena by the City Council in accordance with Illinois law. The Board may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Board determines that assistance is needed in conducting investigations, or when required by law, the Board shall request the assistance of other appropriate agencies.

(c) To require the cooperation of City agencies, officials, employees and other persons whose conduct is regulated by this chapter, in investigating alleged violations of this chapter. Information reasonably related to an investigation shall be made available to the Board by such persons on written request.

(d) To consult with City agencies, officials and employees on matters involving ethical conduct.

(e) To recommend such legislative action as it may deem appropriate to [effectuate] *effect* the policy of this chapter.

(f) To conduct research in the field of governmental ethics and to carry out such educational programs as it deems necessary to [effectuate] *effect* the policy and purpose of this chapter.

(g) To promulgate rules for the conduct of Board activities, including procedural rules consistent with the 4/3/90 requirements of due process of law. Provided, however, no such rules and regulations shall become effective until 45 days after their submission to the City Council. And, provided further, no such rules and regulations shall become effective if, during said 45-day period, the City Council, by majority vote of the aldermen entitled to be elected, acts to disapprove said rules and regulations.

(h) To prescribe forms for the disclosure and registration of information as provided in this chapter.

(i) To hire such staff as the City Council shall provide in the annual appropriation ordinance.

(j) To prepare and publish, from time to time but at least annually, reports summarizing the Board's activities and to present such reports to the Mayor and the City Council.

(k) To render advisory opinions with respect to the provisions of this chapter based upon a real or hypothetical set of circumstances, when requested in writing by an official or employee, or by a person who is personally and directly involved. Advisory opinions shall be made available to the public, but the identity of the person requesting the opinion and of any person whose conduct is involved in the set of circumstances described in the request for the opinion[,] shall be confidential.

26.2-39. Action On Complaints Or Investigations.

(a) Prior to the conclusion of an investigation, the Board shall give the person under investigation notice of the substance of the complaint and an opportunity to present such written information as the person may desire, including the names of any witnesses the person wishes to have interviewed by the Board.

(b) At the conclusion of an investigation, the Board shall prepare a written report including a summary of its investigation, a complete transcript of any proceeding including but not limited to any testimony heard by the Board, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as it deems appropriate. If the Board determines that the complaint is not sustained, it shall so state in its report and so notify the person investigated and any other person whom the Board has informed of the investigation. If the person investigated is an employee and the Board finds that corrective action should be taken, the Board shall send its report to the head of the department or agency in which the employee works. If the person investigated is a department head or appointed official, and the Board finds that corrective action should be taken, the Board shall send its report to the Mayor. If the person investigated is a City Council employee, and the Board finds that corrective action should be taken, the Board shall send its report to the chairman of the City Council committee or to the alderman for whom the employee works. If the person investigated is an elected official other than an alderman, the Board shall send its report to that official and to the Mayor. In all instances the Board shall also send its report to the Corporation Counsel. A person to whom the Board has transmitted a recommendation for action shall, within 30 days of receipt of the recommendation, report to the Board in writing the actions taken on the recommendation and, to the extent that the person declines to take any recommended action, provide a statement of reasons for his decisions.

Nothing in this section shall preclude the Board from notifying a person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Board to the Corporation Counsel.

26.2-40. Confidentiality.

Complaints to the Board and investigations and recommendations thereon shall be confidential, except as necessary to carry out powers and duties of the Board or to enable another person or agency to consider and act upon the notices and recommendations of the Board; provided that, without identifying the person complained against or the specific transaction, the Board may (a) comment publicly on the disposition of its requests and recommendations and (b) publish summary opinions to inform City personnel and the public about the interpretation of provisions of this chapter.

Article 5. Penalties For Violation.

26.2-41. Sanctions.

(a) Any employee found to have violated any of the provisions of this chapter, or to have furnished false or misleading information to the Board of Ethics with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. Any official who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this chapter, or otherwise violates any provision of this chapter, shall be subject to removal from office.

(b) Any non-elected official, employee, or City contractor who fails to provide documents or information requested by the Board under Section [26.2-13(7)]8 shall be subject to employment sanctions, removal from office, or cancellation of contract rights.

26.2-42. Judicial Penalties.

Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing

false, misleading or incomplete information to the Board of Ethics with the intent to mislead, upon conviction thereof shall be punished by a fine of no more than \$500 for any one offense.

26.2-43. Invalid Actions.

All City contracts shall include a provision requiring compliance with this chapter. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City. Any permit, license, ruling, determination or other official action of a City agency applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this chapter shall be invalid and without any force or effect whatsoever.

26.2-44. Other Remedies.

Nothing in this chapter shall preclude the City from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this chapter or other law, or to recover damages for violation of this chapter.

26.2-45. Relationship To Other Laws.

The procedures and penalties provided in this chapter are supplemental and do not limit either the power of the City Council to discipline its own members or the power of any other City agency to otherwise discipline officials or employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

26.2-46. Sanctions Applicable To Ethics Board.

Any member of the Board of Ethics who knowingly violates Section [26.2-]40 shall be subject to the penalties indicated in Section [26.2-]42.

26.2-47. *Education.*

The Board of Ethics shall promulgate rules and regulations which shall establish and implement a program to educate persons subject to the terms of this chapter about their duties and responsibilities hereunder.

26.2-4[7]8. Severability.

If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 2. This ordinance shall be effective upon passage.

COMMITTEE ON ECONOMIC DEVELOPMENT.

**APPROVAL OF PROPERTY AT 4101 WEST FILLMORE
STREET AS CLASS 6(b) AND ELIGIBLE FOR
COOK COUNTY TAX INCENTIVES.**

The Committee on Economic Development submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman William C. Henry (24th Ward) authorizing Class 6(b) tax incentives for the property located at 4101 West Fillmore Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance to provide certain real estate tax incentives to property owners who rehabilitate and re-occupy property which has been abandoned and which is located in an enterprise zone, and which is used for industrial purposes; and

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

WHEREAS, Fillmore Limited Partnership, an Illinois limited partnership, acquired the industrial property having the common street address of 4101 West Fillmore Street in the City of Chicago; and

WHEREAS, The property has been vacant and abandoned prior to its acquisition by the Fillmore Limited Partnership; and

WHEREAS, The Fillmore Limited Partnership intends to substantially rehabilitate and occupy the subject property; and

WHEREAS, The rehabilitation and use of the subject property will provide significant immediate and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the subject property, this rehabilitation and re-occupancy will generate significant new revenues to the City in the form of real estate and other tax revenues; and

WHEREAS, The subject property is located in Chicago Enterprise Zone I; and

WHEREAS, The Permanent Real Estate Index Numbers for the subject property are 16-15-420-014, 16-15-420-015, 16-15-420-016, and 16-15-423-049; now, therefore,

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

SECTION 1. Class 6(b) tax incentives, pursuant to the Cook County Real Property Classification Ordinance are both appropriate and necessary for the development of the subject property; and

SECTION 2. The City of Chicago hereby approves the classification of the subject property as Class 6(b), and the Class 6(b) incentives shall apply to this property identified as Permanent Real Estate Index Numbers 16-15-420-014, 16-15-420-015, 16-15-420-016, and 16-15-423-049 (Volume 563); and

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

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

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

The Committee on Economic Development submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Mayor Richard M. Daley, changing an area in the vicinity of 63rd and Halsted Streets 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, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, 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, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In September, 1956 the Englewood Community Conservation Board designated an area of 3,060 acres as a Conservation Area pursuant to the Community Conservation Act, and developed the Englewood Conservation Plan which was approved by the Department of Urban Renewal, the Englewood Community Conservation Council and the City Council in 1962; and

WHEREAS, In recognition of the fact that the redevelopment of the commercial core of the Englewood community was needed in order to revitalize the surrounding residential community, the Central Englewood Urban Renewal Project was approved by the Department of Urban Renewal, the Englewood Community Conservation Council and the City Council in 1964; and

WHEREAS, The Plan for the Central Englewood Conservation Project focused on the conservation and rehabilitation of existing commercial buildings and the creation of a pedestrian mall; and

WHEREAS, The 63rd-Halsted area is the commercial retail center of the Central Englewood Urban Renewal Project Area; and

WHEREAS, The 63rd-Halsted area has deteriorated and is obsolete in design, resulting in reduced business activity which is not commensurate with the potential of the area; and

WHEREAS, The Commercial District Development Commission ("Commission") is authorized by Chapter 15.1 of the Municipal Code of the City of Chicago to designate Blighted Commercial Areas; and

WHEREAS, The staff of the Department of Planning has conducted studies and surveys of the 63rd-Halsted area in May and June of 1989 and found that it is eligible as a Blighted Commercial Area as defined in Article 15.1 of the Municipal Code; and

WHEREAS, The Commission designated the 63rd-Halsted area as a Blighted Commercial Area on August 22, 1989 by Resolution No. 89-CDDC-24, a copy of which has been transmitted to this body and is attached hereto and incorporated herein by this reference; and

WHEREAS, In order to effectuate the change of designation from a Conservation Area to a Blighted Commercial Area, the Englewood Conservation Community Council approved Amendment No. 4 to the Englewood Conservation Plan on August 31, 1989, by unanimous vote; and

WHEREAS, In order to effectuate the change of designation from a Conservation Area to a Blighted Commercial Area, the Department of Urban Renewal approved Amendment No. 4 to the Englewood Conservation Plan on September 19, 1989 by Resolution No. 89-DUR-32, a copy of which has been transmitted to this body and is attached hereto and incorporated herein by this reference; and

WHEREAS, Under Amendment No. 4, the Central Englewood Conservation Project would be abolished and the Central Englewood Urban Renewal Plan would be rescinded; and

WHEREAS, Under Amendment No. 4, the area within the proposed 63rd- Halsted Blighted Commercial Area shall be governed by the proposed Redevelopment Plan for the 63rd-Halsted Blighted Commercial Area, as it may be amended from time to time by the Commission; and

WHEREAS, The Commission approved the 63rd-Halsted Redevelopment Plan on August 22, 1989 by Resolution No. 89-CDDC-25, a copy of which has been transmitted to this body and is attached hereto and incorporated herein by this reference; now, therefore,

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

SECTION 1. The designation of Blighted Commercial Area 63rd-Halsted is hereby approved. The 63rd-Halsted Blighted Commercial Area is described as follows:

Legal Description.

63rd-Halsted Blighted Commercial Area.

A tract of land located in the west half southwest quarter of Section 16-38-14, east half southeast quarter of Section 17-38-14, east half northeast quarter of Section 20-38-14 and the west half northwest quarter of Section 21-38-14 in the City of Chicago, County of Cook and State of Illinois and bounded by a line as follows:

beginning at the intersection of the center line of South Halsted Parkway and the center line of South Halsted Street; thence easterly, southeasterly and southerly along the center line of said South Halsted Parkway to the intersection with the center line of West Englewood Avenue extended westerly; thence easterly along said center line of West Englewood Avenue to the center line of South Wallace Avenue; thence southerly along said center line of South Wallace Avenue to the center line of West 63rd Street; thence westerly along the center line of West 63rd Street to the center line of South Halsted Parkway; thence southerly along the center line of said South Halsted Parkway to the intersection with the east line of South Emerald Avenue; thence southerly along said east line of South Emerald Avenue to the intersection with the north line extended of Lot 36 in Leopold Mayer's Subdivision of the north half of Block 15 and Lots 2, 3 and 6 of Block 14 of Linden Grove Subdivision of part of the northwest quarter of Section 21-38-14; thence westerly along said north line of Lot 36 aforesaid to the intersection with the center line of the 14-foot public alley parallel to and first west of South Emerald Avenue; thence southerly along said center line of the 14-foot public alley aforesaid to the center line of West 66th Street; thence westerly along the center line of West 66th Street to the center line of the 16-foot public alley parallel to and first west of South Halsted Street; thence northerly along the center line of said 16-foot public alley to the intersection with the center line of West 65th Street; thence westerly along the center line of West 65th Street to the center line of South Green Street; thence northerly along the center line of South Green Street to the intersection with the center line of West 64th Street; thence westerly along said center line of West 64th Street to the intersection with the center line of South Peoria Street; thence northerly along the center line of South Peoria Street to the intersection with the center line of the 16-foot public alley parallel to and first south of West 63rd Street; thence westerly along the center line of said 16-foot public alley to the intersection with the center line of South Morgan Street; thence northerly along the center line of South Morgan Street to the intersection with the center line of West 63rd Street Parkway; thence northerly and northeasterly along said center line to the intersection with the center line of South Halsted Street; thence northerly along the center line of South Halsted Street to the point of beginning.

The 63rd-Halsted Blighted Commercial Area Is Located In The Following Subdivision:

Section 16-38-14.

Lister's Subdivision of the west three-fifths of the south half southwest quarter Section 16-38-14.

Also

Hoyt, Canfield and Matheson's Subdivision of the south half southwest quarter southwest quarter Section 16-38-14.

Also

Lewis L. Coburn's Subdivision of Lots 27 to 33 both included in Block 1 of Hoyt, Canfield and Matheson's Subdivision of the south half southwest quarter southwest quarter of Section 16-38-14.

Section 17-38-14.

Crocker's Subdivision of the east part of the southeast quarter of Section 17-38-14.

Also

Ehler and Hessert's Subdivision of the north 5-1/3 acres of the south 9-1/2 acres of the southeast quarter of the southeast quarter of Section 17-38-14.

Also

Crocker's Resubdivision of the south half west half southeast quarter of Section 17-38-14.

Also

Subdivision of Blocks 7, 8, 9 and 11 in Thompson and Holmes' Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17-38-14.

Also

Subdivision of the south 4-1/6 acres of the southeast quarter of the southeast quarter of Section 17-38-14.

Also

County Clerk's Division of Block 2 in a subdivision of the south 4-1/6 acres of the southeast quarter southeast quarter of Section 17-38-14.

Also

Subdivision of Lots 22, 23 and 24 in Block 1 of Crocker's Resubdivision of the south half west half southeast quarter southeast quarter of Section 17-38-14.

Section 20-38-14.

Lucy M. Green's Addition to Chicago Section 20-38-14.

Also

Hart and Frank's Subdivision of the north half southeast quarter northeast quarter of Section 20-38-14.

Also

Frank C. Rathje's Subdivision of part of Block 1 in the Lucy M. Green Addition to Chicago in Section 20-38-14.

Section 21-38-14.

Linden Grove being the northwest 35 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Burnet's Subdivision of Lots 23, 6 and 7 in Block 5 Linden Grove being the northwest 35 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Mrs. Wistler's Subdivision of Lots 1 through 10 inclusive also Lot 12 in Block 6 of Linden Grove Subdivision of the west half northwest quarter of Section 21-38-14.

Also

Leopold Mayer's Subdivision of the north half of Block 15 and Lots 2, 3 and 6 in Block 14 of Linden Grove Subdivision of part of the northwest quarter of Section 21-38-14.

Also

Dollard's Subdivision of Lots 14, 10 and 11 Block 5, Linden Grove Subdivision being part of the northwest quarter of Section 21-38-14.

Also

Angie Page's Subdivision of Lots 9, 10, 11, 12, 14 and the north 45 feet of Lot 15 Block 15 Linden Grove Subdivision of the west 35 acres of the north 70 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Rich's Subdivision of Lot 5 the north 25 feet of Lot 8 and Lot 9 in Block 5 in Linden Grove being a subdivision of the west 35 acres of the north 70 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Charles Hurst's Resubdivision of Lots 1, 2, 3, 4 and the east 17 feet of Lot 5 in Block 6 in the Assessor's Subdivision of Section 21-38-14.

SECTION 2. The Amendment Number 4 to the Englewood Conservation Plan is hereby approved.

SECTION 3. The 63rd-Halsted Redevelopment Plan is hereby approved.

SECTION 4. The Comptroller is hereby directed to debit fund number 837-07- 2535-0610 and credit fund number 325-21-2615-5725-2615 in the amount of \$87,500 as reimbursement for the acquisition costs of land in the 63rd-Halsted area.

SECTION 5. The Corporation Counsel is authorized to institute eminent domain proceedings as may be appropriate for the acquisition of land necessary to implement the 63rd-Halsted Redevelopment Plan.

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

Resolution Numbers 89-C.D.D.C.-24, 89-D.U.R.-32 and 89-C.D.D.C.-25 attached to this ordinance read as follows:

Commercial District Development Commission

City Of Chicago

Resolution 89-C.D.D.C.-24

*Approving The Designation Of The 63rd-Halsted Blighted
Commercial Area.*

Whereas, Pursuant to the Urban Renewal Consolidation Act of 1961 the Department of Urban Renewal is authorized to designate conservation areas and conservation projects within such conservation areas; and

Whereas, The Department of Urban Renewal, the Englewood Community Conservation Council and the City Council of Chicago have approved the designation of the Central Englewood Area as a Conservation Project in 1963; and

Whereas, The Commissioner of Planning, the Commissioner of Housing and the Commissioner of Economic Development have agreed in 1989 that because of its commercial character the central portion of the Central Englewood Conservation Project should be designated as a Blighted Commercial Area and transferred to the jurisdiction of the Commercial District Development Commission, hereinafter referred to as the "Commission"; and

Whereas, The Commission is authorized by Article 15.1 of the Municipal Code of Chicago to designate Blighted Commercial Areas; and

Whereas, The staff of the Department of Planning has conducted studies and surveys of the area described below in May and June of 1989 and found that it is eligible as a Blighted Commercial Area as defined in Article 15.1 of the Municipal Code; and

Whereas, The Commission desires to evidence its intention to designate the commercial portion of the Central Englewood Area described below as a Blighted Commercial Area to be known as the 63rd-Halsted Blighted Commercial Area;

Now, Therefore, Be It Resolved That:

1. The 63rd-Halsted Area is hereby designated as a Blighted Commercial Area and transferred to the jurisdiction of the Commission.
2. The 63rd-Halsted Blighted Commercial Area is described as follows:

Legal Description.

63rd-Halsted Blighted Commercial Area.

A tract of land located in the west half southwest quarter of Section 16-38-14, east half southeast quarter of Section 17-38-14, east half northeast quarter of Section 20-38-14 and the west half northwest quarter of Section 21-38-14 in the City of Chicago, County of Cook and State of Illinois and bounded by a line as follows:

beginning at the intersection of the center line of South Halsted Parkway and the center line of South Halsted Street; thence easterly, southeasterly and southerly along the center line of said South Halsted Parkway to the intersection with the center line of West Englewood Avenue extended westerly; thence easterly along said center line of West Englewood Avenue to the center line of South Wallace Avenue; thence southerly along said center line of South Wallace Avenue to the center line of West 63rd Street; thence westerly along the center line of West 63rd Street to the center line of South Halsted Parkway; thence southerly along the center line of said South Halsted Parkway to the intersection with the east line of South Emerald Avenue; thence southerly along said east line of South Emerald Avenue to the intersection with the north line extended of Lot 36 in Leopold Mayer's Subdivision of the north half of Block 15 and Lots 2, 3 and 6 of Block 14 of Linden Grove Subdivision of part of the northwest quarter of Section 21-38-14; thence westerly along said north line of Lot 36 aforesaid to the intersection with the center line of the 14-foot public alley parallel to and first west of South Emerald Avenue; thence southerly along said center line of the 14-foot public alley aforesaid to the center line of West 66th Street; thence westerly along the center line of West 66th Street to the center line of the 16-foot public alley parallel to and first west of South Halsted Street; thence northerly along the center line of said 16-foot public alley to the intersection with the center line of West 65th Street; thence

westerly along the center line of West 65th Street to the center line of South Green Street; thence northerly along the center line of South Green Street to the intersection with the center line of West 64th Street; thence westerly along said center line of West 64th Street to the intersection with the center line of South Peoria Street; thence northerly along the center line of South Peoria Street to the intersection with the center line of the 16-foot public alley parallel to and first south of West 63rd Street; thence westerly along the center line of said 16-foot public alley to the intersection with the center line of South Morgan Street; thence northerly along the center line of South Morgan Street to the intersection with the center line of West 63rd Street Parkway; thence northerly and northeasterly along said center line to the intersection with the center line of South

Halsted Street; thence northerly along the center line of South Halsted Street to the point of beginning.

The 63rd-Halsted Blighted Commercial Area is located in the following subdivisions:

Section 16-38-14.

Lister's Subdivision of the west three-fifths of the south half southwest quarter Section 16-38-14.

Also

Hoyt, Canfield and Matheson's Subdivision of the south half southwest quarter southwest quarter Section 16-38-14.

Also

Lewis L. Coburn's Subdivision of Lots 27 to 33 both included in Block 1 of Hoyt, Canfield and Matheson's Subdivision of the south half southwest quarter southwest quarter of Section 16-38-14.

Section 17-38-14.

Crocker's Subdivision of the east part of the southeast quarter of Section 17-38-14.

Also

Ehler and Hessert's Subdivision of the north 5-1/3 acres of the south 9-1/2 acres of the southeast quarter of the southeast quarter of Section 17-38-14.

Also

Crocker's Resubdivision of the south half west half southeast quarter of Section 17-38-14.

Also

Subdivision of Blocks 7, 8, 9 and 11 in Thompson and Holmes' Subdivision of the east 45 acres of the north 60 acres of the southeast quarter of Section 17-38-14.

Also

Subdivision of the south 4-1/6 acres of the southeast quarter of the southeast quarter of Section 17-38-14.

Also

County Clerk's Division of Block 2 in a subdivision of the south 4-1/6 acres of the southeast quarter southeast quarter of Section 17-38-14.

Also

Subdivision of Lots 22, 23 and 24 Block 1 of Crocker's Resubdivision of the south half west half southeast quarter southeast quarter of Section 17-38-14.

Section 20-38-14.

Lucy M. Green's Addition to Chicago Section 20-38-14.

Also

Hart and Frank's Subdivision of the north half southeast quarter northeast quarter of Section 20-38-14.

Also

Frank C. Rathje's Subdivision of part of Block 1 in the Lucy M. Green Addition to Chicago in Section 20-38-14.

Section 21-38-14.

Linden Grove being the northwest 35 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Burnet's Subdivision of Lots 23, 6 and 7 in Block 5 Linden Grove being the northwest 35 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Mrs. Wistler's Subdivision of Lots 1 through 10 inclusive also Lot 12 in Block 6 of Linden Grove Subdivision of the west half northwest quarter Section 21-38-14.

Also

Leopold Mayer's Subdivision of the north half of Block 15 and Lots 2, 3 and 6 in Block 14 of Linden Grove Subdivision of part of the northwest quarter of Section 21-38-14.

Also

Dollard's Subdivision of Lots 14, 10, and 11 Block 5, Linden Grove Subdivision being part of the northwest quarter of Section 21-38-14.

Also

Angie Page's Subdivision of Lots 9, 10, 11, 12, 14 and the north 45 feet of Lot 15 Block 15 Linden Grove Subdivision of the west 35 acres of the north 70 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Rich's Subdivision of Lot 5 the north 25 feet of Lot 8 and Lot 9 in Block 5 in Linden Grove being a subdivision of the west 35 acres of the north 70 acres and the south 90 acres of the northwest quarter of Section 21-38-14.

Also

Charles Hurst's Resubdivision of Lots 1, 2, 3, 4 and the east 17 feet of Lot 5 in Block 6 in the Assessor's Subdivision of Section 21-38-14.

3. The Chairman of the Commission is authorized to deliver a certified copy of this resolution to the City Council with a request for the approval of this designation and transfer.

Resolution Number 89 DUR-32

To Approve Amendment Number 4
To The Englewood Conservation Plan.

Whereas, The staff of the Department of Housing has prepared Amendment No. 4 to the Englewood Conservation Plan for the Department of Urban Renewal Board (hereinafter referred to as the "Board"), dated September, 1989, and entitled "Englewood Conservation Plan Amendment No. 4"; and

Whereas, Said Amended Plan consists of the following documents:

- A. A narrative report which introduces the plan amendment; sets forth its purpose; and defines specific land use controls; and

B. A Land Use Map, dated September, 1989; and

Whereas, Amendment No. 4 of said Plan was duly considered by the Englewood Conservation Community Council at its August 31, 1989 meeting and approved by a unanimous vote on said date; and

Whereas, The Department of Housing has reviewed Amendment No. 4 to the Englewood Conservation Plan and finds that said Plan Amendment is in accord with the modern principles of urban planning; and

Whereas, The Board has reviewed said Plan, consisting of seven (7) pages and two (2) exhibits, and desires to approve the same; now, therefore;

It Is Hereby Resolved By The Department Of Urban Renewal Of The City Of Chicago That:

1. The Englewood Conservation Plan submitted and entitled "Englewood Conservation Plan Amendment No. 4", dated September, 1989, is hereby approved.

2. The Commissioner of the Department of Housing is authorized to transmit a certified copy of this resolution and Amendment No. 4 to the City Council of the City of Chicago and to request that said body approve said amendment.

Commercial District Development Commission

City Of Chicago

Resolution 89-CDDC-25

Approving The Redevelopment Plan For The 63rd-Halsted Blighted
Commercial Area.

Whereas, The Commercial District Development Commission, hereinafter referred to as the "Commission", has approved the designation of the 63rd- Halsted Blighted Commercial Area, hereinafter referred to as the "Area"; and

Whereas, The staff of the Department of Planning has conducted studies and investigations regarding a redevelopment plan for the Area; and

Whereas, The Department of Planning has prepared a Redevelopment Plan for the Area, hereinafter referred to as the "Plan"; and

Whereas, The Commission has studied said Plan and desires to evidence its approval of the Plan;

Now, Therefore, Be It Resolved That:

1. The Redevelopment Plan for the 63rd-Halsted Blighted Commercial Area, to be known as the 63rd-Halsted Redevelopment Plan, is hereby approved.
2. The Chairman of the Commission is authorized to deliver a certified copy of this resolution to the City Council with a request for the Plan aforesaid.

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

**EXECUTION OF AGREEMENT FOR INTERCONNECTION OF CITY'S
NORTHWEST INCINERATOR CO-GENERATION FACILITY TO
COMMONWEALTH EDISON COMPANY FACILITIES.**

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, having met on Friday, April 20, 1990 at 10:00 A.M. and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance authorizing the execution of an agreement for the interconnection of the City of Chicago Northwest Incinerator Co-Generation Facility to Commonwealth Edison Company. (Introduced November 15, 1989 by Mayor Richard M. Daley.)

This recommendation was concurred in by members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) KEITH A. CALDWELL,
Chairman.

On motion of Alderman Caldwell, the said proposed substitute 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, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

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 is authorized to execute, the City Clerk to attest to and the Commissioners of Public Works and Streets and Sanitation to approve, upon approval of the Corporation Counsel as to form and legality, an agreement with Commonwealth Edison providing for the interconnection of the City's Northwest Incinerator Co-Generation Facility to Commonwealth Edison facilities, described therein, said agreement to be substantially in the following form:

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

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to Commonwealth Edison Company, to the attention of the Senior Marketing Engineer of such company at 3500 North California Avenue, Chicago, Illinois 60618-5816.

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

Project Agreement attached to this ordinance reads as follows:

Project Agreement.

This Agreement, entered into this ____ day of _____ 1990, by and between Commonwealth Edison Company hereinafter referred to as "Edison" and the City of Chicago acting through its Department of Public Works and the Department of Streets and Sanitation hereinafter referred to as "City".

Witnesseth:

Whereas, The Illinois Commerce Commission Regulations, 83 IL.AD.Code, Chap. I, Part 430, require owners and operators of electric energy facilities to execute an agreement with a public utility where interconnection is sought; and

Whereas, The City's Northwest Incinerator will generate electricity and, as such, is required under the Illinois Commerce Commission Regulations to interconnect with a public utility; and

Whereas, Edison is the public utility which will be interconnected with the Northwest Incinerator and such interconnections are necessary to sustain proper voltage and/or frequency; and

Whereas, The failure to provide interconnections may result in equipment damage and/or personal injury which would present a danger to the citizens of Chicago and Edison employees;

Now, Therefore, Be It Resolved that the parties hereto do agree as follows:

1. This agreement between Edison and the City concerns modifications to Edison facilities to interconnect the Northwest Incinerator, also known as the Chicago Waste-to-Energy Facility (the Facility), which will produce electric power as well as consume electricity, and the Edison system. It also addresses certain modifications to City facilities performed for the aforementioned purpose.

2. Edison undertook to make, and has completed, all modifications and installations of electrical equipment to its facilities necessary under good engineering practices to permit interconnection and interconnected operation of the Northwest Incinerator Co-Generation Facility (the "Facility"). Edison represents that the work was done in conformity with good engineering practice, Edison interconnection requirements, and all applicable law(s). Edison warrants that no further modification of or addition to its physical facilities are necessary to permit interconnected operation of the Facility, either as currently configured or with the addition of a thirdone-megawatt turbine generator. If additional work is necessary, Edison will perform the same and provide any required equipment or facilities at its own expense.

3. The equipment that Edison installed to permit interconnected operation of the Facility is listed on Exhibit A, which is attached to this Agreement and incorporated by this reference herein. It includes an Electric Service Station, transformers, protective apparatus, supply line and other electrical equipment, in the location designated on the sketch attached as Exhibit B, which is incorporated by this reference herein. All equipment installed by Edison is the property of Edison and will be maintained and replaced by Edison at its own expense, as necessary, in conformity with good engineering practices and all applicable law(s).

4. As compensation for all physical facilities and work performed by Edison and/or necessary under good engineering practices and Edison practices to permit interconnected operation of the Facility, the City agrees to pay, and Edison agrees to accept, a total of Seventy-one Thousand Five Hundred Ninety- nine and 76/100 Dollars (\$71,599.76), a breakdown of which is included in Exhibit "A" attached hereto.

5. The City is required to install at its own expense as per Section 430.40 of the Act equipment necessary to permit interfacing the interconnected operation of this Facility with the Edison System (the "City Equipment"), such equipment being listed in Exhibit "C" which is attached to and incorporated herein by reference. The City Equipment is currently the property of the City and shall remain City property after installation. Edison warrants that no further modification of or addition to the physical facilities by the City other than the City Equipment is necessary to permit interconnected operation of the Facility, either as currently configured or with the addition of a third one-megawatt turbine generator. If additional work, other than maintenance of existing facilities, or additional equipment becomes necessary, Edison will perform and provide the same at its own expense.

In Witness Whereof, The City and Edison have caused this Agreement to be executed by their respective officials and attested to on the date hereinabove listed.

[Signature forms omitted for printing purposes.]

[Exhibit "B" attached to this Project Agreement
printed on page 14891 of this Journal.]

Exhibits "A" and "C" attached to this Project Agreement read as follows:

Exhibit "A".

- 1) Humboldt Pk TSS-38
Material Costs

Unit

2	Beckwith Relays	\$3,720.00
3	Pot Devices	\$3,255.00
3	Pri Fuses (.5 AMP)	\$ 465.00
1	Test Switches	\$ 390.00
	Miscl, ZIC, Insul Barriers on Pots/ Relay, Cable, Terminal Blocks, et cetera	\$1,910.00
	Sub Total	<u>\$ 9,810.00</u>

Labor Costs	201 MHRS	\$13,460.00
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2) AMCO Corp, ESS-Y-483-1
Material Costs

Unit

1	Beckwith Relays	\$1,860.00
2	Pot Devices	\$2,170.00
2	Primary Fuses (.5 AMP)	\$ 310.00
1	Test Switch	\$ 195.00
	Miscl. Matter., Z' .C., Insul Barrier	\$1,045.00
	On Pots/Relays, Cable, Term Black	
	Sub Total	<u>\$5,580.00</u>

Labor Costs	200 MHRS	\$9,580.00
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3) Helene Curtis ESS-X481A
Material Costs

Unit

1	Beckwith Relay	\$1,860.00
2	Pot Devices	\$2,170.00
2	Pri Fuses (.5 AMP)	\$ 310.00
1	Test Switch	\$ 195.00
	Miscl. Matter., i.e., Insul Barrier	\$1,195.00
	On Pots/Relays, Cable, Term Black	
	Sub Total	<u>\$5,730.00</u>

Labor Costs 190 MHRS \$9,100.00

4) City Of Chicago, NW Incinerator
Material Costs

1	Relay Cabinet (Voltage Pel.)	\$2,000.00
4	Pot Services	\$4,340.00
	Miscl. Matl., i.e., Cable, Term. Blk.	\$ 660.00
	Sub Total	<u>\$ 7,000.00</u>

Labor Costs 175 MHRS \$ 8,382.00

Sub Total \$63,652.00

Base Rev. Tax (4.2%)	\$ 2,883.38
State Tax (0.9%)	\$ 64.38
TOTAL	<u>\$71,599.76</u>

Exhibit "C".

1. New Door. Remove the three (3) specified direction over-current relays (device 67), remove existing door and install new door to the panel.
2. Fabricate a new motor control door and panel (including three new over/under) voltage relays (device 27/59) and one (1) new three-phase distance relay (device 21).
3. Install interlocks (between the Commonwealth Edison switchgear and the generator breakers).
4. Modify metering (to provide a separate readout for power flowing into the Commonwealth Edison System).

**COMMITTEE ON HOUSING, LAND ACQUISITION,
DISPOSITION AND LEASES.**

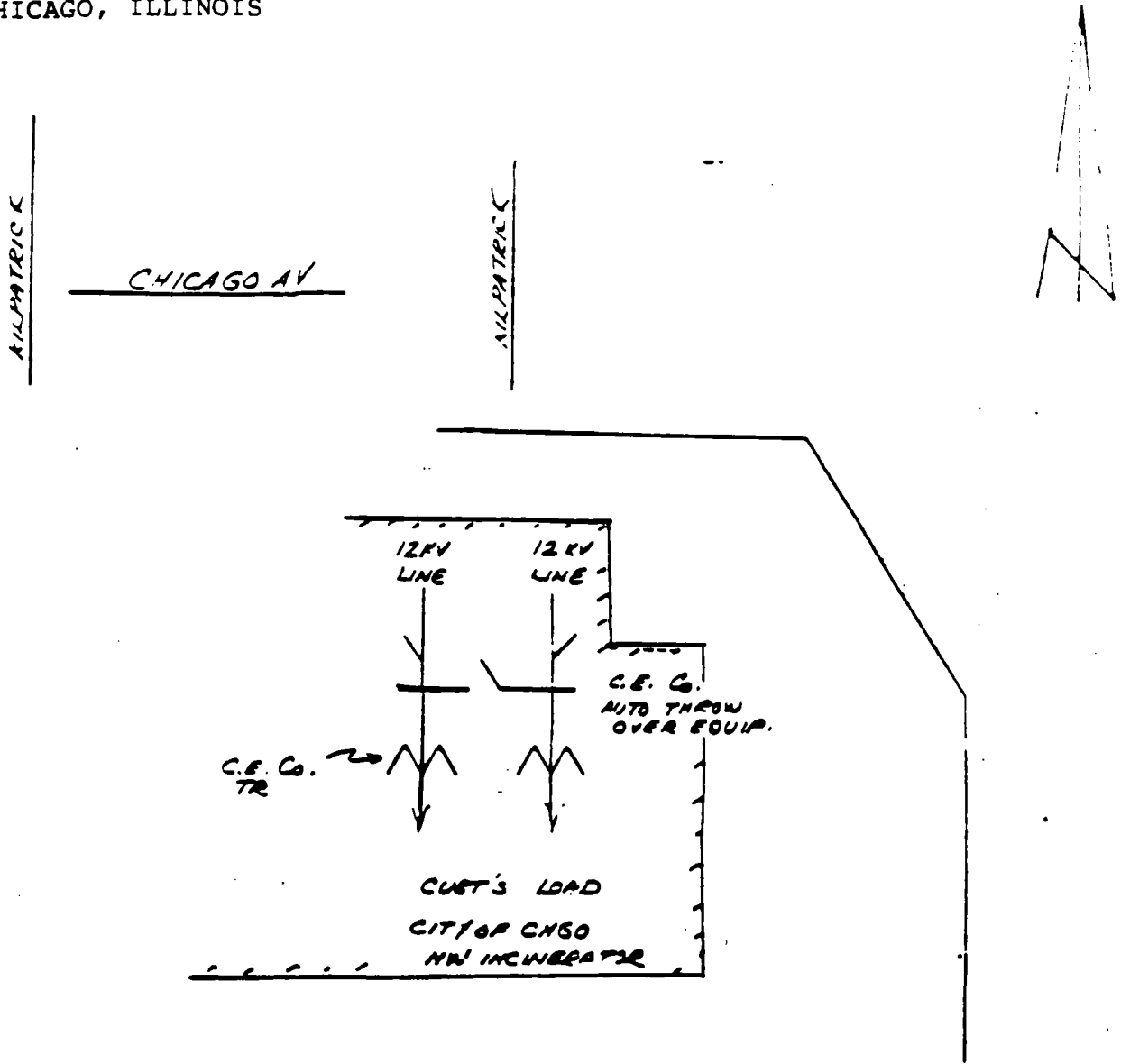
**AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

(Continued on page 14892)

EXHIBIT "B".

CITY OF CHICAGO
NORTHWEST INCINERATOR
750 NORTH KILBOURN AVENUE
CHICAGO, ILLINOIS



SKETCH # CN 63-001
DATED 4/11/88
R-HP

(Continued from page 14890)

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for twenty-five ordinances granting the authority to advertise for sale city-owned property at the following locations:

1054 North California Avenue;

5135 South Calumet Avenue;

1226 North Campbell Avenue;

6330 -- 6342 North Campbell Avenue/6331 -- 6343 North Maplewood Avenue;

3223 -- 3225 West Cermak Road;

972 West Cullerton Street;

2214 -- 2220 North Drake Avenue/3545 -- 3547 West Lyndale Street;

3855 -- 3859 South Emerald Avenue;

8437 South Gilbert Court;

3608 South Halsted Street;

3927 -- 3947 South Halsted Street;

2503 West Lake Street;

3241 West Ogden Avenue;

4800 -- 4802 South Prairie Avenue/219 -- 229 East 48th Street;

1104 South Sacramento Avenue;

4325 -- 4329 South Vincennes Avenue;
3843 South Wallace Street;
2437 West Warren Boulevard;
2447 -- 2449 West Warren Boulevard/15 -- 19 North Campbell Avenue;
1887 North Winnebago Avenue;

2414 West 35th Street;
621 -- 623 East 41st Street;
814 -- 824 West 57th Street;
1919 West 63rd Street; and
943 -- 945 East 82nd Street/8201 -- 8203 South Ingleside Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

1054 North California Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Block 8 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7, 8, 9, 10, 11, 13, 14 and 15 and Lots 2, 4, and 5 in Block 17 in Carter's Subdivision of Blocks 1 to 4 and 7 in Clifford's Addition to Chicago in Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1054 North California Avenue, Permanent Tax No. 16-01-308-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 of the Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

5135 South Calumet Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the south 6 feet of the north 40 feet of the south 69.5 feet of the west 150 feet of Lot 17 in Bailey's Subdivision of the north 20 acres of the northeast quarter of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5135 South Calumet Avenue, Permanent Tax No. 20-10-306-008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 of the Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1226 North Campbell Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 13 in Block 6 in Winslow & Jacobson's Subdivision of the southeast quarter of the northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1226 North Campbell Avenue, Permanent Tax No. 16-01-227-028)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 of the Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*6330 -- 6342 North Campbell Avenue/
6331 -- 6343 North Maplewood Avenue.
(Parking Site Number 46)*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following improved parking facility which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 9 to 12 both inclusive, Lots 31 to 34 both inclusive, Lot 13 (except the south 21 feet hereof) and Lot 30 (except the south 21 feet thereof), together with all that part of the north and south 16-foot vacated public alley lying east of and adjoining the east line of Lots 9 to 13 both inclusive, lying west of and adjoining the west line of Lots 30 to 34 both inclusive, lying north of and adjoining the north line of the south 21 feet of said Lot 13 produced east 16 feet and lying south of and adjoining the north line of said Lot 9 produced east 16 feet, all in Block 1 of Ellis and Morris Second Addition to North Edgewater, being a subdivision of the north half of the east half of the west half of the east half of the northeast quarter of Section 1, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6330 -- 6342 North Campbell Avenue/6331 -- 6343 North Maplewood Avenue, Permanent Tax Nos. 13-01-205-033, 034, 035, 036, 037, 038, 039 and 040, Parking Site No. 46)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 of the Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3223 -- 3225 West Cermak Road.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 9 and 10 in Block 1 in Kravolec and Kasper's Subdivision of the east half of the northeast quarter (except the south 44 acres thereof) of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3223 -- 3225 West Cermak Road, Permanent Tax Nos. 16-26-207-001 and 002)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 of the Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

972 West Cullerton Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 28 in the subdivision of Block 13 of Walsh and McMullen's Subdivision of the south three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 972 West Cullerton Street, Permanent Tax No. 17-20-423-028)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 of the Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*2214 -- 2220 North Drake Avenue/
3545 -- 3547 West Lyndale Street.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 196 -- 197 in the subdivision of the north half of the west third of the northeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2214 -- 2220 North Drake Avenue/3545 -- 3547 West Lyndale Street, Permanent Tax No. 13-35-212-010)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3855 -- 3859 South Emerald Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 49 and 50 in Block 4 of McPherson and Allerton's Addition to Chicago, being Block 25 in Canal Trustee's Subdivision of the west half of the southwest quarter of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3855 -- 3859 South Emerald Avenue, Permanent Tax No. 17-33-322-045)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

8437 South Gilbert Court.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 59 in Block 2 in Cole and Corey's Subdivision of Lot 9 in Assessor's Division of the west half of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, and that part of the southeast quarter of Section 32, lying east of the Chicago, Rock Island and Pacific Railroad, all in Cook County, Illinois (commonly known as 8437 South Gilbert Court, Permanent Tax No. 20-33-310-016)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3608 South Halsted Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Block 7 in Gage and Others' Subdivision of the east half of the southeast quarter of Section 32, Township 40 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 3608 South Halsted Street, Permanent Tax No. 17-32-410-015)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3927 -- 3947 South Halsted Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 24 to 32 inclusive in subdivision of Block 4 in Superior Court Partition of the west half of the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3927 -- 3947 South Halsted Street, Permanent Tax No. 20-04-100-004)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2503 West Lake Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Block 3 in James Morgan's Subdivision of part of the east 33.81 acres of the southeast quarter of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2503 West Lake Street, Permanent Tax No. 16-12-416-024)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3241 West Ogden Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in H. Davis' Subdivision of Lots 40, 41 and 42 of Block 9 in Douglas Park Addition to Chicago, a subdivision of all that part of the east half of the southeast quarter (south of Ogden Avenue); also Lots 4 and 5 of Circuit Court Partition of the west half of the west half of the east half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3241 West Ogden Avenue, Permanent Tax No. 16-23-413-010)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*4800 -- 4802 South Prairie Avenue/
219 -- 229 East 48th Street.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1, 2, 3 and 4 in Barry and Fellows Subdivision of Lots 8 and 9 in Herman Doescher's Subdivision of the north 2 acres of the west 4 acres of the 8 acres lying north of and adjoining the south 12 acres of the northeast quarter of the northwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4800 -- 4802 South Prairie Avenue/219 -- 229 East 48th Street, Permanent Tax No. 20-10-109-014)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1104 South Sacramento Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Block 1 in Walker and Armour's Addition to Chicago, being a subdivision of Blocks 7 and 8 in Piper's Subdivision of the south 45 acres of the west half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1104 South Sacramento, Permanent Tax No. 16-13-327-019)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

4325 -- 4329 South Vincennes Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 15, 16 and 17 in Block 2 in B.R. Conkrite and Company's Subdivision of that part of the north half of the north half of the northwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4325 -- 4329 South Vincennes Avenue, Permanent Tax Nos. 20-03-401-011, 012 and 013)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

3843 South Wallace Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 32 in Block 2 in the subdivision of the south half of Block 27 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 3843 South Wallace Avenue, Permanent Tax No. 17-33-325-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2437 West Warren Boulevard.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 26 in Boone's Addition to Chicago, a subdivision of the east block of the east 33.81 acres of the south half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2437 West Warren Boulevard, Permanent Tax No. 16-12-428-005)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*2447 -- 2449 West Warren Boulevard/
15 -- 19 North Campbell Avenue.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 21 and 22 in Block 1 in L. D. Boones Addition to Chicago being a subdivision of southeast Block 1 of east 33.81 acres in south half of southeast quarter of Section 12, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 2447 -- 2449 West Warren Boulevard/15 -- 19 North Campbell Avenue, Permanent Tax No. 16-12-428-001)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1887 North Winnebago Avenue.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized

to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 6 (except the northeasterly 36-3/4 feet) in Block 12 in Pierce's Addition to Holstein in the southwest quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1887 North Winnebago Avenue, Permanent Tax No. 14- 31-308-027)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

2414 West 35th Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 11 in Proudfoot's Subdivision of (except the west 100 feet) in Block 35 in S. J. Walker's Subdivision of that part lying south of Canal of the northeast quarter of Section 36, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2414 West 35th Street, Permanent Tax No. 16-36-204-028)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

621 -- 623 East 41st Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 6 and 7 in McKeever's Resubdivision of the north half of Lots 23, 24, 25 and 26 both inclusive in Dobbins Subdivision of the north half of the southeast quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 621 -- 623 East 41st Street, Permanent Tax Nos. 20-03- 214-011 and 012)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

814 -- 824 West 57th Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 2, 3, 4, 5, 6 and 7 in Delaware Witt C. Butt's Resubdivision of Lots 25, 26, 27 and 28 in Eames' Subdivision of the northeast quarter of the northeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 814 -- 824 West 57th Street, Permanent Tax No. 20-17-215-018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

1919 West 63rd Street.

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 8 in Block 7 in South Lynne, being a subdivision in the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County,

Illinois (commonly known as 1919 West 63rd Street, Permanent Tax No. 20-19-201-003)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

*943 -- 945 East 82nd Street/
8201 -- 8203 South Ingleside Avenue.*

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

SECTION 1. The Department of General Services, Real Property Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 200 and 201 in E. B. Shogran & Company's Avalon Highlands Subdivision, being a resubdivision of certain lots in certain blocks in Cornell in the northwest quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded in Book of Plats, page 34, as Document No. 6751064, in Cook County, Illinois (commonly known as 943 -- 945 East 82nd Street/8201 -- 8203 South Ingleside Avenue, Permanent Tax No. 20-35-123-001)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, Real Property Section which is authorized to prepare such bidding forms.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED
VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for eleven ordinances regarding the acceptance of bids for the properties located at:

2702 West Belden Avenue;

327 South Christiana Avenue;

2127 West Division Street;

819 South Kolmar Avenue;

1308 North Leavitt Street;

5710 -- 5718 West Madison Street;

1700 West Ohio Street/608 -- 610 North Paulina Street;

4222 West Van Buren Street;

3006 South Wentworth Avenue;

4056 South Wentworth Avenue; and

239 West 43rd Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case is not a part of the ordinance):

2702 West Belden Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Philip R. Elmes, Limited, 5508 South Lake Park Avenue, Chicago, Illinois 60637, to purchase for the sum of \$9,600.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed July 19, 1989, page 3496 described as follows:

Lot 35 (except the east 1-foot thereof) in Block 2 in Snowhook's Subdivision of the north half of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded August 22, 1884, as Document No.

569245, in Book 19 of Plats, page 42, in Cook County, Illinois (commonly known as 2702 West Belden Avenue, Permanent Tax No. 13-36-306-034)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$960.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

327 South Christiana Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of New Mount Pilgram Missionary Baptist Church, 3330 West 5th Avenue, Chicago, Illinois 60624, to purchase for the sum of \$4,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, page 1903 described as follows:

Lot 32 in Dr. Isaac Scott's Addition to Chicago, being a subdivision of the northwest quarter of the southeast quarter of the northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 327 South Christiana Avenue, Permanent Tax No. 16-14-220-005)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$400.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

2127 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Marcial L. Torres, 3435 West Parker Avenue, Chicago, Illinois 60647, to purchase for the sum of \$2,500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed July 19, 1989, pages 3497 -- 3498 described as follows:

Lot 12 and the east 6 feet of Lot 13 in the subdivision of the north part of Block 1 in Suffern's Subdivision of the southwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2127 West Division Street, Permanent Tax No. 17-06-302-011)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,500.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

819 South Kolmar Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jameson R. Taylor, 950 North Hamlin Avenue, Chicago, Illinois 60651, to purchase for the sum of \$5,900.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 25, 1989, pages 5970 -- 5971 described as follows:

Lot 33 in Block 7 in the subdivision of that part of the east half of the southwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 819 South Kolmar Avenue, Permanent Tax No. 16-15-316-022)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$590.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1308 North Leavitt Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jerzy J. Krzyworzeka, 2417 West Cortez Street, Chicago, Illinois 60622, to purchase for the sum of \$32,000.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 14, 1988, pages 173, 175 and 176 described as follows:

Lot 21 in Block 9 in Watson, Tower and Davis Subdivision of the west half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1308 North Leavitt Street, Permanent Tax No. 17-06-117-044)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,200.00 submitted by said bidder to the Department of General Services, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

5710 -- 5718 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mary Smith, 5708 West Madison Street, Chicago, Illinois 60644, to purchase for the sum of \$22,500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed July 15, 1987, pages 2275 -- 2276 described as follows:

Lots 43, 44, 45 and 46 in Block 4 in Henry Waller's Subdivision of the south 43-3/4 acres of the east half of the southeast quarter of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5710 -- 5718 West Madison Street, Permanent Tax Nos. 16-08-421-024 and 025)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,250.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

1700 West Ohio Street/608 -- 610 North Paulina Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614, to purchase for the sum of \$21,200.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed July 19, 1989, page 3503 described as follows:

Lot 96 in subdivision of Block 15 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1700 West Ohio Street/608 -- 610 North Paulina Street, Permanent Tax No. 17-07-214-049)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,110.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

4222 West Van Buren Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Eddie Caridine and Doretha Caridine, as joint tenants, not as tenants in common, 4218 West Van Buren Street, Chicago, Illinois 60624, to purchase for the sum of \$4,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2656 described as follows:

Lot 39 in A. F. Doremus' Subdivision of Lot 2 in Commissioners Partition of the east half of the southwest quarter of the northeast quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4222 West Van Buren Street, Permanent Tax No. 16-15-221-034)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$400.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

3006 South Wentworth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Fred B. Barbara, 257 West 25th Street, Chicago, Illinois 60616, to purchase for the sum of \$15,900.00, the city-owned vacant property previously advertised pursuant to Council authority passed February 15, 1984, page 5074 described as follows:

Lot 3 (except the south 8 inches thereof) in Block 9 in Hodges Subdivision of Blocks 2, 8 and part of Blocks 1 and 9 of F. C. Sherman and Others Subdivision of the east half of the west half of the southeast quarter of Section 28, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3006 South Wentworth Avenue, Permanent Tax No. 17-28-436-017)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,590.00 submitted by said bidder to the City Comptroller who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

4056 South Wentworth Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Aaron Stolberg, 321 Basswood Drive, Northbrook, Illinois 60062, to purchase for the sum of \$4,200.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2661 and 2662 described as follows:

Lot 2 in Block 6 in William F. Day's Subdivision of part of the northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4056 South Wentworth Avenue, Permanent Tax No. 20-04-212-052)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$420.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

239 West 43rd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Margaret J. Mooney, 235 West 43rd Street, Chicago, Illinois 60609, to purchase for the sum of \$4,473.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 18, 1989, page 2664 described as follows:

Lot 3 in Block 5 in Thomas Jackson and Others, in the subdivision of the north five chains of the southeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 239 West 43rd Street, Permanent Tax No. 20-04-402- 008)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$447.30 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

EXECUTION OF LEASE AGREEMENT AT 2314 SOUTH
WENTWORTH AVENUE FOR CHICAGO PUBLIC
LIBRARY/CHINATOWN BRANCH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 2314 South Wentworth Avenue for the Chicago Public Library/Chinatown Branch (Lease Number 14092), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Chester S. Wong, sole owner, as Lessor, for approximately 1,000 square feet of ground floor office space located at 2314 South Wentworth Avenue for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner and President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 14928 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Chester S. Wong, 2252 South Wentworth Avenue, Chicago, Illinois 60616.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand and no/100 Dollars (\$2,000.00) per month for the period beginning on the first day of October, 1988 and ending on the 30th day of September, 1989;

Two Thousand Three Hundred and no/100 Dollars (\$2,300.00) per month for the period beginning on the first day of October, 1989 and ending on the 31st day of March, 1990.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Chester S. Wong, 2252 South Wentworth Avenue, Chicago, Illinois 60616.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide for air conditioning daily from 8:00 A.M. to 9:00 P.M. (Saturdays 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide for domestic water and maintain plumbing in good operable condition.

Provide and pay for exterminator service whenever necessary.

Provide and maintain at all times public liability insurance in the amount of \$100,000 combined single limit; with the City to receive a certificate of insurance and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addressed cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay for asbestos testing or removal from demised premises if necessary.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air conditioning, gas as metered for heating purposes, and hot and domestic water.

Provide decorating when necessary, decorating to be determined by Lessee.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for maintenance and replacement of window air conditioning units.

Provide and pay for maintenance of heating units. Lessor agrees to assume responsibility for replacement of parts up to Two Hundred Dollars (\$200.00).

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

Additional clauses to be included in lease:

- R-1. In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-2. Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.
- R-3. Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-5 hereof and agrees, for itself, its employees and

agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-4 of this lease.

R-4. Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement of rent or affecting any of Lessee's obligations under this lease:

- A. To install and maintain signs on the exterior and interior of the building.
- B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.
- C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.
- D. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

R-5. Cancellation Option. Lessee reserves the right to terminate this lease with ninety (90) days prior written notice during the term of this lease.

R-6 Miscellaneous.

- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. The words "Lessor" and "Lessee" whenever used herein shall be construed to mean Lessee, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one respectfully the Lessor or Lessee; and the necessary grammatical changes required to make the

provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as through in each case fully expressed.

- C. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
- D. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

EXECUTION OF LEASE AGREEMENT AT 1364 WEST
79TH STREET FOR CHICAGO PUBLIC
LIBRARY/AUBURN BRANCH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 1364 West 79th Street for the Chicago Public Library, Auburn Branch (Lease Number 14096), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

(Continued on page 14929)

This Agreement, Made this _____ day of _____

A. D. 19 89, between Chester S. Wong (Sole Owner)

_____, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,080 square feet of ground office space located at 2314 S. Wentworth for use by the Chicago Public Library-Chinatown Branch.

To have and to hold said premises unto the Lessee for a term beginning on the _____ 1st day of October A. D. 19 88, and ending on the _____ 31st day of March A. D. 19 90. ~~Either party can terminate this lease with ninety (90) days prior written notice after September 1, 1989.~~

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 2252 S. Wentworth, Chicago, Illinois 60616 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of See Attached Rider (\$ _____) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee's

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.

See Rider attached hereto and made a part hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease. Lessee shall repair any damage caused by removal of said fixtures.

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

By: _____ Commissioner of Chicago Public Library
By: _____ President of Chicago Public Library

By: _____ Chester S. Wong, Lessor

CITY OF CHICAGO

By: _____ Commissioner of General Services

(Continued from page 14927)

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from the 79th Street Building Company Partnership, as Lessor, for approximately 4,571 square feet of ground floor office space located at 1364 West 79th Street, for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner and President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 14934 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Mary S. Galante, 9198-A South Road, Palos Hills, Illinois 60465.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Two Hundred Thirty and no/100 Dollars (\$1,230.00) per month for the period beginning on the 1st day of September, 1989 and ending on the 31st day of August, 1990;

One Thousand Two Hundred Ninety-one and no/100 Dollars (\$1,291.00) per month for the period beginning on the 1st day of September, 1990 and ending on the 31st day of August, 1991;

One Thousand Three Hundred Fifty-five and no/100 Dollars (\$1,355.00) per month for the period beginning on the 1st day of September, 1991 and ending on the 31st day of August, 1992.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to 79th Street Building, c/o Mary S. Galante, 9198-A South Road, Palos Hills, Illinois 60465.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Repair roof where necessary.

Repair downspout and gutters.

Rod out sewers from downspout to main sewer.

Replace or repair heating unit and air conditioning unit to provide comfortable occupancy of demised premises.

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised premises. Maintain plant and equipment in good operable condition.

Provide for air conditioning daily from 8:00 A.M. to 7:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the demised premises.

Provide water and maintain plumbing in good operable condition.

Provide, pay for and maintain fire extinguishers for demised premises.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City to receive a certificate of insurance and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay for asbestos testing or removal from demised premises if necessary.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Lessee under this lease shall:

Pay for electricity as metered within demised premises, including electricity for air conditioning and gas as metered for heating purposes and hot water.

Provide decorating when necessary, decorating to be determined by Lessee.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns.

Additional clauses to be included in lease:

- R-1. In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-2. Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.
- R-3. Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-4 of this lease.
- R-4. Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff of abatement of rent or affecting any of Lessee's obligations under this lease:
 - A. To install and maintain signs on the exterior and interior of the building.
 - B. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied by the Lessee.
 - C. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.

- D. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonably limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable actions or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property in the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- R-5. Cancellation Option. Lessor and Lessee have the right to terminate this lease with one hundred twenty (120) days prior written notice during the term of this lease.
- R-6. Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.
- B. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.
- C. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

RENEWAL OF LEASE AGREEMENT AT 250 WEST
22ND STREET FOR DEPARTMENT OF
HUMAN SERVICES.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

(Continued on page 14935)

This Agreement, Made this..... day of.....

A. D. 19... between 79th Street Building Company, partnership

... as Lessor and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building which consist of approximately 4,571 square feet of office space located at 1364 West 79th Street (Auburn Branch) for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of September A. D. 1989, and ending on the 31st day of August A. D. 1992. Lessee has the right to terminate this lease upon one hundred twenty (120) days prior written notice anytime after execution of lease.

~~XXXXXX~~ 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 79th Street Building, c/o Mary S. Galante, 9198-A South Road, Palos Hills, Illinois 60465 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee's

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessee shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Asset Manager

Mary S. Galante, Agent for 79th Street Building Company

BY: Commissioner of Chicago Public Library

By: Commissioner of General Services

By: President of Chicago Public Library

(Continued from page 14933)

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 250 West 22nd Street for the Department of Human Services (Lease Number 11009), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from the Chinese Consolidated Benevolent Association, as Lessor, for approximately 300 square feet of office space located at 250 West 22nd Place, as a community center, 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 14939 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Hundred Twenty and no/100 Dollars (\$320.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Three Hundred Thirty-six and no/100 Dollars (\$336.00) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1993.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to: Mr. Andrew Lee, President, Chinese Consolidated Benevolent Association, 250 West 22nd Place, Chicago, Illinois 60616.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for additional portable heater.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for air conditioning unit; maintain unit 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.

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.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for exterminator service on a monthly basis or as needed.

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 \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered for outlets and air conditioning.

Lessee shall be allowed usage of the auditorium for meetings, with approval from Lessor, which consent shall not be unreasonably withheld.

Additional clauses to be included in lease:

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease, or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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 by the federal government. If said funds are not available from the federal government and as a result 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.

RENEWAL OF LEASE AGREEMENT AT 1811 WEST 63RD
STREET FOR DEPARTMENT OF POLICE/BEAT
REPRESENTATIVE PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

(Continued on page 14940)

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Chinese Consolidated Benevolent Association

_____, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the LessorS do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 300 square feet of office space located at 250 West 22nd Place as a Community Center for the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 90, and ending on the 31st day of December A. D. 1993. Lessee has the right to terminate this lease upon thirty (30) days prior written notice.

~~and the right to renew this lease for a further period of _____~~
~~on the same terms and rental by giving to the Lessor _____ days' written notice of its election so to do~~

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 Andrew Lee, Chinese Consolidated Benevolent Assoc. 250 W. 22nd Place, Chgo, IL 60619 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of _____ Dollars per month~~
~~payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor 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 LessorS, and upon the termination of this lease shall surrender said premises to the Lessor S in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the LessorS, excepted.

LessorS shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor S may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if LessorS 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.

Assistant Corporation Counsel.
Approved: _____
Asset Manager Real Estate Agent.

Commissioner of Human Services

Chinese Consolidated Benevolent Association
CITY OF CHICAGO
By _____
Commissioner of General Services

(Continued from page 14938)

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 1811 West 63rd Street for the Department of Police/Beat Representative Program (Lease Number 12020), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from George Heavens and Alice Heavens, his wife, as joint tenants, and not as tenants in common, as Lessor, for approximately 1,448 square feet of ground floor office space located at 1811 West 63rd Street, for use by the Department of Police/Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 14944 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Five Hundred and no/100 Dollars (\$500.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Five Hundred Fifteen and no/100 Dollars (\$515.00) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Five Hundred Forty and no/100 Dollars (\$540.00) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to George Heavens, 1813 West 63rd Street, Chicago, Illinois 60636.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Repair or replace light fixtures.

Provide and pay for new carpet.

Provide and pay for heat, maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, 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 \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered for outlets and air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs and sweeping of any kind.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Additional clauses to be included in lease:

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease, or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the Commissioner of the Water Department to execute an agreement with the East View Park Condominium Association regarding the granting of an easement to the city for a water main located near South Everett Avenue and East 54th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 14945)

This Agreement, Made this..... day of.....

A. D. 19... between George Heavens and Alice Heavens, his wife, as joint tenants and not as Tenants in Common, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee: as Lessor

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: approximately 1,448 square feet of office space on the first (1st) floor at 1811 West 63rd Street, for use as an area center for the Department of Police, Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1990, and ending on the 31st day of December A. D. 1992. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

~~and the right to renew this lease for a further period of on the same terms and rental by giving to the Lessor's in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor's at George Heavens, 1813 W. 63rd St., Chgo, IL 60636 or at such other place as the Lessor's 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.

~~payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the LESSOR

Lessor's during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor's 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, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor's, excepted.

Lessor's shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor's may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor's shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel, Real Estate, Superintendent of Police

George Heavens, Alice Heavens, Commissioner of General Services

(Continued from page 14943)

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Water desires to construct and operate a 30- inch diameter water main together with appurtenances thereto within a section of private street located between the north end of South Everett Avenue north of East 55th Street, and East 54th Street; and

WHEREAS, The owner of the private street desires to grant and the Department of Water desires to accept an easement for such water main; now, therefore,

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

SECTION 1. The Commissioner of the Department of Water is authorized to execute, on behalf of the City, a Water Main Easement Agreement between the City of Chicago and East View Park Condominium Association substantially in the form attached hereto, subject to the approval by the Corporation Counsel as to form and legality.

SECTION 2. This ordinance shall take effect from and after its date of passage.

Water Main Easement Agreement attached to this ordinance reads as follows:

Water Main Easement Agreement.

East View Park Condominium Association, an Illinois not-for-profit corporation ("Grantor"), hereby grants to the City of Chicago, an Illinois municipal corporation ("City"), a perpetual non-exclusive easement in, over, through and under a strip of real property 30 feet in width extending north from the western half of South Everett Avenue north of East 55th Street, to East 54th Street, as is more particularly described in Exhibit A which is attached and incorporated ("Property") for the purpose of installing, constructing, operating, inspecting, maintaining, repairing and replacing an underground water main, along with fire hydrants, valve boxes, valves, service connections and all related facilities ("Water Main") subject to the terms and conditions contained in this agreement:

1. Upon reasonable prior notice to Grantor, the City shall have a temporary right of ingress and egress on and over so much of the common elements of Grantor adjacent to the Property ("Adjacent Common Elements") as may be reasonably required to exercise the rights granted under this agreement; however, in case of emergency, notice shall be provided as soon after entry as is reasonably practicable.

2. The City agrees to commence installation of the Water Main no earlier than June 15, 1990, and, subject to weather conditions, availability of labor and materials and other matters beyond the control of the City, to complete same in accordance with the terms hereof, on or before August 31, 1990.

3. The City agrees to repair, restore and/or replace the Property, the Adjacent Common Elements and all improvements and other property of Grantor or the unit owners of Grantor to the extent altered or disturbed by the City in the exercise of the rights granted by this agreement.

4. Grantor reserves the right to use, employ, improve and occupy the Property provided that it shall not construct any building or structures on the Property without written approval of the City and provided that such use will not materially interfere with the rights granted by this agreement, it being understood by the City that the Property, or parts thereof, have been used and will continue to be used for driveway and parking purposes. If the Grantor or any person entering the Property desires relocation of the Water Main, the City shall be reimbursed for all costs of such relocation.

5. The City agrees to keep the Water Main in good operating condition and repair, and to perform all work on the Property in a good and workmanlike manner.

6. The City agrees to defend, indemnify and hold harmless Grantor from all losses, liability, cost or expense, including reasonable attorney fees, incurred by reason of damage or destruction of property or injury to persons arising from or in connection with the City's exercising the rights granted by this agreement.

7. The easement and all rights and obligations of this agreement shall run with the land and shall be binding on, enforceable by, and shall inure to the benefit of the Grantor and the City and their respective successors and assigns.

8. Notices may be delivered by messenger or by mail and shall be deemed served when received, respectively, by:

Grantor:

East View Park Condominium Association
5420 East View Park
Chicago, Illinois 60615

City:

Department of Water
City of Chicago
Jardine Water Purification Plant
1000 East Ohio Street
Chicago, Illinois 60611

9. Grantor warrants that it is the duly authorized representative of the condominium unit owners who hold fee simple title to the Property, and that it has been duly authorized by such owners to enter into this agreement.

10. Grantor agrees to execute such documents and take such action necessary to assist and protect the City's exercise of rights under this agreement including releasing the easement from all mortgages, liens and other encumbrances, and regulating traffic and parking during periods of construction work.

In Witness Whereof, The Grantor and the City have caused this agreement to be executed as of this ____ day of _____, 1990.

[Signature forms omitted for printing purposes.]

[Exhibit "A" attached to this Water Main Easement Agreement
printed on pages 14948 through 14951
of this Journal.]

Greeley Howard Norlin, Inc.

Surveying - Engineering

8639 N. North Avenue

CHICAGO, ILLINOIS 60699

Telephone: Merrimac 7-9700

EXHIBIT "A".
(Page 1 of 4)

PLAT OF SURVEY

THAT PART OF THE FRACTIONAL SOUTH WEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF EAST 54TH STREET 150 FEET WEST THEREOF, THENCE NORTH 75 177 FEET EAST OF THE WEST LINE OF ORIGINAL BLOCK 30 IN THE SUBDIVISION OF LAND KNOWN AS "BLOCKS OF THE PRESIDENTS GEOLOGICAL SURVEY OF THE NORTH WEST" AND ON THE EAST LINE OF SAID AS PER DOCUMENT NO. 3430944; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF SAID BLOCK 30 AND THE EAST LINE OF APPLICABLE DOCUMENT NO. 3430944, 511.76 FEET TO THE SOUTH LINE OF A 33 FOOT STRIP LYING SOUTH OF AND ADJOINING SAID BLOCK 30, SAID STRIP FORMERLY A PORTION OF WALNUT STREET, NOW CALLED AS PER DOCUMENT NO. 1334701; THENCE EAST ALONG THE SOUTH LINE AND ITS EXTENDED EXTENSION OF SAID 33 FOOT STRIP AND THE SOUTH LINE AND ITS EXTENDED EXTENSION OF BLOCK 4 OF THE EAST END SUBDIVISION RECORDED AS DOCUMENT NO. 882790, 508.40 FEET, MORE OR LESS, TO A LINE ESTABLISHED BY DECADE IN THE DISCHARGE ACCOUNT OF JOHN CROWLEY, ILLINOIS, ENTERED APRIL 16, 1913, IN CASE NO. 319593; THENCE NORTHWESTERLY ALONG SAID LINE ESTABLISHED BY SAID DECADE 367.87 FEET TO THE APPROXIMATE SOUTH LINE OF EAST 54TH STREET EXTENDED; THENCE WEST ON SAID SOUTH LINE OF EAST 54TH STREET EXTENDED 122.0 FEET, TO THE POINT OF BEGINNING; IN SAID COUNTY, ILLINOIS.

AREA = 101,643.36 SQ. FT.
4.2532 ACRES

DEPT. OF WATER EASEMENT REQUIREMENTS

A STRIP OF LAND 30 FEET IN WIDTH WITH THE NORTH LIMIT COMMON WITH THE SOUTH RIGHT OF WAY LINE OF 54th ST. AND THE SOUTH LIMIT COMMON WITH THE NORTH LIMIT OF DEDICATED EVERETT AVE., THE WEST LINE COMMON WITH THE WEST EDGE OF THE WEST NORTHAND SOUTH SIDEWALK AND THE EAST LIMIT LOCATED 30 FEET PARRALLEL TO WEST LIMIT. (ENCLOSED PARCEL INDICATED BY SHADED AREA)

THIS EASEMENT IS REQUIRED FOR THE PURPOSE OF MAINTAINING AND OR REPLACEMENT OF EXISTING WATER DEPT. FACILITIES AND APPURTENANCES. RESTORATION ASSOCIATED WITH REPAIR OR REPLACEMENT WORK WILL BE THE RESPONSIBILITY OF THE DEPT. OF WATER.

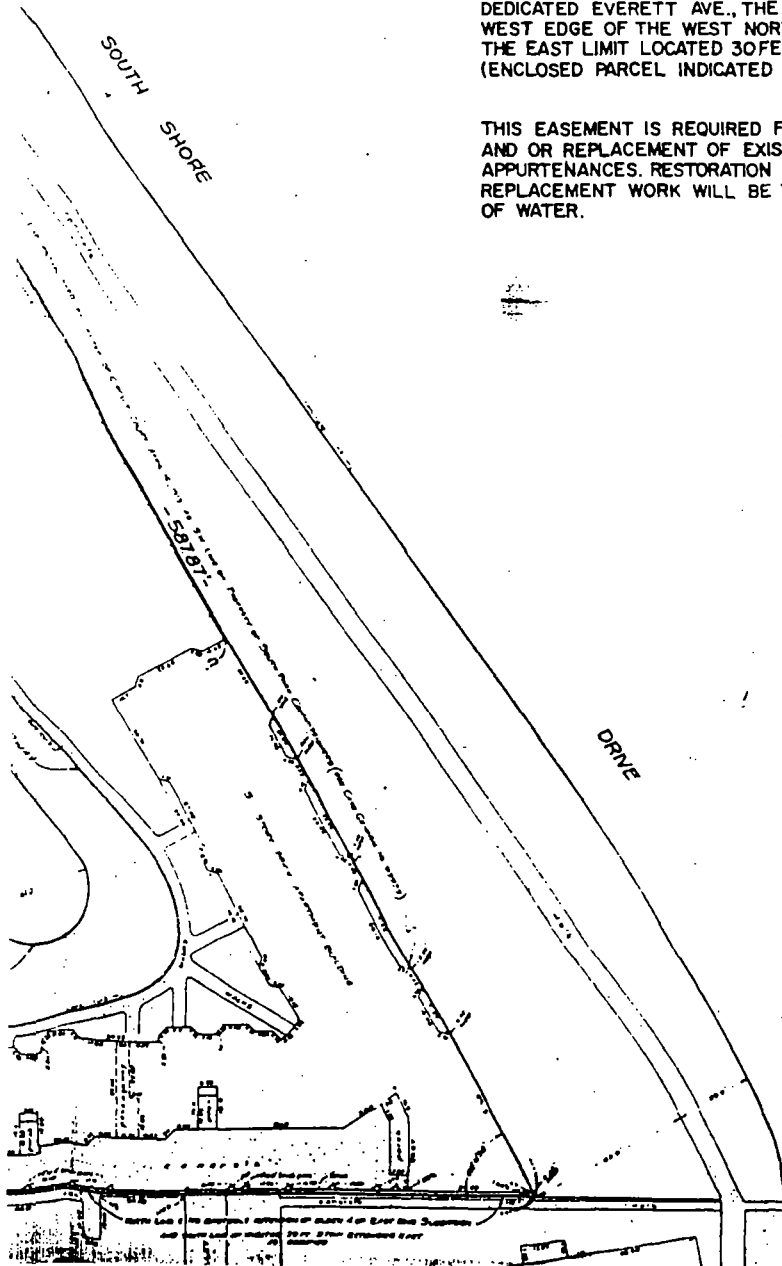


EXHIBIT "A".
(Page 2 of 4)

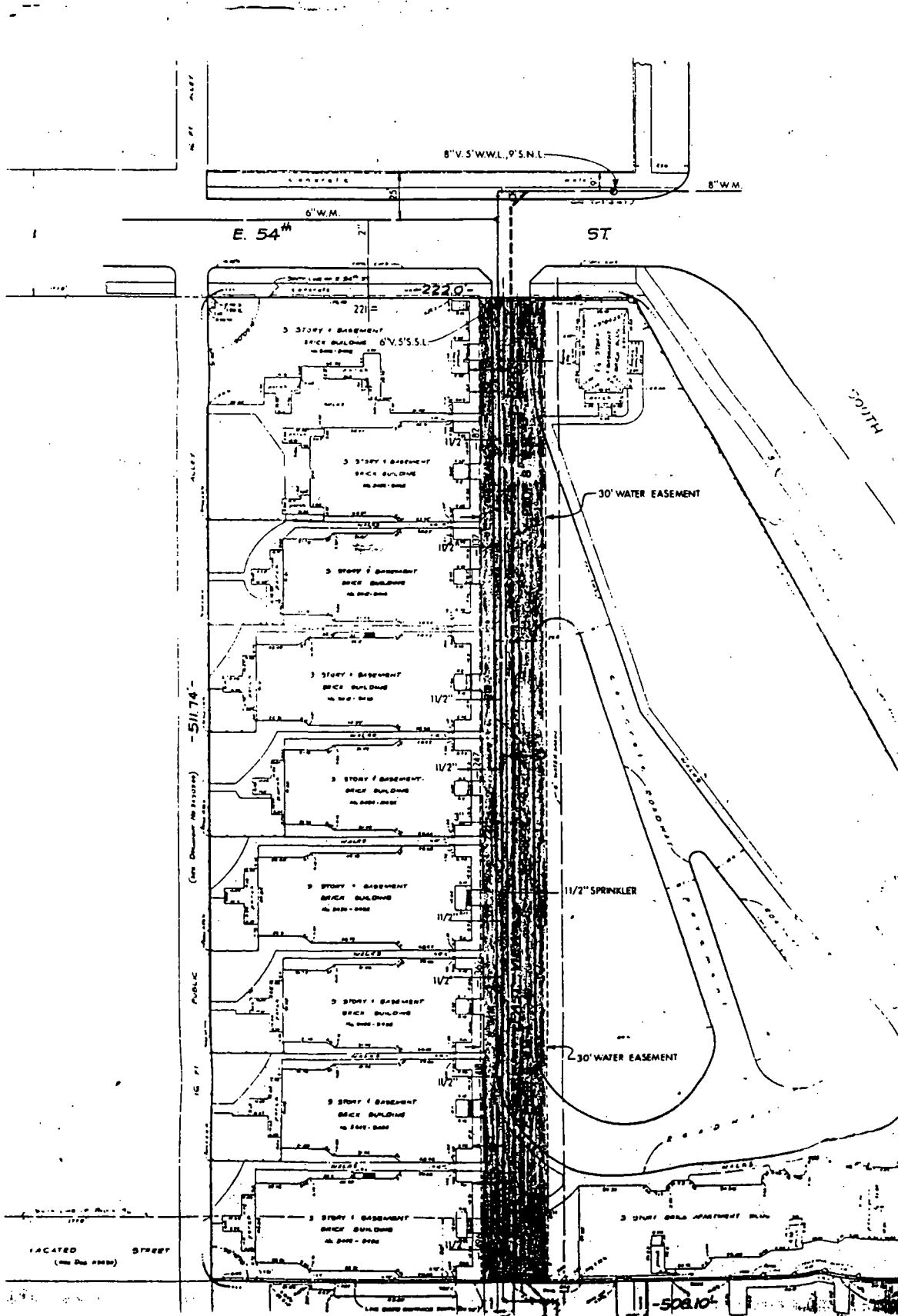
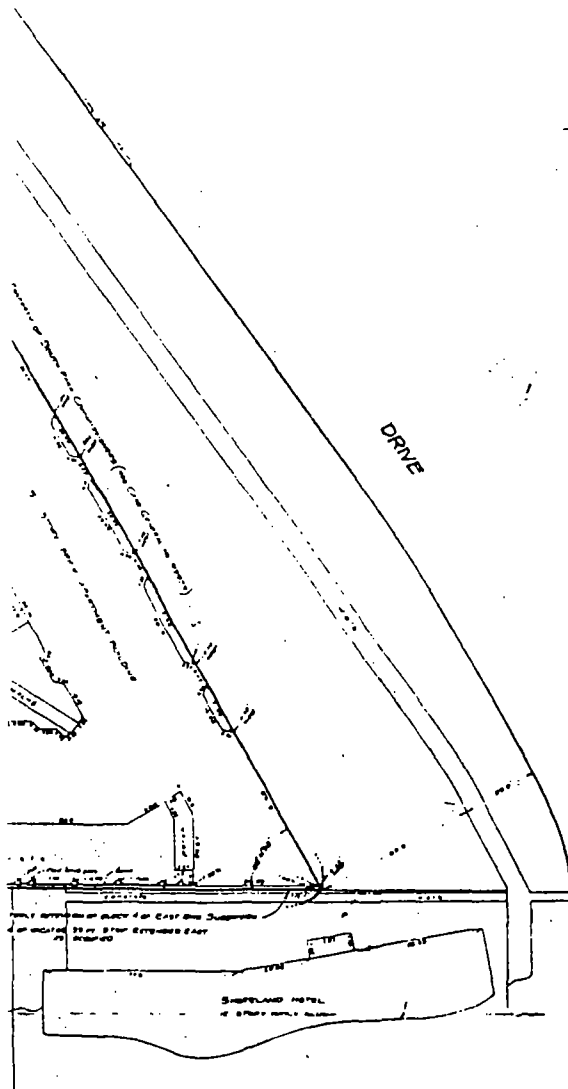


EXHIBIT "A"
(Page 3 of 4)

DEPT. OF WATER EASEMENT REQUIREMENTS

A STRIP OF LAND 30 FEET IN WIDTH WITH THE NORTH LIMIT COMMON WITH THE SOUTH RIGHT OF WAY LINE OF 54th ST. AND THE SOUTH LIMIT COMMON WITH THE NORTH LIMIT OF DEDICATED EVERETT AVE., THE WEST LINE COMMON WITH THE WEST EDGE OF THE WEST NORTHAND SOUTH SIDEWALK AND THE EAST LIMIT LOCATED 30 FEET PARRALLEL TO WEST LIMIT. (ENCLOSED PARCEL INDICATED BY SHADED AREA)

THIS EASEMENT IS REQUIRED FOR THE PURPOSE OF MAINTAINING AND OR REPLACEMENT OF EXISTING WATER DEPT. FACILITIES AND APPURTENANCES. RESTORATION ASSOCIATED WITH REPAIR OR REPLACEMENT WORK WILL BE THE RESPONSIBILITY OF THE DEPT. OF WATER.



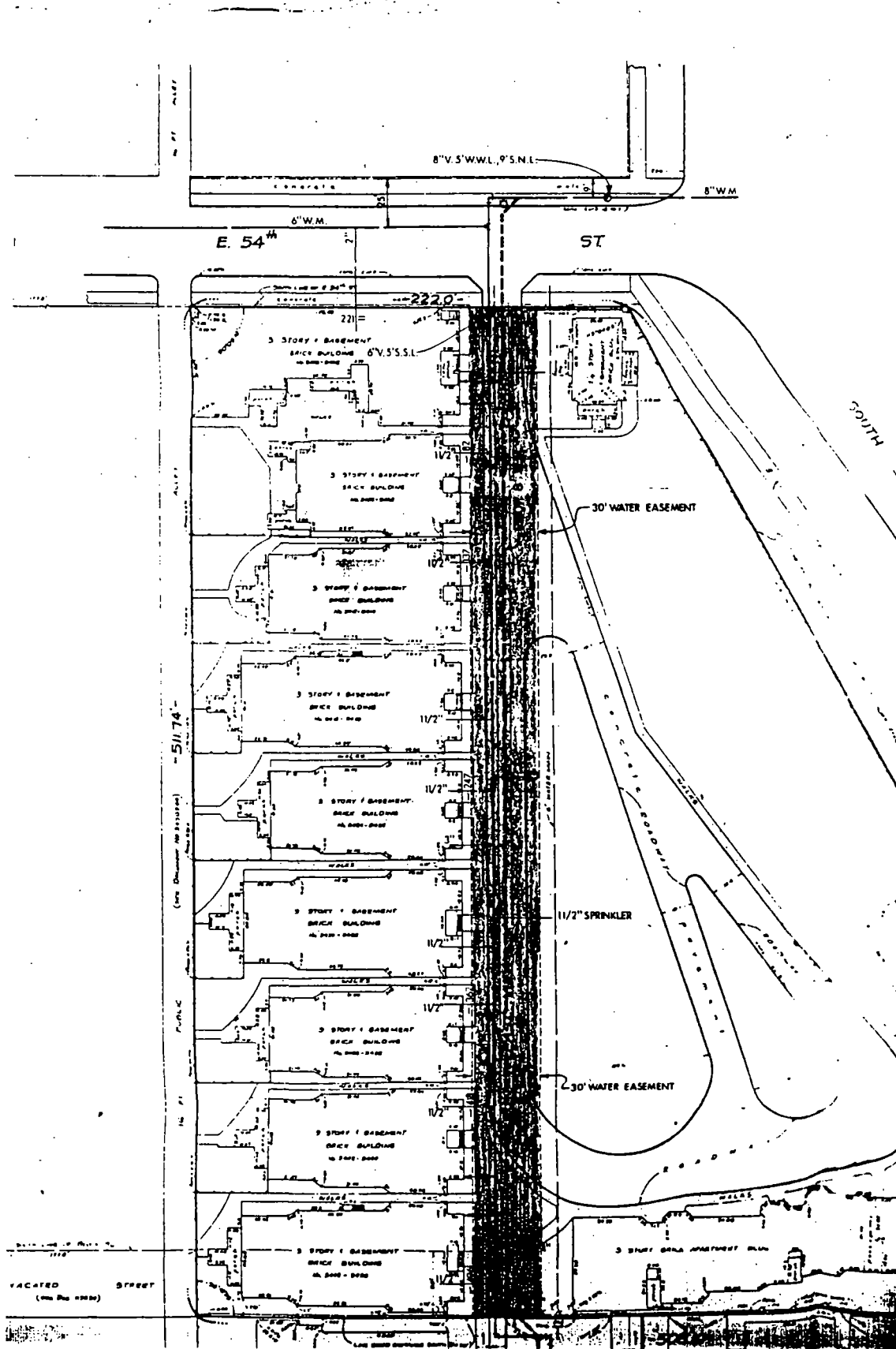
STATE OF ILLINOIS)
 COUNTY OF COOK) ss

THE CHICAGO TITLE INSURANCE COMPANY --
 WELLS-FARGO-BANK, INC., TRUSTEE FOR THE CHICAGO TITLE INSURANCE COMPANY
 HEREBY CERTIFIES THAT THE PLAT ABOVE DESCRIBED IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON THIS 23rd DAY OF SEPTEMBER, 1979, AND THAT THE PLAT BEING REFERRED TO IS THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON THIS 23rd DAY OF SEPTEMBER, 1979, AND THAT THE PLAT BEING REFERRED TO IS THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON THIS 23rd DAY OF SEPTEMBER, 1979, AND THAT THE PLAT BEING REFERRED TO IS THE ORIGINAL PLAT AS FILED IN THE OFFICE OF THE CLERK OF THE COUNTY OF COOK, ILLINOIS, ON THIS 23rd DAY OF SEPTEMBER, 1979.

WITNESSED MY HAND AND SEAL OF OFFICE AT CHICAGO, ILLINOIS, THIS 23rd DAY OF SEPTEMBER, 1979.



EXHIBIT "A".
(Page 4 of 4)



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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance authorizing the Superintendent of Police to execute a license agreement with the Metropolitan Fair and Exposition Authority regarding the use of the Arie Crown Theater for the 29th Annual Police Recognition Ceremony, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Police Department has scheduled its 29th Annual Police Recognition Ceremony at Arie Crown Theater in McCormick Place for May 14, 1990; and

WHEREAS, The Metropolitan Fair and Exposition Authority has requested that the City of Chicago execute a License Agreement regarding the use of the theater for the nominal amount of One Dollar (\$1.00); now, therefore,

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

SECTION 1. The Superintendent of Police is authorized to execute the License Agreement substantially in the form attached hereto. The City agrees to indemnify and hold the Metropolitan Fair and Exposition Authority harmless as provided in the License Agreement.

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

[License Agreement attached to this ordinance printed on pages
14954 through 14957 of this Journal.]

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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance approving the transfer of six city-owned vacant lots to the Metro-Chicago Stadium 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, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 14958)

METROPOLITAN FAIR AND EXPOSITION AUTHORITY
McCormick Place
ARIE CROWN THEATRE LICENSE AGREEMENT

This Theatre License Agreement, made this 16 day of March, 19 90, between the METROPOLITAN FAIR AND EXPOSITION AUTHORITY, a political subdivision and a municipal corporation of the State of Illinois, hereinafter called "Authority," and

Commander Nelson S. Barreto

Chicago Police Department

1121 S. State Street Rm. 104

Chicago, Il. 60606

312/744-5570

hereinafter called "Licensee."

WITNESSETH:

A. PREMISES AND PURPOSE.

1. In consideration of the covenants and agreement herein expressed and the faithful performance by Licensee of such covenants and agreement, the Authority hereby licenses to Licensee and Licensee hereby licenses from the Authority the right to use the

premises described as the Arie Crown Theatre

located in McCormick Place, 23rd Street and South Lake Shore Drive, Chicago, Illinois 60616, for the sole purpose of

The 29th Annual Police Recognition Ceremony

and for no other purpose whatsoever.

2. It is understood that areas of McCormick Place other than the premises may be licensed to other persons during ~~one of~~ the periods covered by this license. The Authority warrants, however, that it will not authorize or permit any other ~~licensee~~ to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this ~~license~~

B. TERM.

1. The premises shall be available to and for the exclusive use of the Licensee for the following periods:
Preparation and rehearsal periods:

Date: Monday, May 14, 1990

Hour: 1:00 pm

Performance or meeting periods:

Date: Monday, May 14, 1990

Hour: 7:00 pm

Removal period completed by:

Date: Monday, May 14, 1990

Hour: immediately following the ceremony

C. RENT.

1. In consideration of the licensing aforesaid, the Licensee covenants and agrees to pay to the Authority as rental for the premises the sum of \$ 1.00, payable as follows: \$ _____ on or before the signing and delivery of this license, the receipt of which the Authority hereby acknowledges, and the balance of \$ _____

2. Licensee further agrees to pay the Authority on demand any sum due for any services, supplies, personnel, accommodation material, facilities or equipment furnished or loaned by the Authority. To such wages as the Authority pays on behalf of Licensee and which are chargeable to Licensee, there will be added an amount equal to N/A percent N/A of base wages to cover office overhead plus out-of-pocket expenses related to payroll taxes, Workers' Compensation and fringe benefits.

D. UTILITIES AND OTHER SERVICES.

1. During the term of this license, the Authority shall supply the premises with (i) a reasonable amount of ventilation and heating or air-conditioning when required by the season for the use of the premises, and during the hours in which the premises are being used for the purposes set forth above, (ii) its usual light and water, as now installed, and (iii) janitorial services.

2. All other services required by Licensee, including but not limited to stagehands, performers, ushers, ticker sellers, ticket takers, stage doormen, back stage elevator operators, watchmen and fire guards, shall be at the expense of Licensee, whether such services are provided by the Authority or by Licensee.

3. Licensee may contract with persons approved by the Authority for services not available from the Authority, provided, however, that such approval shall not be unreasonably withheld.

4. The Authority does not warrant that any of the services above mentioned will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of the Authority to obtain fuel or supplies, or other cause or causes beyond the reasonable control of the Authority. Any such interruption of services shall never be deemed an eviction or disturbance of the Licensee's use and possession of the premises or any part thereof, or render the Authority liable to the Licensee for damages, or relieve the Licensee's obligations under this license.

E. OCCUPANCY AND USE.

1. Licensee agrees to use and occupy the premises pursuant to all rules and regulations prescribed by the Authority, all statutes, ordinances, rules, orders, regulations and directions in existence during the period covered by this license, made or issued by the federal or state governments or any department, bureau or office thereof or by the City of Chicago, Chicago Park District or the Authority, or any department, bureau or office thereof, including without limitation all rules, orders and directions of the Illinois State Fire Marshal, Chicago Fire Department and Chicago Building Department, any restrictions or evictions on the property of the Authority and any requirements or conditions of any insurance policy of the Authority. Licensee's use shall not cause any increase in premiums on any such policy. Licensee shall obtain and pay for any and all permits required for the use of the premises.

2. Licensee shall not permit the premises or any part thereof to be used for any improper, immoral or objectionable purpose or for lodging or sleeping, and shall not in any way obstruct or interfere with the rights of any other licensees of McCormick Place.

3. Licensee shall not assign, transfer mortgage or otherwise dispose of or encumber this license or any rights thereunder without the written consent of the Authority. Any such attempt without consent of the Authority shall be a cancellation of this license and all payments received by the Authority shall be forfeited to the Authority as liquidated damages. The filing by or against the Licensee of a petition of bankruptcy or insolvency or for reorganization or arrangement for appointment of receiver, or trustee of all or a portion of Licensee's property, or the making of an assignment for benefit of creditors for Licensee shall constitute a material breach of the covenants and conditions of this license, and a termination giving the Authority all the remedies provided for in this license or otherwise in the event of termination by Licensee's default.

4. The Authority, its representatives and employees shall at all times have free access to the premises in the performance of their assigned duties.

5. The Authority specifically reserves any and all concessions, including all food, liquor and refreshment privileges, tobacco, tobacco, cigarettes, cigars, candies, vending machines, souvenirs, sundries, librettos, bouquets, opera glasses and other articles. Licensee shall have the right to conduct a check room, to sell programs and other privileges. Licensee agrees that it shall not engage in any of the foregoing activities without the express written approval of the Authority.

6. Licensee shall not film, record or transmit from the premises all or any portion of any event, exhibition, performance, rehearsal or presentation occurring on the premises, or any description thereof, by means of radio or television broadcasting, whether broadcast "live" or by means of film or tape, without first having received written permission from the Authority. Nothing contained in this license with respect to rent shall prohibit the Authority from demanding additional rent as a condition of granting radio or television privileges.

7. Licensee agrees to post or exhibit signs, advertisements, show bills, lithographs, posters or cards only in areas permitted by the Authority, and then only such of the aforesaid items as relate to the performance, event, exhibition or presentation to be given on the premises. Licensee shall at once remove any and all of the aforesaid items objected to by the Authority, and all such items immediately after the end of the term of this license. Licensee will use only such programs and printed matter for distribution or display in said premises or in connection with said performances as shall have been first approved by the Authority.

8. Licensee shall employ members of labor organizations of the Chicago area, or labor recognized by such organizations when such labor is available.

9. Except with the prior written permission of the Authority, Licensee (i) shall not injure or mar or in any manner deface the premises, (ii) shall not cause or permit anything to be done wherein the premises shall in any way be injured, marred or changed in any manner, (iii) shall not place or permit to be placed any nails, hooks, tacks, screws or any other similar items into parts of the premises, and (iv) shall not place or permit to be placed any signs on painted walls in any part of the premises. Notwithstanding any other provision hereof, Licensee shall not be liable to the Authority for any wear or damage to the premises resulting from reasonable wear and tear of the type that would normally be expected in connection with a performance or meeting of the type contemplated.

F. CASUALTY, DEFAULT, RIGHTS.

1. In the event that (i) McCormick Place or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or (ii) the premises cannot be so used because of strikes, Acts of God, national emergency or other cause beyond the control of the Authority, then this license shall terminate and the Licensee hereby waives any claim against the Authority for damages by reason of such termination, except that any unearned portion of the rent due hereunder shall abate, or, if previously paid, shall be refunded by the Authority to the Licensee.

2. Licensee agrees that in the event Licensee defaults in (i) payment of the rent or any part thereof at the time due or (ii) performing any of the conditions, covenants or agreements in this license, then this license at the Authority's option shall terminate. If the Authority declares this license terminated, it shall use its best efforts but not be obligated to relet the premises, and Licensee shall, despite the termination, pay the full amount of the rent plus damages, if any, less any amount received by the Authority from others. The Authority may at its election in the event of Licensee's default or violation of the agreement of this license sue Licensee and recover for rents due hereunder and for damages without declaring this license void and without entering possession of the premises. The reentry upon the premises or failure of the Authority to reenter shall not constitute a waiver or election by the Authority of its remedies. The Authority shall have a lien upon any of Licensee's goods or other property which may be on the premises for the payment of rent or any damage due the Authority.

3. Licensee agrees to surrender the premises to the Authority at the end of the term of this license in the same condition as at the beginning of the term, ordinary wear and use being excepted, and shall pay for all damages occasioned by its use. Should Licensee fail to vacate the premises at the end of the term of the license or at its termination for any cause, then the Authority may, without resorting to legal proceeding, at the expense of Licensee remove all persons and property therefrom, and the Authority shall not be liable for any damages or loss sustained by such removal or storage or disposal elsewhere of such property.

4. In the event Licensee, without consent of the Authority, cancels this license or fails to use the premises at the times or for the purposes set forth in the terms, the initial payment made at the signing of this license shall be forfeited to the Authority as liquidated damages, and the Authority shall have all the other remedies set forth in this license or otherwise.

5. If the Authority collects admission fees, sells tickets or otherwise collects fees for the admission to events or attractions held by the Licensee upon the Licensed Premises, all amounts so collected shall be the funds and property of the Authority to secure and be applied by the Authority to the payment of all license fees, rentals, advances, costs, taxes, expenses, damages or injuries payable or incurred by or on behalf of the Licensee or which may be due pursuant to this License Agreement. The excess of such funds, if any, over and above such payments shall be paid over to the Licensee.

G. INDEMNIFICATION.

1. Licensee shall so use the premises as not to endanger any person and Licensee agrees to protect, indemnify, hold harmless and defend the Authority and the Chicago Park District from any and all liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done or occurring in or about the premises licensed by the Licensee hereunder or exits or entrances thereto, excluding that caused by or resulting from the negligence of the Authority and its agents, servants or employees.

2. The Authority assumes no responsibility for any property of the Licensee brought in or about the premises, and the Authority is hereby released from all liability for any loss or damage to property of Licensee sustained by reason of occupancy of the premises. In the event Licensee desires watchmen or other such service at Licensee's expense, special arrangements may be made with the Authority.

3. Notwithstanding the foregoing, (i) the Licensee shall not be liable for any loss or damage resulting from the perils of fire, lightning, the perils of windstorms, cyclone, tornado, hail, riot, riot attending a strike, civil commotion, smoke, motor vehicle damage and aircraft damage, perils which are normally included within the basic policy and the extended coverage or the supplemental contract of insurance carried by the Authority or required by its Bond Ordinance upon the facilities, in which the premises are located; (ii) the Licensee shall not be liable to indemnify or hold harmless the Authority for any loss, injury or damage which is sustained elsewhere than within the premises licensed by the Licensee hereunder or exits or entrances thereto; and (iii) the Licensee's obligation to the Authority for any liability, damage or expense by reason of any injury or injuries sustained by anyone to persons or property or loss of property received, done or occurred in or about the premises licensed by the Licensee hereunder shall not be limited by or to the coverage provided in the general liability insurance policy required to be furnished by the Licensee to the Authority as hereinafter provided by this Section of the license.

4. The Licensee will secure and furnish to the Authority prior to the commencement of the term of this license proof of comprehensive general liability of at least \$1,000,000 in respect of injuries to any one person in any one occurrence, \$1,000,000 in respect of injuries to more than one person in any one occurrence, and \$500,000 in respect of damage to property.

5. The foregoing required coverages shall be with companies and in a form satisfactory to the Authority and shall be in effect during all periods specified in Section B of this license or any extensions thereto. Said policies or certified copies thereof and endorsements where required shall be furnished for approval at least thirty (30) days before the date of commencement of the term of this license, and shall provide that no cancellation or amendment or modification reducing the extent of coverage provided under the policy, once the policies have been filed with the Authority, shall be effective if such amendment or modification or cancellation will leave the Licensee without insurance of the type and in the amount required to be procured during the term of the license or any portion thereof. In the event Licensee does not furnish adequate evidence of the foregoing coverage within fifteen (15) days prior to the commencement of the term of this license, then the Authority shall have the right to obtain necessary coverage on behalf of Licensee and to remit premium charges of said coverage. Moreover, these policies or certified copies thereof shall specifically designate the Metropolitan Fair and Exposition Authority, its facilities, agents, officers, Board members and employees, as well as the Chicago Park District, its agents, officers, Board members and employees as additional insureds.

6. Notwithstanding any other provision of this license to the contrary, the Authority reserves the right to require the Licensee to secure and furnish to the Authority policies of comprehensive general liability insurance in excess of the limits in Paragraph 4 of this Section G of this license or, if such insurance is not available or cannot be obtained by Licensee, to provide to the Authority such other bond or security as the Authority may require. It is expressly understood by the parties hereto that the purpose of this provision is to permit the Authority to obtain additional protection against loss or damage to its property or injury to its employees, agents or persons on its premises where it appears to the Authority, after the execution of this license, that the event, exhibition or performance to be presented by Licensee will involve special risks to life or property. The determination as to whether such special risks to life or property exist is a decision within the exclusive discretion of the Authority; and Licensee hereby expressly waives the right to contest the Authority's determination as to the existence of such special risks or the additional amount of insurance or security required. The determination that special risks to life or property exist may be made by the

Authority at any time prior to or during the term of this license, and the event, exhibition or performance which is the subject of such determination shall be suspended until the additional insurance or security required by the Authority is provided. Any additional costs, expenses or liabilities incurred by Licensee as a result of the exercise by the Authority of its rights hereunder shall be borne exclusively by Licensee, which hereby expressly waives all rights against the Authority for any loss, injury, damages, or liability suffered or sustained, directly or indirectly, as a consequence. In the event Licensee is unable to obtain the additional insurance or security required by the Authority, or does not desire to do so, this license shall terminate and the Authority shall return to Licensee any payments that may have been made hereunder and which, as of the date of such termination, are unearned.

7. Licensee shall pay the royalties required to be paid to the proprietors and licensors of copyrighted material used or performed in any performance at McCormick Place, including, without limitation, ASCAP, BMI and SESAC fees. Licensee agrees to hold harmless McCormick Place, and its officers, directors, agents and employees, from and against any and all loss, claims, liability and expense (including reasonable attorneys' fees) arising from any actual or alleged infringement of copyright by Licensee or from any failure by Licensee to pay for the use or performance of copyrighted material.

H. MISCELLANEOUS.

1. The Authority may at any time eject any objectionable person or persons from the premises, and upon the exercise of this right, Licensee hereby waives any right or claim for damages.

2. The Authority shall have the sole right to collect, and have custody of, any items left on the premises by any persons attending any event, performance or presentation on the premises.

3. The Authority reserves the right to cancel this license if the Licensee uses or schedules for use the premises to present any event or attraction not specified in Paragraph 1 of Section A of this license or which in the opinion of the Authority would in any manner be subject to public criticism or be inconsistent with the public interest.

4. Licensee will keep no animals in or upon the premises without first having received written permission from the Authority.

5. The Authority shall have the sole discretion in selecting the personnel and determining the number of such employees necessary for the proper maintenance and operation of the premises whether such personnel is furnished and the expense thereof is paid for by the Authority or by Licensee.

6. The Authority reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be needful for the safety care and cleanliness of the premises, and any such other rules and regulations shall be binding upon the parties hereto with the same force and effect as if they had been inserted herein at the time of the execution hereof.

7. This state agency is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under Metropolitan Fair And Exposition Act (Ill. Rev. Stat. ch. 85, 81221, et seq.). Disclosure of this information is VOLUNTARY, and there is no penalty for non-compliance. This form has been approved by the Forms Management Center.

8. No advance of box office receipts will be made until after the first performance begins based on a written request to the Controller within seven (7) days of the event. In lieu of the above procedure, advances may be issued based on an approved letter of credit with a financial institution.

I. SEVERABILITY.

1. If any term or provision of this license shall be declared invalid, illegal or unenforceable, the remaining terms and provisions shall not be affected thereby.

J. ADDITIONAL PROVISIONS.

1. It is understood between the parties that the City is self insured and will indemnify and hold harmless the Authority in accordance with subparagraphs G-3 and G-7.

IN WITNESS WHEREOF the parties have set their hands and seals this _____ day of _____

19_____

METROPOLITAN FAIR AND EXPOSITION AUTHORITY

LICENSEE

By _____

By _____

ATTEST:

ATTEST:

(Continued from page 14953)

This recommendation was concurred in by a unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Metro-Chicago Stadium Joint Venture (the "Venture") is proposing to construct a new sports facility on the near west side of the City of Chicago (the "Project"); and

WHEREAS, The Venture is committed to providing a replacement housing option for persons who may have to relocate as a result of the Project; and

WHEREAS, It is desirable that the replacement housing be completed prior to the time persons may be required to relocate; and

WHEREAS, The City of Chicago ("City") wishes to assist in the preparation of decent, safe and sanitary replacement housing in advance of the commencement of the Project; and

WHEREAS, The City owns land in the vicinity of Hoyne Avenue and Jackson Boulevard which is appropriate for residential development which is currently vacant and not on the tax rolls; and

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII of the Constitution and as such may legislate regarding matters which relate to its local government and affairs; now, therefore,

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

SECTION 1. The Department of General Services is authorized to arrange for the transfer of the vacant parcels listed on Exhibit A attached hereto to the Venture for the consideration of \$1.00 per lot.

SECTION 2. The Mayor or his proxy is authorized to execute deeds necessary to convey the aforementioned parcels subject to review by the Corporation Counsel. Each deed shall specifically provide that the use of the land is limited to the construction of housing for the benefit of persons who may require replacement housing as a result of the Project.

SECTION 3. In the event that the parcels are not required for replacement housing as a result of the Project, or that construction of such housing is not commenced within twenty-four months from the date of conveyance, the deed shall provide that the City shall have the right to re-enter and take possession of such property.

SECTION 4. This ordinance shall take effect immediately upon its passage.

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

Exhibit "A".

P.I.N.	Legal Description.
17-18-117-024	Lots 7 through 12 in Block 4 in subdivision of the east 501.62 feet of the north 1,622 feet of the west half of the three and one half of the northwest quarter of Section 18-39-14.
17-18-117-025	"
17-18-117-026	"
17-18-117-027	"
17-18-117-028	"

17-18-117-032

Lots 1 through 4 in Martin's Subdivision of Lots 1, 2 and 3 in Block 4 in subdivision of the east 501.62 feet, of Section 18-39-14, commonly known as 2101 -- 2111 West Adams, Chicago, Illinois.

Action Deferred -- ESTABLISHMENT OF NEW HOMES
FOR CHICAGO PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Gutierrez and Alderman E. Smith, *Deferred* and ordered published:

CHICAGO, April 24, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, having had under consideration an ordinance that would establish a New Homes for Chicago Program, recommends that Your Honorable Body approve a substitute ordinance as amended in committee.

On motion by Alderman Roti, the said proposed substitute ordinance, as amended, was passed in committee by yeas and nays as follows:

Yeas -- Alderman Roti, Alderman Fary, Alderman Pucinski and Alderman Natarus -- 4.

Nays -- Alderman Tillman and Alderman Shiller -- 2.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

The following is said proposed substitute ordinance, as amended, transmitted with the foregoing committee report:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, Many of the City's neighborhoods suffer from a shortage of newly constructed single-family housing that is affordable to many families residing in the City; and

WHEREAS, A continuation of this housing shortage is harmful to the economic stability of the City and is generally damaging to the health, safety and welfare of the City; and

WHEREAS, The City owns numerous parcels of residentially zoned, vacant land in the City, each with a fair market value of \$5,000 or less (the "City Lots"); and

WHEREAS, There are numerous parcels of residentially zoned, vacant land in the City owned by private parties (the "Private Lots"); and

WHEREAS, Many of the City Lots and Private Lots are suitable for the construction of single-family housing; and

WHEREAS, It is in the best interest of the City and its residents for the City to create a program that will promote and assist in the construction of quality single-family housing that is affordable to families residing in the City who earn up to one hundred twenty percent (120%) of the median income of City residents, by establishing a program whereby the City may (a) sell City lots for \$1.00; (b) make interest-free financing available to developers; (c) waive certain City fees and charges; and (d) provide perimeter site improvements; and

WHEREAS, Such a program will serve numerous social and economic policy objectives, including the following: (a) making newly constructed single-family housing available for purchase and ownership by more families who reside in the City; (b) increasing the City's real estate tax base; (c) decreasing the inventory of City-owned vacant land; and (d) stimulating other private investment and development, and thus revitalizing the neighborhoods in which such housing is built; now, therefore,

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

SECTION 1. Findings.

All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. Establishment Of The New Homes For Chicago Program.

Notwithstanding any prior ordinance to the contrary, there is hereby established the New Homes For Chicago Program (the "Program") to be administered under the rules and regulations adopted by the City's Department of Housing (the "Department"), pursuant to the terms and conditions set forth herein.

SECTION 3. Goals Of The Program.

The Program shall be designed and implemented in order to promote the construction and sale of high quality, owner-occupied, single-family housing ranging in price from approximately \$55,000 to approximately \$85,000 per housing unit. Such prices may be adjusted from time to time due to inflation.

SECTION 4. Development Parameters.

(a) Each development proposal must consist of not less than ten and not more than forty units located within a radius of approximately one quarter mile.

(b) All units shall: (i) contain a minimum of at least approximately 1,000 square feet; (ii) contain at least three bedrooms and 1-1/2 baths; (iii) have direct access to private outdoor space, with a minimum of one on-site parking space per unit; (iv) have landscaping; (v) be sold with the builder's warranty of habitability and fitness for the purpose intended for a period of one year from the first date of occupancy; and (vi) be constructed of quality materials and designed to be compatible with surrounding properties.

(c) Applicants. Applicants who receive financial assistance must not be in default under any other city loan program or contract, or in arrears on any water, sewer, real estate, or sales tax or assessment, parking tickets, or any other amounts owed to the City personally or by any partnership, corporation, joint venture or land trust in which the applicant has at least a five percent (5%) beneficial interest.

SECTION 5. Application.

(a) The Department is authorized to prepare Program applications (the "Applications") designed to provide all the necessary information needed by the City to fairly and completely evaluate proposals for participation in the Program.

(b) The Department shall solicit Applications by methods which shall include publishing an advertisement at least twice in at least one newspaper of general circulation and, at the discretion of the Department, in neighborhood newspapers.

(c) Completed Applications shall be due no later than the date stated in the first day of the advertisement.

(d) The Department shall charge a nonrefundable \$250 Application fee that shall be payable to the City at the time the Application is submitted to the Department for review.

(e) The Application fee shall be used by the Department for costs incurred by the Department in connection with the administration of the Program.

(f) The Department shall evaluate all complete Applications and may negotiate alternative terms with applicants if it deems such negotiations to be in the best interests of the City.

(g) The Department shall make recommendations to the City Council regarding the acceptance of Applications for the Program.

(h) All Applications are subject to Department and City Council approval.

SECTION 6. Financial Assistance. Financial assistance in one or more of the following forms may be provided upon application pursuant to rules and regulations promulgated hereunder:

(a) City Lots.

Applicants may request to purchase City Lots for \$1.00 per City Lot. Deeds conveying City Lots shall contain a clause permitting the City to re-enter and take possession of such Lot if construction is not commenced within eighteen (18) months from the date of conveyance.

(b) No-Interest Financing.

Developers may request financing from the City in amounts not to exceed \$20,000 per housing unit.

(c) Fee Waivers.

Developers may request waiver of various City fees, costs and deposits required for new construction. Standard fees and deposits for the removal of existing water lines, installation of water taps, water line connections, removal of sewer lines and connection of sewer lines may be waived under this program.

(d) I.H.D.A. Financing.

The City shall seek low interest permanent mortgage financing from the Illinois Housing Development Authority to assist home buyers below the median family income for City residents.

(e) Closing Costs Assistance.

Home buyers below the median family income for City residents may request closing costs assistance in amounts not to exceed \$2,000. Such amounts shall only be used to pay for bank-related closing costs incurred in connection with purchase loans.

SECTION 7. Effectiveness. This ordinance shall take effect immediately upon its passage.

Action Deferred -- APPROVAL OF VARIOUS SITES TO BE ACQUIRED
BY PUBLIC BUILDING COMMISSION/CHICAGO BOARD
OF EDUCATION PURSUANT TO CAPITAL
IMPROVEMENT PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Shaw and Alderman Stone, *Deferred* and ordered published:

CHICAGO, April 20, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance approving and authorizing various sites located within the City of Chicago to be acquired by the Chicago Board of Education pursuant to its Capital Improvement Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

WHEREAS, The Legislature of the State of Illinois passed "an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955", as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission of Chicago, Cook County, Illinois (the "Commission") at the request of the Board of Education of the City of Chicago (the "Board"), being a school district in the City of Chicago, has undertaken a program for the construction of public schools and other educational facilities in cooperation with the Board; and

WHEREAS, The Board has determined that it is in the best interests of the public schools in the City of Chicago that a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities be undertaken (the "Project"); and

WHEREAS, The Commission, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated such areas lying wholly within the City of Chicago, as sites to be acquired for the Project and being legally described as hereinafter set forth, and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following sites described in Schedule I attached hereto and made a part thereof, heretofore selected, located and designated by the Commission, as sites to be acquired for a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities in the City of Chicago.

SECTION 2. The Mayor of the City of Chicago and other appropriate City officers are hereby authorized and directed to do all such acts and things, including the execution of documents providing for the conveyance of such sites, to effectuate the Project and the purpose of this ordinance.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage as required by law.

Schedule I attached to this ordinance reads as follows:

Chicago Public Schools Public Building Commission Bond Issue.

Site Designations

Schedule 1.

Acquisitions:

Our Lady of Help Christian
849 North Leamington Avenue
Chicago, Illinois 60651

St. Peter Canisius
5035 West North Avenue
Chicago, Illinois 60639

St. Angelas
1332 North Massasoit Avenue
Chicago, Illinois 60651

St. Fidelis
1405 North Washtenaw Avenue
Chicago, Illinois 60622

Sacred Heart on Huron
2260 West Huron Street
Chicago, Illinois 60612

St. Veronica
3318 North Whipple Street
Chicago, Illinois 60618

St. Francis Xavier
2845 West Barry Avenue
Chicago, Illinois 60618

Our Lady of Vilna
2323 West 23rd Place
Chicago, Illinois 60608

St. Ludmilla
2408 South Albany Avenue
Chicago, Illinois 60647

St. Agnes and Convent
3821 -- 3835 South Washtenaw Avenue
Chicago, Illinois 60625

St. Bridget
2928 South Archer Avenue
Chicago, Illinois 60608

or St. George
(Bridgeport Catholic
Academy)
911 West 32nd Place
Chicago, Illinois 60608

St. John of God
5129 South Throop Street
Chicago, Illinois 60609

St. Basil
1824 West Garfield Boulevard
Chicago, Illinois 60636

Sacred Heart of Jesus
4600 South Honore Street
Chicago, Illinois 60609

Immaculate Conception
8739 South Exchange Avenue
Chicago, Illinois 60617

Alvernia High School and Convent
3900 -- 3920 North Lawndale Avenue
Chicago, Illinois 60618

Illinois Bell Building
4355 North Linder Avenue
Chicago, Illinois 60641

New Construction -- Additions:

Carroll, Charles
2929 West 83rd Street
Chicago, Illinois 60652

or

Rosenwald, Julius
2541 West 80th Street
Chicago, Illinois 60652

Chappell, Eliza
5145 North Leavitt Street
Chicago, Illinois 60625

Hedges, James
4735 South Winchester Avenue
Chicago, Illinois 60608

Walsh, John A.
2015 South Peoria Street
Chicago, Illinois 60608

Replacement School:

Haines, John C.
247 West 23rd Place
Chicago, Illinois 60616

New Construction -- Schools:

Corkery and Whitney

Southeast Corner of 26th and Kostner
Avenue
Chicago, Illinois 60623
Approximately 3 acres

Davis, Shields and Burroughs

3301 West Pershing Road
Chicago, Illinois 60632
Approximately 3.21 acres

Gale, Field and Armstrong

7400 -- 7428 North Wolcott Avenue
1900 -- 1914 West Fargo Avenue
Chicago, Illinois 60626
Approximately 1.09 acres

Gary

31st and Millard Avenue
Chicago, Illinois 60623
Approximately 3.5 acres

Healey and Armour

Healey, Robert
3010 South Parnell Avenue
Chicago, Illinois 60616

or 505 West 35th Street
Chicago, Illinois 60616
Approximately 1.74 acres

Hedges and Branches

4801 South Western Avenue
Chicago, Illinois 60609
Approximately 2.6 acres

or 46th and Wolcott Avenue
Chicago, Illinois 60609
Approximately 8 acres

McCormick and Branch

Washburne, Elihu B. Trade School
3233 West 31st Street
Chicago, Illinois 60623

Monroe, Linne and Reilly

Southwest Corner Diversey and Karlov
Chicago, Illinois 60639
Approximately 2 plus acres

or

Southeast Corner Diversey and Kilpatrick
Chicago, Illinois 60641
Approximately 4 plus acres

or

Southeast Corner Belmont and Knox
Chicago, Illinois 60641
Approximately 2 plus acres

or

Southwest Corner Tripp and Nelson
Chicago, Illinois 60641
Approximately 1.2 acres

Morrill, Eberhart and Tonti

Block Bounded by:
60th Street on the north
61st Street on the south
Keeler Avenue on the east
Karlov Avenue on the west
Approximately 8.24 acres

Mozart

2222 North Springfield
Chicago, Illinois 60647
Approximately 1.95 acres

Nixon

Southwest Corner Bloomingdale at Kildare
Chicago, Illinois 60639
Approximately 3.5 acres

Nobel

1000 -- 1026 North Kedvale
1001 -- 1029 North Keeler
4134 -- 4158 West Augusta Boulevard
Chicago, Illinois 60651

or

4400 West North Avenue
Chicago, Illinois 60639

Seward and Hamline

Northwest Corner of 43rd and Marshfield
Chicago, Illinois 60609
Approximately 2.30 acres

Spry and Hammond

2800 South Sacramento
Chicago, Illinois 60623
Approximately 18.4 acres

Reconfigurations:

Carver, George Washington Primary
901 East 133rd Place
Chicago, Illinois 60627

Stockton, Joseph
4420 North Beacon Street
Chicago, Illinois 60640

Von Humboldt, Alexander
2620 West Hirsch Street
Chicago, Illinois 60622

Reconversions:

Jackson, Andrew, Adult Education Center
820 South Carpenter Street
Chicago, Illinois 60607

Richard, Ellens H. Vocational High
5516 South Maplewood Avenue
Chicago, Illinois 60629

Reopenings:

Birney
120 North Wood Street
Chicago, Illinois 60612

Schmid
9755 South Greenwood Avenue
Chicago, Illinois 60628

Sheldon
2554 West 113th Street
Chicago, Illinois 60655

Rehabilitation:

Amundsen, Roald, High School
5110 North Damen Avenue
Chicago, Illinois 60625

Crane, Richard T., High School
2245 West Jackson Boulevard
Chicago, Illinois 60612

Dunbar, Paul L., Vocational High School
3000 South Dr. Martin Luther King, Jr., Drive
Chicago, Illinois 60616

Fenger, Christian, High School
11220 South Wallace Street
Chicago, Illinois 60628

Foreman, Edwin G., High School
3235 North Leclaire Avenue
Chicago, Illinois 60641

Gage Park High School
5630 South Rockwell Street
Chicago, Illinois 60629

Harlan, John M., Community Academy High School
9652 South Michigan Avenue
Chicago, Illinois 60628

Harper, William Rainey, High School
6520 South Wood Street
Chicago, Illinois 60636

Kelly, Thomas, High School
4136 South California Avenue
Chicago, Illinois 60632

Mather, Stephen T., High School
5835 North Lincoln Avenue
Chicago, Illinois 60659

Simeon, Neal F., Vocational High School
8235 South Vincennes Avenue
Chicago, Illinois 60620

Steinmetz, Charles P., High School
3030 North Mobile Avenue
Chicago, Illinois 60634

Tesla, Nikola
6657 South Kimbark Avenue
Chicago, Illinois 60637

Ancillary Additions:

Addams, Jane
10810 South Avenue H
Chicago, Illinois 60617

Anthony, Susan B., Branch of Burnham
9800 South Torrence Avenue
Chicago, Illinois 60617

Armstrong, George B.
2111 West Estes Avenue
Chicago, Illinois 60645

Avondale
2945 North Sawyer Avenue
Chicago, Illinois 60618

Bass, Perkins
1140 West 66th Street
Chicago, Illinois 60621

Beethoven, Ludwig Von
25 West 47th Street
Chicago, Illinois 60609

Bryn Mawr
7355 South Jeffery Avenue
Chicago, Illinois 60649

Byford, William H.
5600 West Iowa Street
Chicago, Illinois 60651

Cassell, George F.
11314 South Spaulding Avenue
Chicago, Illinois 60655

Clark, George Rogers, Branch of Key
1045 South Monitor Avenue
Chicago, Illinois 60644

Corkery, Daniel J.
2510 South Kildare Avenue
Chicago, Illinois 60623

Gale, Stephen F., Community Academy
1631 West Jonquil Terrace
Chicago, Illinois 60626

Gary, Joseph E.
3740 West 31st Street
Chicago, Illinois 60623

Grimes, Robert L.
5450 West 64th Place
Chicago, Illinois 60638

Haugan, Helge A.
4540 North Hamlin Avenue
Chicago, Illinois 60625

Hibbard, William G.
3244 West Ainslie Street
Chicago, Illinois 60625

Jensen, Jens, Scholastic Academy
3030 West Harrison Street
Chicago, Illinois 60612

Marquette, Jacques
6550 South Richmond Street
Chicago, Illinois 60629

Onahan, William J.
6634 West Raven Street
Chicago, Illinois 60631

Scanlan, Thomas
11725 South Perry Avenue
Chicago, Illinois 60628

Smyser, Washington D.
4310 North Melvina Avenue
Chicago, Illinois 60634

Williams, Daniel Hale
2710 South Dearborn Street
Chicago, Illinois 60616

Park District Facilities:

Dyett -- Park Fieldhouse
5531 South King Drive
Chicago, Illinois 60615

White -- Park Fieldhouse
1122 West 122nd Street
Chicago, Illinois 60643

Clemente -- Park Fieldhouse
2334 West Division Street
Chicago, Illinois 60622

Orr -- Park Fieldhouse
744 North Pulaski Road
Chicago, Illinois 60624

Garrett Morgan -- Park Fieldhouse
8385 South Kirkhoff Avenue
Chicago, Illinois 60620

Curie -- Park Fieldhouse
4959 South Archer Avenue
Chicago, Illinois 60632

Whitney Young -- Park Fieldhouse
210 South Loomis Street
Chicago, Illinois 60607

COMMITTEE ON HUMAN RIGHTS AND
CONSUMER PROTECTION.

ILLINOIS CONGRESSIONAL DELEGATION URGED TO OPPOSE ALL
UNITED STATES WAR-RELATED AID TO EL SALVADOR
AND CITY OF CHICAGO ENCOURAGED TO JOIN
INTERNATIONAL BOYCOTT OF SALVADORAN
COFFEE PRODUCTS.

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, April 23, 1990.

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having had under consideration a substitute resolution co-sponsored by Alderman Raymond Figueroa and Alderman Jesus G. Garcia (which was referred on February 7, 1990) calling for an end to U. S. support for the war in El Salvador, begs leave to recommend that Your Honorable Body *Adopt* the said proposed substitute 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 substitute 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, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The recent assassination of six Jesuit priests and the bombings of civilian neighborhoods are only the most recent acts of violence against the churches and civilian population by the government of El Salvador; and

WHEREAS, Salvadoran government forces and para-military death squads are responsible for the vast majority of the 70,000 civilian deaths in the 10-year civil war, according to human rights organizations; and

WHEREAS, Amnesty International has called El Salvador's government a "death squad government" and Amnesty International, Americas Watch, and the Catholic Archdiocese of San Salvador have all documented severe and increasing repression of churches, labor unions, and human rights organizations; and

WHEREAS, The government of El Salvador is currently engaged in a campaign to destroy religious freedom and silence the Church in El Salvador; and

WHEREAS, Legislation passed by the Salvadoran legislature curtails civil rights, making free speech, public protest, and contact with international human rights organizations crimes punishable by imprisonment; and

WHEREAS, Bombings and assassinations of labor union activists have dramatically increased; and

WHEREAS, The two main sources of revenue enabling the government of El Salvador to continue its human rights violations are U. S. aid and revenue from Salvadoran coffee sales; and

WHEREAS, Any support for the government of El Salvador is support for tyranny, torture and murder; and

WHEREAS, U. S. war-related aid to El Salvador should be spent at home to meet community needs vital to our domestic national security; now, therefore,

Be It Resolved, That the City Council of the City of Chicago urges the Illinois Congressional Delegation to actively oppose all U. S. war-related aid to the government of El Salvador; and

Be It Further Resolved, To encourage the City of Chicago to join in the international boycott of all Salvadoran coffee products, and shall not buy, or contract for the provision of, any coffee which contains Salvadoran coffee until a negotiated settlement to the Salvadoran war is reached and the coffee boycott is terminated by Neighbor to Neighbor; and

Be It Further Resolved, That a copy of this resolution will be forwarded to all members of the Illinois Congressional Delegation, the Speaker of the House of Representatives and President George Bush for the purpose of informing them of our position.

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 23, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration four proposed orders (which were referred April 6, 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 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

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):

West Devon Avenue And North Ridge Avenue.

Ordered, That the Committee on Local Transportation memorialize the Chicago Transit Authority to give consideration to the installation of two (2) bus passenger shelters on the northeast corner of West Devon Avenue and North Ridge Avenue and the southwest corner of West Devon Avenue and North Ridge Avenue.

North Sheridan Road At West Argyle 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 the southeast corner of North Sheridan Road at West Argyle Street for northbound passengers.

North Sheridan Road And West Berwyn Avenue.

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 North Sheridan Road and West Berwyn Avenue for northbound passengers.

North Sheridan Road At West Granville Avenue.

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 North Sheridan Road at West Granville Avenue for northbound passengers.

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 Committee on Local Transportation submitted the following report:

CHICAGO, April 23, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration an ordinance (which was referred on April 6, 1990) authorizing the execution of a Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions between the City and 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, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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 has, by ordinance passed by the City Council of the City of Chicago on April 23, 1945 (the "Ordinance"), granted to the Chicago Transit Authority ("Authority") the exclusive right to maintain and operate a transit system for the local transportation of passengers within the City of Chicago; and

WHEREAS, Pursuant to an ordinance passed by the City Council on December 16, 1983, the City has obtained funds through grants from the U. S. Department of Transportation, Urban Mass Transportation Administration ("U.M.T.A.") and the Illinois Department of Transportation ("I.D.O.T.") for the design, engineering, construction and other actual and necessary expenses of the Loop Elevated Rehabilitation Project ("Project"); and

WHEREAS, A component of the Project has been the construction, reconstruction and renovation of the Clark-Lake rapid transit station ("Station") including the Pedway located beneath Lake Street; and

WHEREAS, The City has entered into the Basic Agreement concerning Acquisition of Loop Elevated Rehabilitation Project Right-of-Way, Air Rights and other Assets dated December 30, 1984 ("Basic Agreement") with American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated June 18, 1981 and known as Trust Number 52947 ("Transportation Center Owner") for the construction, reconstruction and renovation of a portion of the Station within a portion of Loop Transportation Center Building ("Transportation Center"); and

WHEREAS, In furtherance of the Basic Agreement and the Project, the Transportation Center Owner granted the City certain air rights and easements in a certain Trustee's Quitclaim Deed with Grant and Reservation of Easements dated December 31, 1986, and recorded in the office of the Cook County Recorder of Deeds as Document No. 87177084, which was amended by an Agreement dated February 1, 1987, and recorded as Document No. 87513412, (together, "the Deed"); and

WHEREAS, The Basic Agreement and the Deed contemplate the execution of a Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions by the City and by the Transportation Center Owner for the construction, operation and maintenance of the Station within the Transportation Center; and

WHEREAS, The Basic Agreement and the Deed also contemplate the execution of an Operating Agreement under which the City passes to the Authority the obligations for the operation and maintenance of the Station, except for those portions serving the Pedway only; now, therefore,

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

SECTION 1. Upon approval of the Corporation Counsel and the Commissioners of the Departments of Planning and Public Works, the Mayor or his proxy is hereby authorized to execute a Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions in substantially the form attached to this Ordinance as Exhibit A ("Joint Declaration") subject to such amendments and modifications as are required by U.M.T.A. and I.D.O.T. as conditions and requirements of the above-described grants.

SECTION 2. Upon approval of the Corporation Counsel and the Commissioner of the Department of Public Works, the Mayor or his proxy is authorized to execute an Operating Agreement with the Authority to pass the obligations of the City with respect to the operation and maintenance of the Station, except for the Pedway, to the Authority, subject to the conditions and requirements of U.M.T.A. and I.D.O.T. under the above-described grants, and in accordance with the terms and conditions of the ordinance, the Basic Agreement, the Deed and the Joint Declaration.

SECTION 3. This ordinance shall take effect immediately upon passage.

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

Exhibit "A".

Joint Declaration

Establishing Easements, Reservations, Rights,

Covenants and Restrictions.

This Instrument is made as of this ____ day of _____, 1990, by and between American National Bank and Trust Company of Chicago, not personally but solely as trustee ("Trustee") under Trust Agreement dated June 18, 1981 and known as Trust No. 52947 ("Trust") and North Loop Transportation Center Limited Partnership, as sole beneficiary of said Trust ("Beneficial Owner") and the City of Chicago, a municipal corporation ("City"). Capitalized terms used herein shall have the meaning set forth in Section 1 of this Instrument or as otherwise defined in this Instrument or other Documents.

Witnesseth:

Whereas, The Trust is the record legal owner of and Beneficial Owner holds a beneficial interest in the Transportation Center; and

Whereas, The City owns the Transit Station Parcel which has been heretofore conveyed to the City by the Trust; and

Whereas, The Trust, Beneficial Owner and the City desire to cause the cooperative and harmonious use of their respective Parcels consistent with and in implementation of the Basic Agreement; and

Whereas, The parties have previously granted and reserved certain easements and covenants set forth in the Deed; and

Whereas, The parties desire to declare and establish additional easements and enter into covenants and agreements for the maintenance, replacement, access, use and operation of the Transit Station, the Transportation Center, the Pedway and the Property; and

Whereas, The parties intend that the additional easements, covenants and agreements set forth herein shall not limit or diminish those easements, covenants and agreements set forth in the Deed; and

Whereas, The parties desire and intend that the easements, covenants and agreements shall be binding upon and running with the respective parcels;

Now, Therefore, In consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the Transportation Center Owner and the City agree as follows:

1. Definitions And References.

1.1 Definitions. For the purposes of this Instrument, the following terms shall have the respective meanings indicated below:

Architect. The Bureau of Architecture of the City which has an office at 320 North Clark Street, Chicago, Illinois, or any architect licensed in the State of Illinois mutually selected by the Owners.

Authority. The Chicago Transit Authority, an Illinois municipal corporation, its successors and assigns.

Basic Agreement. That certain agreement entitled "Basic Agreement Concerning Acquisition of Loop Elevated Rehabilitation Project Right-of-Way, Air-Rights and Other

Assets," dated as of December 30, 1984, made by and between the City and the Transportation Center Owner.

Below Grade Vestibule. That portion of the Pedway described in (Sub)Exhibit "D".

Building. The Transportation Center and any other improvements located on the Property.

Caisson Ordinance. An ordinance enacted by the City Council of the City of Chicago on October 6, 1982 and recorded with the Cook County Recorder of Deeds on December 28, 1982 as Document No. 26450727.

Common Facilities. Those building elements or operational facilities which are described on (Sub)Exhibit "E".

Condemnation. Either the permanent or temporary taking of all or any part of the Project or the voluntary sale of all or any part of the Project under the threat of a taking, all under the power of eminent domain.

City. The City of Chicago, a municipal corporation, and its authorized representatives, successors and assigns.

Deed. That certain Trustee's quitclaim deed with Grant and Reservation of Easements, dated as of December 31, 1986 and recorded in the Office of the Recorder of Deeds of Cook County on April 3, 1987, as Document No. 87177084 made by the Transportation Center Owner as the Grantor and the City as the Grantee, as amended by that certain Agreement dated as of February 1, 1987, by and between the City and the Transportation Center Owner, recorded in the Office of the Recorder of Deeds of Cook County on September 21, 1987, as Document No. 87513412.

Documents. The Deed, the Caisson Ordinance, the Redevelopment Agreement, the Basic Agreement and the Plans.

Exclusive Facilities. The Exclusive Transit Station Facilities or the Exclusive Transportation Center Facilities, or both, as the context may require.

Exclusive Transit Station Facilities. Those Facilities described in (Sub)Exhibit "G-2" attached hereto.

Exclusive Transportation Center Facilities. Those facilities, if any, described in (Sub)Exhibit "G-1" attached hereto.

Free Passage Access Area (or, "Access Area"). The Ground Level Vestibule and the Transportation Center Escalator Space.

Ground Level Vestibule. That portion of the Transportation Center described in Exhibit "A" to the Deed and (Sub)Exhibit "P" attached hereto.

Impositions. All taxes whatsoever that may at any time be lawfully assessed or levied against the Property, the improvements located therein, or any part thereof or any interest therein, including but not limited to, all general and special real estate taxes and assessments or taxes assessed specifically in whole or in part in substitution of general real estate taxes, any taxes levied or a charge upon the rents, revenues or receipts therefrom prior to or on a party with the interest of an Owner therein, and all ad valorem taxes lawfully assessed upon the Project Site or the improvements thereon.

Instrument. This Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions.

Law(s). All laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of any governmental authority or court which is now or at any time hereafter may be applicable to the Project.

Office Building. Approximately 585,000 square feet of office tower built in the Office Building Parcel.

Office Building Parcel. Lots 1 through 15 as described in the Survey.

Office Building Lobby. Lots 8 through 15 of the Survey.

Owner(s). The City or the Transportation Center Owner or both, as the context may require.

Parcel(s). The Transit Station Parcel or the Transportation Center Parcel or both, as the context may require.

Pedway. The free-access pedestrian walkway constructed by the City beneath Lake Street to connect the Transportation Center and the State of Illinois Center as graphically depicted on (Sub)Exhibit "C".

Permittees. The Authority and all persons or entities authorized by an Owner to enter the Property.

Person. An individual, partnership, association, corporation, trust, land trust, and any other form of business organization, or one or more of them, as the context may require.

Plans. The drawings, plans and specifications prepared by Skidmore, Owings & Merrill for the Project issued for construction purposes for the Transportation Center and the drawings, plans and specifications prepared by the Architect and issued for the construction of the Transit Station as such plans may be amended from time to time, including the final record sets of "as-built" working drawings to be prepared by the Architect upon the completion of construction of the Transit Station. Two (2) duplicate original copies of such Plans for the Transit Station are to be provided to the Transportation Center Owner, and to the Authority upon request.

Project. The Transportation Center Parcel, the Transit Station Parcel and the Office Building Parcel.

Property. All improvements and land comprising the Transportation Center Parcel and the Transit Station Parcel.

Redevelopment Agreement. That certain agreement dated as of December 18, 1981 by and between the City of Chicago, a public body corporate, and North Loop Transportation Center Limited Partnership, an Illinois limited partnership, as amended April 14, 1982, February 18, 1983 and March 9, 1983.

Right-of-Way Escalator Space. That portion of the Lake Street Right-of-Way designated on the Plans and shown in (Sub)Exhibit "O" attached hereto actually occupied by and comprising a part of the Transportation Center Escalator.

Structural Supports. All construction elements (including without limitation, slabs, caissons, columns, beams, braces and trusses) which are load bearing or which are necessary for structural integrity.

Survey. Loop Transportation Plat of Subdivision prepared by National Survey Service, Inc., delineating the Transit Station Parcel and the Transportation Center Parcel as recorded in the Office of the Recorder of Deeds on March 12, 1986 as Document No. 8609844 and recorded in Plat Roll at Page/Jacket 2-3.

Transit Station. The rapid transit station to be located within the Transit Station Parcel.

Transit Station Parcel. The real estate legally described in (Sub)Exhibit "B."

Transportation Center. The multiple level building constructed in substantial accordance with the Plans consisting of two levels below grade, ground floor and mezzanine levels consisting of lobby (but excluding the Office Building Lobby and the Transit Station) and commercial retail space, ten levels of public parking facilities all located on the Transportation Center Parcel.

Transportation Center Escalator. The escalator located within and connecting the Ground Level Vestibule and Below Grade Vestibule leading directly in to the Pedway.

Transportation Center Escalator Space. The space occupied by the Transportation Center Escalator as built in accordance with the Plans, and such surrounding area as depicted and cross-hatched on (Sub)Exhibit "J".

Transportation Center Lobby. The first and second floor concourse and public lobby areas of the Transportation Center located from LaSalle Street on the west to Clark Street on the east.

Transportation Center Owner. The Trust and Beneficiary, either individually or collectively, as the context may require and their permitted representatives, successors, heirs and assigns.

Transportation Center Parcel. The real estate legally described in (Sub)Exhibit "A".

2. Easements Appurtenant To Transit Station Parcel.

2.1 In General.

Transportation Center Owner hereby grants and conveys to City the easements set forth in this Section 2 on the terms and conditions set forth in this Instrument and for the purposes set forth in this Section 2.

2.2 Construction, Storage, Repair and Maintenance.

The Transportation Center Owner grants to the City a non-exclusive easement consisting solely within the Lake Street Ground Level Vestibule and such other areas of the Transportation Center Lobby that the Transportation Center Owner may reasonably designate from time to time, for the construction, maintenance, operation and reconstruction (if and when required or permitted under this Instrument) of the Transit Station, the Pedway or the temporary storage of materials in connection therewith at such sites as the Transportation Center Owner shall reasonably make available therefore. The City shall not be permitted to utilize the Transportation Center Escalator for the delivery or removal of any construction materials or construction equipment or for construction staging in connection with the repair, replacement, reconstruction or maintenance of the Pedway, the Transit Station or any areas of the C.T.A. Transit Station within the Lake Street right-of-way, except on a temporary basis which will not impede the use of the Transportation Center Escalator for more than three (3) hours and then solely upon the prior written consent of the Transportation Center Owner and at such times and in such manner as approved by the Transportation Center Owner. In exercising any of the rights granted under this Section 2.2, the City and its Permittees shall use due care and shall use reasonable efforts not to unreasonably interfere with the property and operations of the Transportation Center Owner and its Permittees. The City will (except in the event of emergencies) give the Transportation Center Owner reasonable notice of work which generally interferes with the property or operations of the Transportation Center Owner and, in such instances, will arrange with the Transportation Center Owner for a reasonable work schedule. The City, upon completion of work, at its expense, shall promptly repair, replace or restore any property of the Transportation Center Owner which has been damaged or destroyed by the City or its Permittees in the exercise of any rights under this Section 2.2.

2.3 Exclusive Transit Station Facilities; Common Facilities; And Access Areas For Pedestrian Traffic And Equipment Maintenance.

(A) **Exclusive and Common Facilities.** The Transportation Center Owner hereby grants to the City, subject to reasonable rules and regulations of Transportation Center Owner, a non-exclusive easement in and over the Transportation Center Parcel for access to, use of and maintenance of all Exclusive Transit Station Facilities and Common Facilities.

(B) **Access Areas for Pedestrian Traffic and Equipment Maintenance.** The Transportation Center Owner grants to the City: (i) non-exclusive easements for access to and ingress and egress through the Transportation Center Escalator Space and the Ground Level Vestibule and the Transportation Center door between Lake Street and the Access Area for the purpose of pedestrian traffic utilization of the Pedway, the Transit Station, and the Transportation Center Escalator and for maintenance and repair of same, and any other permissible use or obligation set forth in this Instrument; and (ii) non-exclusive easements for ingress and egress through the Transportation Center Parcel for access to both the electrical equipment room on Lower Level 1 of the Transportation Center and the escalator pit area on Lower Level 2 of the Transportation Center, provided that the City provide reasonable notice to the Transportation Center Owner upon exercising such rights described in this Section 2.3(B)(ii).

2.4 Common Walls, Ceilings And Floors.

The Transportation Center Owner hereby grants to the City a non-exclusive easement for support, enclosure, use and maintenance of those walls and horizontal slabs constructed in and along the common boundaries of the Transportation Center Parcel and the Transit Station Parcel which also serve as walls, ceilings or floors for the Transit Station.

2.5 Sign Easements.

(A) **Exterior and Transportation Center Lobby.** The Transportation Center Owner hereby grants to the City: (1) an exclusive easement for the placement, replacement and maintenance of a sign or signs, plaque or inscription on both (a) the outer facade wall of the Transportation Center facing Lake Street and forming the exterior wall of the Transit Station and solely within the exterior continuous self-illuminating sign band, and (b) the interior wall of the Transportation Center Lobby forming the exterior wall of the Transit Station solely within the interior continuous self-illuminating sign band, and (2) a non-exclusive easement for the placement, replacement and maintenance of a sign or signs, plaque or inscription upon (a) the outer facade wall of the Transportation Center facing Lake Street and forming the exterior wall of the Ground Level Vestibule solely with the self-illuminating sign band, and (b) the interior wall of the Transportation Center Lobby forming the exterior wall of the Ground Level Vestibule solely within the self-illuminating sign band. Such signs shall only contain messages related to identification of or directions

to the Transit Station and the Pedway. The design, location and size of such signs shall be subject to the approval of the Transportation Center Owner. No approval by the Transportation Center Owner shall be required for signs which are within the continuous self-illuminating sign band (as shown in the Plans) and which conform to the graphic criteria set forth in (Sub)Exhibit "H" attached hereto. City may locate within the Transit Station Parcel and the Pedway such signs of a reasonable size as are convenient for the operation of the Transit Station and the Pedway and which are intended to be viewed solely from the Transit Station or the Pedway.

(B) Ground Level Vestibule Signs.

(1) The Transportation Center Owner hereby grants to the City an exclusive easement in those portions of the Ground Level Vestibule cross-hatched (Sub)Exhibit "K" attached hereto to erect, install, repair, and maintain (a) a type 1 illuminated floor-mounted sign as more fully described and depicted on (Sub)Exhibit "L" which sign shall contain information solely relating to the operation of the public rapid transit system; and (b) a 2B illuminated pendent mounted sign, as more fully described and depicted on (Sub)Exhibit "M" attached hereto, to be mounted on the ceiling above the Ground Floor Vestibule, which sign shall contain only the information as shown on (Sub)Exhibit "N" attached hereto.

(2) City shall install the signs at such times of the day as reasonably approved by the Transportation Center Owner and the Transportation Center Owner will not obstruct or allow the obstruction of the view to such signs. The City shall bear all the costs associated with the installation of such signs.

2.6 Utilities Easement.

The Transportation Center Owner hereby grants to the City a non-exclusive easement to install, use, maintain and remove from time to time in accordance with the Plans, utilities, services, wiring, piping and other similar materials to service or benefit the Transit Station over, upon, across and through the chases, conduits, risers and shafts in and upon the Transportation Center now existing in the Transportation Center Building. If at any time it shall become necessary to relocate or add to utility easements other than as shown in the Plans or now existing in order to provide utility service for the Transit Station, the Transportation Center Owner agrees to grant such additional or relocated utility easements, provided such easements do not unreasonably interfere with the reasonable use and enjoyment of the Transportation Center Parcel for the purposes for which the Transportation Center was initially designed and constructed, and provided the City shall compensate the Transportation Center Owner for all costs incurred in such addition or relocation. Any such new or relocated utilities shall be designed on the Plans, and, if necessary, the Plans shall be revised, acknowledged by both Owners, and incorporated as an amendment to this Instrument.

2.7 Platform Easements.

(A) The Transportation Center Owner hereby grants to the City an exclusive easement (the "Platform Level Easement") solely for the purposes of ingress and egress to and from the Transit Station through the facade of the Transportation Center Building at the elevated platform level of the elevated public transit system located within the Lake Street right-of-way in the location approved by the Transportation Center Owner and as designed, constructed and maintained by the City in accordance with the Plans. Without limiting the easement rights granted or reserved in this Instrument, the easement for ingress and egress provided in this Section 2.7 may be used on a 24-hour a day basis, every day of the year.

2.8 Term.

The easements granted by Transportation Center Owner to and for the benefit of the City in this Instrument shall be perpetual and shall be binding on Transportation Center Owner and its beneficiaries, heirs, successors and assigns, and shall benefit the City, the Authority and their heirs, successors and assigns, unless expressly provided otherwise in this Instrument.

2.9 Other Easements.

The Transportation Center Owner agrees to grant to the City such other easements and licenses as may be necessary for the maintenance and operation of the Transit Station or Pedway provided that (A) such easements or licenses are not necessitated because of a use of the Transit Station for purposes other than those for which the Transit Station was initially designed and constructed, (B) such easement or license shall not (in the judgment of the Transportation Owner, which judgment shall not be unreasonably applied or delayed) unreasonably interfere with the reasonable use and enjoyment of the Transportation Center Parcel for the purposes for which the Transportation Center was initially designed and constructed, (C) the City agrees to pay its reasonable share of the costs and expenses associated therewith to the extent such matters are not resolved by the terms and provisions of this Instrument and (D) such grant shall not be expressly precluded by the terms of any other agreement made by the Transportation Center Owner prior to the date of the execution of this Instrument by the Transportation Center Owner, including but not limited to, retail space leases.

3. Easements Appurtenant To Transportation Center Parcel.

3.1 In General.

City hereby grants and conveys to Transportation Center Owner the easements set forth in this Section 3 on the terms and conditions set forth in this Instrument and for the purposes set forth in this Section 3.

3.2 Exclusive Transportation Center Facilities; Common Facilities.

The City grants to the Transportation Center Owner, subject to reasonable rules and regulations of City, a non-exclusive easement over that part of the Transit Station Parcel or the Pedway necessary for access to, use, maintenance, repair and replacement of Exclusive Transportation Center Facilities and Common Facilities.

3.3 Transportation Center Escalator Easements.

The City hereby grants to the Transportation Center Owner, an exclusive easement on, over, through, within and along and across the Right-of-Way Escalator Space to construct, install, repair and maintain that portion of the Transportation Center Escalator extending from the Transportation Center Parcel into the Lake Street right-of-way. City further hereby grants to the Transportation Center Owner, its successors and assigns, a non-exclusive easement on, over, through and along and across the Below Grade Vestibule for access to install, repair and maintain the Transportation Center Escalator, provided, however, such activities do not materially impair, on other than a temporary basis reasonably necessary for the performance of such activities, the use of such Below Grade Vestibule for its intended use for pedestrian access to and from the Pedway.

3.4 Pedestrian Access Easements.

City hereby grants to the Transportation Center Owner, a non-exclusive easement for pedestrian ingress and egress to and through the Pedway for the benefit of the Transportation Center Parcel. The terms and provisions of this Section 3.4 shall supersede the provisions of paragraph 9 of the Basic Agreement.

3.5 Utilities.

The City hereby grants to the Transportation Center Owner a non-exclusive easement to install, use, maintain and remove from time to time, in accordance with the Plans, utilities,

services, wiring, piping and other similar materials to service or benefit the Transportation Center Parcel in, over, upon, across and through the chases, conduits, risers and shafts now existing in the Transit Station Parcel. If at any time it shall become necessary to relocate or add to utility easements other than as shown in the Plans or now existing in order to provide utility service for the Transportation Center Property, the City, subject to the approval of the City Council and other appropriate governmental bodies, agrees to grant such additional or relocated utility easements; provided, however, such easements do not unreasonably interfere with the reasonable use and enjoyment of the Transit Station Parcel for the purposes for which the Transit Station was initially designed and constructed, and provided the Transportation Center Owner shall compensate the City for all costs incurred in such addition or relocation. Any such new or relocated utilities shall be designated on the Plans, and, if necessary the Plans shall be revised, acknowledged by both Owners, and incorporated as an amendment to this Instrument.

3.6 Sprinkler Easements.

The City hereby grants to the Transportation Center Owner a non-exclusive easement within the Lake Street right-of-way to install, use, maintain, remove and replace from time to time those pipes, sprinkler heads and other components (identified on and installed in accordance with the Plans) constituting a dry fire sprinkler system. Transportation Center Owner shall give the City reasonable notice prior to performing work under this Section 3.6, and Transportation Center Owner shall not, in exercising such rights, unreasonably interfere with the City's use of the Lake Street right-of-way or the Transit Station Parcel. In the event that the work would unreasonably interfere with the City's use of such areas, the City shall have the right to restrict such work (of a non-emergency nature) to late evening or non-peak hours.

3.7 Term.

The easements granted by City to and for the benefit of Transportation Center Owner shall be perpetual and shall be binding on City and its successors and assigns and shall be for the benefit of Transportation Center Owner and its heirs, successors and assigns, unless expressly provided otherwise in this Instrument.

4. Maintenance, Repair; Real Estate Taxes.

4.1 Transportation Center Generally.

Except as otherwise provided in this Section 4, Transportation Center Owner at its sole cost and expense shall maintain and operate in good and safe condition and repair the Transportation Center Parcel and all improvements located therein, and shall make all

necessary repairs and replacements to the foregoing consistent with the terms of this Instrument.

4.2 Transit Station Generally.

Except as otherwise provided in this Section 4, City at its sole cost and expense shall maintain and operate in good and safe condition and repair the Transit Station Parcel, and all improvements located thereon, and the Pedway, and shall make all necessary repairs and replacements to the foregoing consistent with the terms of this Instrument.

4.3 Common Facilities And Structural Supports.

The Transportation Center Owner at its sole cost and expense, but subject to reimbursement as provided in Sections 4.8A(2) and 4.8A(4), shall keep and maintain in good and safe operating condition and repair the Common Facilities and all Structural Supports wherever located, and shall repair, rebuild and replace same.

4.4 Transportation Center Escalator.

Transportation Center Owner at its sole cost and expense shall keep and maintain in good operation, condition and repair the Transportation Center Escalator and shall repair and replace same as necessary.

4.5 Pedway.

Except as provided in this Section 4.5, the City at its sole cost and expense shall keep and maintain in good operation, condition and repair the Pedway (except the Transportation Center Escalator) and shall repair and replace same consistent with the terms of this Instrument. Notwithstanding the foregoing, the Transportation Center Owner, subject to the City reimbursement obligations set forth in Section 4.8(A)(3) hereof, shall be responsible for the day-to-day maintenance of and minor repairs to the Pedway and shall perform the following:

- (a) light janitorial service;
- (b) replacement of ballasts, lenses, tubes or bulbs in light fixtures;
- (c) periodic replacement of loose wall tiles and ceiling tiles;

- (d) as required, interim patching of floor with respect to minor cracks or dislocations;
- (e) glass replacement;
- (f) replacement of sweeps on revolving doors;
- (g) door hinges; and
- (h) security equipment, if any, to the extent installed pursuant to the joint agreement of City and Transportation Center Owner.

The Transportation Center Owner and the City acknowledge that the State of Illinois may assume certain of the day-to-day maintenance obligations, including those obligations listed in subparagraphs (a) through (h) above and in such event the obligations of the Transportation Center Owner and the City shall be modified accordingly. The City shall provide the Transportation Center Owner with those supplies, materials, or components required to perform Section 4.5(b) herein and with those non-fungible or non-readily obtainable supplies, materials or components, including, but not limited to, ceiling tiles, wall tiles, et cetera necessary to match existing supplies, materials or components. To the extent such supplies, materials, or components are not supplied by the City, the Transportation Center Owner shall not be obligated to undertake maintenance or repair involving same.

4.6 Exclusive Facilities.

(A) Exclusive Transportation Center Facilities. The Transportation Center Owner at its sole expense shall keep and maintain in good and safe operating condition and repair the Exclusive Transportation Center Facilities and shall repair, rebuild and replace such Exclusive Transportation Center Facilities.

(B) Exclusive Transit Station Facilities. The Transportation Center Owner shall keep and maintain in safe and good operation, condition and repair the Exclusive Transit Station Facilities and shall repair, rebuild and replace same subject to reimbursement as provided herein. The Transportation Center will obtain written approval from the City for any repair, rebuilding or replacement where the single expenditure therefor exceeds \$1,000.00. The City shall reimburse the Transportation Center Owner in a manner consistent with the procedure stated in Sections 4.8(D) and (E) hereof. If the City fails to comply with the reimbursement procedures stated in Sections 4.8(D) and (E), the Transportation Center Owner shall have no obligation to continue to undertake the obligations set forth in this Section 4.6(B) on behalf of the City.

4.7 Quality Of Work.

All work, repairs, rebuilding and replacements shall be made in accordance with the Plans or as otherwise agreed in the case of rebuilding, and in a good and workmanlike manner with the same materials, or, if the same materials are not available, with similar and compatible materials of similar quality.

4.8 Apportionment Of Certain Costs And Expenses.

(A) Reimbursement. City shall reimburse the Transportation Center Owner for maintenance and operating costs and expenses in the amounts and in the manner provided herein:

(1) Fifty percent (50%) of actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the repair, replacement and maintenance of the Access Area as set forth on (Sub)Exhibit "F" attached hereto.

(2) Fifty percent (50%) of actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the repair, replacement and maintenance of the Common Facilities.

(3) Fifty percent (50%) of the actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the performance of Transportation Center Owner's obligations under Section 4.5(c) through (h) hereof.

(4) Fifty percent (50%) of the actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the maintenance, repair, rebuilding or replacement of the Structural Supports which support exclusively the Transit Station.

(5) One Hundred percent (100%) of actual costs and expenses reasonably incurred by the Transportation Center Owner in connection with the repair, replacement and maintenance of the Exclusive Transit Station Facilities.

(6) One Hundred percent (100%) of the charges for air conditioning condensor water provided to the Transit Station at an initial rate of Seventy- five Dollars (\$75.00) per ton for the period from the date of execution of this Instrument to March 31, 1991, subject to annual adjustment thereafter consistent with the rate and adjustment for tenants within the Transportation Center.

(B) City Direct Payments. City shall bear the total costs and expenses of the following (or any additional) utilities, including installation and all repair and replacement costs of all meters furnished to the Transit Station, which shall be separately metered and billed directly to the City:

- (1) Electricity
- (2) Water

(C) For the purposes of this Section 4.8 "costs and expenses" means the total of all direct variable costs and expenses actually paid and reasonably incurred by the Transportation Center Owner for labor and materials only, consistent with sound management principles in the performance of its obligations.

(D) Reimbursement Procedure. The Transportation Center Owner shall deliver its written invoice ("Statement") to the City itemizing the costs and expenses along with actual invoices for all labor, materials, supplies and equipment involved in the work. Said invoices shall be certified as complete and correct by the Transportation Center building manager. The City shall reimburse the Transportation Center Owner within sixty (60) days after receipt of the Statement, provided the Statement is not the subject of a good-faith dispute under Section 4.8(E) hereof. The Transportation Center Owner contemporaneously with its delivery of the Statement to the City will deliver a duplicate original Statement of all such costs and expenses, except those relating to the Pedway pursuant to Section 4.5 hereof, to the Authority. Both the Transportation Center Owner and the City acknowledge that the Chicago Transit Authority as a third-party beneficiary of this Instrument will be responsible for all costs and expenses of City hereunder, except costs and expenses related to the Pedway under Section 4.5 hereof.

(E) Disputes. Each statement given by the Transportation Center Owner to City and the Authority shall be conclusive and binding on the City and the Authority unless within sixty (60) days after receipt of the Statement either the City or the Authority shall notify the Transportation Center Owner that it disputes the accuracy of the Statement. The City or the Authority shall have the right to examine the Transportation Center Owner's books and records with respect to items in the Statement during normal business hours within sixty (60) days after delivery of the Statement. If within thirty (30) days after the City's or the Authority's notification of a dispute the Transportation Center Owner and the City or the Authority fail to agree in writing upon the actual costs and expenses then the Transportation Center Owner and the City or the Authority shall jointly select an independent certified accountant, licensed in the State of Illinois, who shall prepare a report addressing the objections raised by the City or the Authority. The fees and costs of the accountant shall be paid one-half by the City or the Authority and one-half by the Transportation Center Owner, and the determination of the accountant shall be conclusive and binding on the Transportation Center Owner, the City and the Authority.

4.9 Separate Real Estate Tax Assessment.

The Transportation Center Owner and the City have filed a Petition For Division with the Assessor of Cook County and the Transportation Center Parcel and the Transit Station Parcel have been identified as separate taxable parcels to be listed on the assessment roll. It is intended that each Owner shall separately pay all real property taxes and assessments or possessory interest taxes, if any, on each Owner's respective Parcel except to the extent

the Transit Station Parcel has been exempted from the payment of same. The Transportation Center Owner shall promptly pay, upon presentment by the City of the relevant tax bills, any tax imposed upon the City solely as a result of the easements granted to the Transportation Center Owner in this Instrument. The Transportation Center Owner shall promptly pay, before delinquency, all Impositions and other like charges assessed against the Transportation Center Parcel (including all improvements thereon) the nonpayment of which would give rise to a lien which would have priority over or impair the use of the easements granted under this Instrument. At the City's written request within thirty (30) days after the due date for the payment of any such Imposition the Transportation Center Owner shall provide the City with evidence of the payment of such Imposition. The Transportation Center Owner, at its sole cost and expense, may contest, in good faith, the validity, application or enforcement of any Imposition if (A) the contest shall not subject the Project (or any easement located therein) as to loss or forfeiture, and the Transportation Center Owner shall indemnify, defend and hold harmless the City from any and all liability for costs, claims, losses, fines or penalties (including reasonable attorney's fees) incurred by the City as a result of the Transportation Center Owner's contest and noncompliance, and (B) the Transportation Center Owner shall pay, under protest if necessary, all Impositions which under law must be paid pending the proceedings to contest the Imposition, and (C) upon final determination (including review or appellate proceedings) the Transportation Center Owner shall comply with any adverse decision, including the payment of any Imposition, interest, costs, fines and penalties.

5. Access And Notice.

5.1 Access.

The City hereby authorizes and the Transportation Center Owner agrees to undertake (i) the placing of locks on the C.T.A.'s rotogate located immediately south of the north Pedway rollgate and (ii) the locking and unlocking of the C.T.A.'s rotogate and the north Pedway rollgate. The Transportation Center Owner will also be responsible for the locking and unlocking of the door connecting the Ground Level Vestibule and the Transportation Center Lobby/and to the extent installed, the gate referred to in item 10 on (Sub)Exhibit "E". All such means of access to the Pedway described above are hereinafter referred to as the "Access Points". The Transportation Center Owner will keep all such Access Points open on weekdays during the normal operating hours of the Transportation Center, which currently are between the hours of 6:30 A.M. and 6:00 P.M. At all other times, the Transportation Center Owner will ensure that such Access Points remain locked. The Transportation Center Owner shall work with the entity managing the State of Illinois Center building to coordinate the closing and locking of all gates and doors giving access to the Pedway at the same time to avoid locking any person in the Pedway. The City, Authority and Transportation Center Owner shall agree to the hours of and manner of locking and controlling access through the door connecting the Ground Level Vestibule and Lake Street.

5.2 Reasonable Notice: Emergency Access.

Whenever this Instrument provides that reasonable notice is to be given with respect to entry or the commencement of work, such notice under ordinary circumstances shall be in writing given not less than two (2) business days prior to the entry or commencement of work. Provided, however, that in the event that an emergency arises such that the giving of such notice may result in damage or destruction of property or injury to or death of any person, reasonable notice shall be such notice as is reasonable under the circumstances. In case of any emergency requiring entry or commencement of work prior to notice, notice by telephone shall be given as soon after entry or the commencement of work as is reasonably practicable under the circumstances.

6. Restrictions.

6.1 Vending.

The City may permit the installation of coin-operated and transit related vending machines such as for tokens or tickets, and other vending machines customarily located in transit stations, but neither the City nor the Authority shall permit the installation of concession stands in the Transit Station or other vending machine or machines except as permitted herein. In any event, an Owner's leasing of concession space may not unreasonably interfere with pedestrian traffic and use of any easement granted or reserved to the other Owner under this Instrument.

6.2 No Overloading.

Each Owner covenants and agrees that it will not permit those portions of the Building constructed on its Parcel to be used or occupied so as to exceed the load bearing capacity of any Structural Supports or any other portion of the Property (or easement area existing under the Caisson Ordinance) on which such portion is dependent for support.

6.3 Alterations.

Each Owner shall have the right to alter the portion of the Building within its Parcel, and the City shall have the right to alter the Pedway, provided all such alterations do not materially interfere with the rights granted or reserved by the Documents.

6.4 Rules And Regulations; Security Measures.

Neither Owner shall permit loitering or persons or activities constituting security risks in either the Access Area or the Pedway, except where such persons or activities are authorized by Law. The Transportation Center Owner, in its sole discretion may prescribe rules and regulations and take security measures in all other portions of its Parcel to protect persons and property, provided that such rules, regulations and measures do not unreasonably impair an Owner's operations or the easement rights granted to an Owner. The City, in its sole discretion, may prescribe rules and regulations and take security measures within the Pedway and in the Transit Station to the extent permitted by Law, provided that such rules, regulations and measures do not unreasonably impair an Owner's operations or the easement rights granted to an Owner.

6.5 Safety Matters And Precautions.

Each Owner shall take all safety measures and precautions reasonably necessary to prevent injury or damage to person or property due to the performance or non-performance of duties and obligations under this Instrument.

7. Remedies.

7.1 Failure Of Performance.

If an Owner is not in compliance with any of its duties or obligations under this Instrument, the other Owner may at any time give a written notice to the Owner in non-compliance setting forth the specific facts giving rise to such non-compliance. If the non-compliance is not corrected within thirty (30) days of the receipt of the notice, or if the non-compliance is such that it cannot reasonably be corrected in thirty (30) days and the Owner in non-compliance is not diligently pursuing correction of the non-compliance, then the Owner giving notice may but shall not be obligated to correct the non-compliance, provided, however, that reasonable notice, including telephonic notification, shall be required in an emergency situation. The non-complying Owner shall reimburse the Owner giving notice for all reasonable costs incurred in performing the duties or obligations consistent with the manner set forth in Sections 4.8(D) and (E) hereof (the rights and obligations of the Transportation Center Owner and the City shall be reciprocal).

7.2 Other Remedies.

In addition to the procedures set forth in Section 7.1, each Owner shall have the right to pursue all other remedies available at law or in equity, including the right to specific

performance. However, in no event shall either Owner be entitled to terminate, cancel or rescind any provision of this Instrument, except pursuant to Section 13.5.

8. Condemnation.

(A) In the event of a Condemnation of one or more of the Parcels, the Owner shall each be compensated for their respective interests as provided by Law.

(B) In the event of a Condemnation of a Parcel which affects any easement or right granted under the Documents benefitting the other Owner, the Owner of the Parcel subjected to Condemnation shall attempt to protect, restore or substantially replace the easement or rights of the other Owner affected by the Condemnation, at the cost and expense of the Owner of the condemned Parcel. If the Owner of the condemned Parcel is able to do so to the reasonable satisfaction of the Owner benefitted by the affected easement or rights, then the benefitted Owner shall provide the Parcel Owner with written consent to such protection, restoration or replacement. Upon actual completion of such protection, restoration or replacement, the Owner of the condemned Parcel shall be entitled to the entire award or compensation for the Condemnation. If the Owner of the condemned Parcel is unable to protect, restore or replace to the reasonable satisfaction of the benefitted Owner, the Owners shall each be compensated for their respective interests in such Parcel as provided by Law.

9. Indemnification, Insurance, Liens.

9.1 Indemnity.

Each Owner shall indemnify, defend, keep, save and hold harmless the other Owner and the other Owner's Indemnitees against all claims, judgments, settlements, losses, damages, demands, actions, suits, costs, liabilities and expenses including reasonable attorney fees, arising from or as a result of the loss of life or injury of any person or the damage or destruction of property arising out of or in connection with the performance or non-performance of any duty or obligation under this Instrument, except solely to the extent that such is the result of or based on any negligent, reckless, willful or wanton, or intentional tortious conduct, error or omission of the other Owner, or its agents, officers or employees. For purposes of this Section 9.1, "Indemnitees" shall mean (a) in the case of the City: its agents, officers and employees; and the Authority and its agents, officers and employees; (b) in the case of the Transportation Center Owner: the Trust, its agents, officers, and employees; the Beneficial Owner, its partners, agents, officers and employees; and the Building Manager; and (c) the respective agents, officers, employees, partners, shareholders and directors from time to time of all of the above entities.

9.2 Insurance.

(A) Transportation Center Owner. The Transportation Center Owner shall procure and maintain at all times, at Transportation Center Owner's own expense, the types of insurance specified below, with insurance companies authorized to do such business in the State of Illinois and reasonably acceptable to the City covering all operations under this Instrument, whether performed by the Transportation Center Owner or by contractors.

The kinds and amounts of insurance required are as follows:

(1) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the Transportation Center Owner. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(2) Commercial Liability Insurance. Commercial Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors, and contractual liability coverages are to be included. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(3) Railroad Protective Liability Insurance. In addition to the above, when any work is to be done adjacent to or on transit property, such that the work is not covered by the above Commercial Liability Insurance, the Transportation Center Owner shall provide, with respect to the operations that the Transportation Center Owner or contractors perform, Railroad Protective Liability Insurance (AAR-AASHTO or RIMA form) in the name of transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$5,000,000 annual aggregate may apply. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(4) Automobile Liability Insurance. When any motor vehicles are used in connection with the obligations to be performed by Transportation Center Owner, the Transportation Center Owner shall maintain Automobile Liability Insurance with

limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured. The City is to be named as an additional insured with respect to or by reason of covered events occurring upon or within the Access Area and the Transportation Center Lobby or by reason or as a result of the Transportation Center Owner's performance or failure to perform its obligations under this Instrument.

(5) Professional Liability. When any architects, engineers, or consulting firms perform work in connection with this Instrument, the Transportation Center Owner shall use reasonable efforts to be named as an additional insured on such architect, engineer, or consulting firms' Professional Liability insurance policy with limits of \$500,000. In the event the Transportation Center Owner is covered by such Professional Liability insurance, the Transportation Center Owner shall cause the City to be named as an additional insured.

(6) Valuable Papers Insurance. When any plans, designs, drawings, specifications and documents are produced or used under this contract, the Transportation Center Owner shall obtain valuable papers insurance in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

The Transportation Center Owner will furnish the City copies of Certificates of Insurance evidencing coverages as stated below. The Certificates of Insurance shall contain a contract description, policy numbers, expiration dates, limits of liability, and shall be signed by an authorized agent of the insuring company or its agent.

The insurance shall provide for thirty (30) days' prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

With respect to renewals and to the extent possible, Transportation Center Owner shall provide the City with details of renewal coverage.

The City shall have no responsibilities whatsoever to Transportation Center Owner with respect to any insurance coverage, its procurement or the absence thereof, other than those expressly set forth herein.

Transportation Center Owner expressly understands and agrees that any insurance protection furnished by Transportation Center Owner hereunder shall in no way limit its responsibility to indemnify and save harmless the City under Section 9.1 above.

The Owners agree to modify, delete, alter or change these requirements as is necessary in order to maintain insurance that is commercially reasonable.

(B) City. The City hereby acknowledges that it is duly self insured in compliance with all laws, and will take all reasonable actions to remain so at all times. The City also acknowledges that its duties and obligations under this Instrument constitute unlimited general obligations supported by the full faith and credit of the City.

9.3 Liens.

Neither Owner shall permit or suffer any lien to be put upon, arise, or accrue against the Transportation Center Parcel or the Transit Station Parcel in favor of any person furnishing either labor or materials in any work performed on the other Property. In the event any mechanic's, materialman's or other statutory lien is filed against an Owner's Parcel or against the funds of any Owner, and the other Owner has or is alleged to have requested the labor or materials giving rise to such lien, the Owner requesting or purportedly requesting labor or materials shall cause such lien to be paid and discharged as of record within ninety (90) days after the filing of the lien, but in no event later than ten (10) days after the notice of commencement of foreclosure proceedings of such lien. Each Owner shall have the right to contest the validity, amount or applicability of any such lien by appropriate legal proceedings. If the Owner is prosecuting the contest in good faith and in a timely manner, and if the contesting Owner agrees to furnish a bond or indemnify the other Owner in a manner acceptable to the other Owner, then the requirement to cause the lien to be paid and discharged shall be suspended until the completion of the contest proceedings. For purposes of this section, an acceptable bond or indemnity shall include, in the case of a lien on a Parcel, inducements which cause the other Owner's title insurer to provide title coverage over such lien, together with an agreement by the requesting Owner to indemnify the other Owner for all expense incurred as a result of such lien or contest. Within twenty (20) days of the completion of such contest, the Owner shall cause the lien, if any, to be paid or discharged of record, in accordance with the final judgement or decree of the contest, or any settlement in lieu of such judgment or decree.

10. Estoppel Certificates.

Each Owner shall, from time to time, within ten (10) days after written request from the other Owner execute, acknowledge and deliver to the requesting party, a certificate stating:

- (A) That the terms and provisions of this Instrument are unmodified and are in full force and effect or, if modified, identifying such modifications;
- (B) Whether it has knowledge of any existing disputes or uncured default under this instrument, and, if so, specifying the nature and extent of such dispute or default;
- (C) Whether any sums are due from or unpaid to the requesting party or are subject of offset, and if so, the amount and reason therefore;
- (D) The total amount of all liens being asserted under this Instrument by the Certifying party against the requesting party; and
- (E) Such other matters relating to this Instrument as are reasonably requested.

11. Force Majeure.

An Owner shall not be deemed in violation of or in non-compliance with this Instrument due to delay in performance or non-performance of its duties and obligations under this Instrument caused by or due to strike, war or act of war, insurrection, riot, act of public enemy, accident, fire, flood, or other act of God or by other events to the extent such events are caused by circumstances beyond the control of such Owner ("Unavoidable Delay"). As to those obligations that the City will have passed on to the Authority, the Unavoidable Delay of the Authority shall constitute that of the City. In the event that Unavoidable Delay affects only part of an Owner's ability to perform, such Owner shall perform its obligations to the extent practicable. The excuse of Unavoidable Delay under this Instrument shall be available to an Owner only where and to the extent that such Owner shall promptly, upon the discovery of the Unavoidable Delay, notify the other Owner in writing of the nature, extent and expected duration of the Unavoidable Delay, its effect on performance under this Instrument, and any substantial change in the foregoing of which such Owner has previously given Notice.

12. Notices And Approvals.

12.1 Notices To Parties.

Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as "Notice") that an Owner is permitted or required to give or make or communicate to the Owner shall be in writing and shall be given or made or communicated by personal delivery or by United States certified mail, return receipt requested, postage prepaid, addressed as follows:

If To The Transportation Center Owner:

American National Bank and Trust Company of Chicago, as Trustee under
Trust Number 52947 dated June 18, 1981:

33 North LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Department

And

North Loop Transportation Limited Partnership
227 West Monroe Street
Suite 3400
Chicago, Illinois 60606
Attention to: Richard S. Rosenstein

With a copy to:

Stein & Company Management, Incorporated
227 West Monroe Street
Suite 3400
Chicago, Illinois 60606
Attention to: Michael Adler

If to the City:

City of Chicago
Department of Public Works
320 North Clark Street
Room 411
Chicago, Illinois 60606
Attention to: Bureau of Transportation Planning and
Programming

With a copy to:

Chicago Transit Authority
Merchandise Mart Plaza
Chicago, Illinois 60654

Any Owner may designate a different address from time to time, provided however it has given at least ten (10) days written notice in advance of such change of address.

12.2 Reasonableness.

Unless otherwise stated, where approval or consent of an Owner is required under this Instrument, the approval shall not be unreasonably withheld or denied.

13. Miscellaneous.

13.1 Severability.

If any provision of this Instrument shall, to any extent, be invalid or unenforceable, the remainder of this Instrument (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Instrument shall be valid and enforceable to the fullest extent permitted by law.

13.2 Governing Law.

This Instrument shall be construed and governed in accordance with the Laws of Illinois.

13.3 No Partnership, Joint Venture or Principal-Agent Relationship.

Neither anything in this Instrument nor any act of any Owner shall be deemed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Owners, and no provisions of this Instrument are intended, except with respect to the Authority, to create or constitute a third party benefit.

13.4 Mutuality; Reciprocity; Runs With Land; Successors And Assigns.

This declaration and grant of easements is made for the direct, mutual and reciprocal benefit of every part of the Property, and shall create mutual equitable servitudes upon every part of the Property for the benefit of every part of the Property. All rights, title and privileges, including all benefits and burdens, provided in this Instrument shall run with land and shall be binding upon, inure to the benefit of and be enforceable by the Owners, and their respective grantees, successors and assigns.

13.5 Amendment.

This Instrument may be amended, changed, modified or cancelled only by a written instrument signed by both the Owners or their respective successors and assigns recorded with the Recorder of Deeds of Cook County, Illinois.

13.6 Counterparts.

This Instrument may be signed in several counterparts, each of which shall be deemed an original. Any counterpart to which is attached the signatures of all parties shall constitute an original of this Instrument.

13.7 Priority Of Liens.

(A) The Transportation Center Owner shall take all actions necessary to ensure that this Instrument and the rights, privileges and easements granted under it shall, in all events, be superior and senior to any lien presently existing on the Property, including that of a Mortgage as defined below. The Transportation Center Owner shall take all actions necessary to have the Consent of Mortgage attached as Attachment A duly executed and recorded making the Mortgage defined therein subordinate to this Instrument. This Instrument and the rights, privileges and easements granted under it shall in all events be superior and senior to any lien, including that of a Mortgage, hereafter placed on the Property to the extent permitted by Law.

(B) Nothing herein contained shall restrict an Owner's rights from time to time to mortgage all or any part of its Parcel together with the easements appurtenant thereto granted under this Instrument. The term "Mortgage" as used herein shall mean any mortgage or any mortgage by way of trust deed in either case given primarily to secure the repayment of money owed by the mortgagor, and the term "Mortgagee" shall mean the mortgagee under any such Mortgage or the beneficiary under any such trust deed or anyone acquiring title by or through such Mortgagee or beneficiary (including nominees or purchasers at foreclosure sales). The Owners agree to accept performance by any such Mortgagee of any covenant, condition or agreement on their respective part to be performed hereunder with the same force and effect as though performed by the party obligated for such performance.

13.8 Conformity To Law.

(A) Both Owners shall comply with all applicable Laws.

(B) In the event either Owner receives a notice from any governmental agency or authority to the effect that the Owner so notified is in violation of any Law with respect to any part of the Property, the Owner receiving such notice shall promptly transmit a copy thereof to the other Owner.

(C) Each Owner, at its sole expense, shall promptly comply or cause compliance with all Laws for which it has responsibility under the Documents. Either Owner shall have the right, after prior notice to the other, to contest by appropriate legal or administrative proceedings diligently conducted in good faith, in the name of itself or the other Owner, the validity or application of any Laws and may delay or avoid compliance therewith until a

final decision has been rendered in such proceedings and appeal therefrom is no longer possible, provided that such delay shall not render the Property or any part thereof liable to forfeiture, involuntary sale or loss, result in involuntarily closing the business conducted thereon, impair operation or hinder use of the Property by the Owners or their Permittees, or subject the other Owner to any civil, criminal or quasi-criminal liability. The other Owner shall cooperate to the fullest extent necessary with the contesting Owner in any such proceeding but shall not be required to expend any funds in so doing.

13.9. No Joinder, Consent Or Approval Required.

Any amendment, modification, consent, notice, election, release, grant, revocation or confirmation required or permitted hereunder shall be sufficient if executed by the Owners (or by an Owner if execution by both Owners is not required), and shall not require as a condition of its effectiveness or validity the consent, joinder, approval or acknowledgement of any Permittee, licensee, occupant or other person purporting to have an interest in the Project Site.

13.10 Tenant Leases.

Both the Transportation Center Owner and the City hereby agree to place a provision in every lease of a Parcel or a portion of a Parcel executed after the recording of this Instrument, under which provision the Lessee acknowledges that its rights under such lease are subject and subordinate to this Instrument and any revision to it duly executed by the Owners.

13.11 Enforcement Of Caisson Ordinance.

The Transportation Center Owner and the City each agree to cooperate with the other in the preservation or enforcement of the other Owner's rights under the Caisson Ordinance. To that end, if the enforcement of the Caisson Ordinance by one Owner requires the second Owner to be named as an indispensable party, the second Owner agrees to join in any such enforcement of the Caisson Ordinance for the benefit of the first Owner.

13.12 Integration Of Documents.

Except as otherwise provided in Section 3.4 of this Instrument, to the extent this Instrument or the Basic Agreement is inconsistent with the terms and provisions of the Deed, the Deed shall prevail; the terms and provisions of the Basic Agreement shall prevail over the terms and provisions of this Instrument.

13.13 Third Party Rights In Authority; Operating And Maintenance Agreement.

The Owners acknowledge and agree that the obligations of the Transportation Center Owner under this Instrument are expressly intended to benefit the Authority in its operation of the Transit Station. Accordingly, the Authority, only as a third party beneficiary, may enforce the provisions of this Instrument against the Transportation Center Owner to the fullest extent permitted by Law. The City and the Authority have agreed to enter into an Operating and Maintenance Agreement in which the City will assign to the Authority responsibility for certain obligations set forth in this Instrument relating to the Transit Station and the Access Area. The City agrees to include language to assure that the Trust and Beneficial Owner will be deemed express and intended third party beneficiaries of all such responsibilities undertaken by the Authority. The Trust or Beneficial Owner may at its election then proceed against the City, the Authority or both subject to any applicable grace or cure provisions set forth in this Instrument.

14. Limitations On Liability.

14.1 Trust Number 52947.

This Instrument is executed by the American National Bank and Trust Company of Chicago, not personally, but as Trustee under the Trust Agreement dated June 18, 1981 and known as Trust No. 52947, as aforesaid. All the covenants and conditions to be performed by it hereunder are undertaken solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against it by reason of any of the covenants or agreements contained herein. The Owner of any indebtedness of, or right accruing against such Trustee shall look solely to the property which is the subject matter of such Trust for the payment or enforcement thereof.

14.2 Beneficial Owner.

This Instrument is executed by the Beneficial Owner solely for the purpose of agreeing to be responsible for undertaking and performing all duties and obligations of the Transportation Center Owner that the Trust cannot or will not undertake or perform either under the terms of the Trust, due to the limitations under this Instrument, or as otherwise provided by Law. The Trust, the City and the Beneficial Owner each acknowledge that no personal monetary liability shall be asserted or enforceable against the Beneficial Owner, its successors and assigns beyond the interest of the Beneficial Owner in the Trust, the Property and the Project. The City, its successors and assigns shall look solely to such interest for the performance, enforcement or satisfaction of any such monetary liability.

In Witness Whereof, The parties hereto have executed this Instrument the day and year first above written.

American National Bank And Trust
Company Of Chicago,
not individually but as Trustee
under Trust No. 52947

By: _____
Its (title)

Attest:

Assistant Secretary

North Loop Transportation Center
Limited Partnership (In accordance
with Section 7.3(B))

By: Richard A. Stein Development
Company, Incorporated a General
Partner

By: _____
Richard A. Hanson, President

City of Chicago

By: _____
Richard M. Daley,
Mayor

Approved:

David R. Mosena,
Commissioner,
Department of Planning

Attest:

Walter S. Kozubowski,
City Clerk

Approved:

David S. Williams,
Commissioner,
Department of Public Works

Approved as to form and legality:

Assistant Corporation Counsel

*Acknowledgement Of Signatures For
Transportation Center Owner.*

State of Illinois)
) SS.
County of Cook)

I, _____, a Notary Public, in and for such County in the State aforesaid, do hereby certify, that _____, Vice President of the American National Bank and Trust Company of Chicago, and _____, Assistant

Secretary of such Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing Instrument as such _____ Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the aforesaid Instrument as their own free and voluntary act and as the free and voluntary act of such Company, as Trustee under Trust No. 52947 as aforesaid, for the uses and purposes therein set forth; and the such Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of such Company, did affix the corporate seal of such Company to such instrument as his own free and voluntary act and as the free and voluntary act of such Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 199____.

My Commission Expires:

[(Sub)Exhibits C, D, J, K, L, M, N, O and P attached to this Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions printed on pages 15021 through 15030 of this Journal.]

Attachment "A" and (Sub)Exhibits A, B, E, F, G-1, G-2 and H attached to this Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions read as follows:

Attachment "A"

To

Joint Declaration.

Consent Of Mortgagee.

successor in interest to F.C.A. American Mortgage Company, a California corporation, holder of a mortgage on the Transportation Center Property dated as of December 6, 1984, and recorded as Document No. 27377737 in the Office of the Recorder of Deeds in Cook County, Illinois, hereby consents to the provisions of and the recording of the attached Joint Declaration Establishing Easements, Reservations, Rights, Covenants and Restrictions ("Joint Declaration") and agrees that said mortgage is subject to the provisions set forth in said Joint Declaration granting certain easements, as more fully described therein, to the City of Chicago and its successors and assigns.

In Witness Hereof, _____ has caused this Instrument to be signed by its duly authorized officers on its behalf on this _____ day of January, 1990.

a California corporation

By: _____
Its: Vice President

Attest:

Assistant Secretary

State of California)
) SS.
County of _____)

The foregoing Consent of Mortgagee was acknowledged before me this ____ day of
January, 1990, on its behalf by _____,
Vice President of _____.

(Notary Public)

My Commission Expires

on: _____

(Sub)Exhibit "A"

To

Joint Declaration.

Legal Description Of Transportation Center Parcel.

Lot 27 in Loop Transportation Center Subdivision, a resubdivision of part of Block 18 in the
Original Town of Chicago, in the southeast quarter of Section 9, Township 39 North, Range
14 East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "B"

To

Joint Declaration.

Legal Description Of Transit Station Parcel.

Lots 16 to 26, both inclusive, in Loop Transportation Center Subdivision, a resubdivision of part of Block 18 in the Original Town of Chicago, in the southeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "E"

To

Joint Declaration.

"Common Facilities".

1. Condenser water line running to agent booth.
2. Fire system sprinkler lines (wet) on ground floor and mezzanine level.
3. Fire system sprinkler lines on below ground level servicing dry fire sprinkler system.

4. Those portions of the exterior curtain wall (including all glass, metal work, ornamental work and sign band areas) of the Loop Transportation Center located immediately adjacent to and forming the exterior wall of both the Transit Station and the Ground Level Vestibule.
5. Those interior walls (including all glass, metal work, ornamental work and sign band areas) immediately adjacent to the Transit Station and the Ground Level Vestibule and separating the Transit Station and the Ground Level Vestibule from the Transportation Center Lobby.
6. Access doors (and door frames and related hardware) to Lake Street from the Ground Level Vestibule.
7. Access doors (and door frames and related hardware) to the Transportation Center Lobby from the Ground Level Vestibule.
8. All flooring material within the Access Area.
9. All additional interior walls other than those described in items 4 and 5 above enclosing the Access Area and wall cladding materials placed on such walls.
10. Floor to ceiling framing or partitioning and gate installed within the Access Area to limit access to the Transportation Center Escalator during non-operating hours in the event such access must be controlled during hours that Lake Street Access doors must remain open to provide access to Transit Station.
11. Electrical heating systems (including covers, elements and related conduit, wiring and related equipment) adjacent to curtain wall within the Access Area.
12. Ceiling grid, ceiling tile and ceiling lighting within the Access Area.

(Sub)Exhibit "F"

To

Joint Declaration.

Shared Access Area Operational Costs.

1. Floor mats.
2. Electricity (lighting and heating).
3. Light bulbs.
4. Janitorial services.
5. Interior window washing.
6. Cleaning or painting and other maintenance of wall surfaces in excess of normal janitorial services.
7. Portion of costs of security guard patrol to which Owners mutually agree.
8. Cost of equipment, installation and operation and maintenance and repair of any security systems (such as video cameras, etc.) installed by the mutual agreement of the Transportation Center Owner and the City.

(Sub)Exhibit "G-1"

To

Joint Declaration.

Exclusive Transportation Center Facilities.

1. Exhaust ducts from Suite G-5.
2. One one-half inch electric line running from fan box over Transportation Center Lobby door through the Transit Station into the Transportation Center Lobby ceiling.
3. Drain line from Suite M5A.

(Sub)Exhibit "G-2"

To

Joint Declaration.

Exclusive Transit Station Facilities.

1. Electrical conduits from lower level 2 electric vault to Transit Station (and electric meter or meters, if any, to the extent installed in connection with such electric service at any area within the Transportation Center Building).
2. Domestic water line serving Transit Station sink and washroom originating in ceiling of tenant spaces G-7 and G-8 (combined) and running to Transit Station.

(Sub)Exhibit "H"

To

Joint Declaration.

Signage Criteria.

1. All signs shall be submitted in quadruplicate with shop drawing layouts to insure compliance with the signage standards set forth herein.

2. All signs are also subject to the approval of the Commissioner of the City of Chicago, Department of Planning, in accordance with the Planned Development governing the Project.
3. On the exterior continuous self-illuminated sign band, all copy shall be white lighted letters having a blue opaque background only. No other colors shall be used.
4. The use of corporate logos, logotypes, shields, crests, logos or insignia identifying major tenants will be permitted on exterior signs; however, subject to the prior, reasonable approval of the Transportation Center Owner and provided such corporate logos, logotypes, shields, crests, logos or insignia shall not exceed the height requirements for sign letters.
5. All exterior signs and identifying marks shall be within the limitations of the sign facia panel, sign panel and applied signs.
6. All signs shall be limited to business identification only.
7. The following types of signs or sign components are prohibited:
 1. Moving or rotating, action, exposed neon or audible signs.
 2. Signs employing moving, flashing and/or colored lights.
 3. Signs employing exposed raceways, ballast boxes, transformers or other electrical connections.
 4. Commercial signs exhibiting retail items.
 5. Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.
 6. Signs employing painted or non-illuminated letters not described herein.
 7. Signs of box or cabinet type, employing transparent, translucent or luminous plastic background panels.
 8. Signs employing luminous vacuum-formed type plastic letters.
 9. Cloth, wood, paper, cardboard signs, stickers, decals or painted signs on exterior surfaces.
 10. Signs employing noise-making devices and components.
 11. Signs, letters, symbols, or identification of any nature painted directly on the exterior or interior surfaces, except as stated herein.

12. Free-standing signs.
13. Signs employing unedged or uncapped plastic letters or letters with no returns that may have exposed fastenings.
14. Rooftop signs.
15. Signs at the rear of the Building, parking areas, parking ramps, general public spaces or receiving/loading areas.

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

**MAYOR'S OFFICE OF SPECIAL EVENTS AUTHORIZED TO
EXECUTE NECESSARY AGREEMENTS FOR PRODUCTION
OF VARIOUS FESTIVALS TO BE CONDUCTED
IN AND AROUND GRANT PARK.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Alderman John S. Madrzyk, 13th Ward, to grant permission to the City, through the Mayor's Office of Special Events, to conduct festivals in 1990 and enter into certain agreements for these festivals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

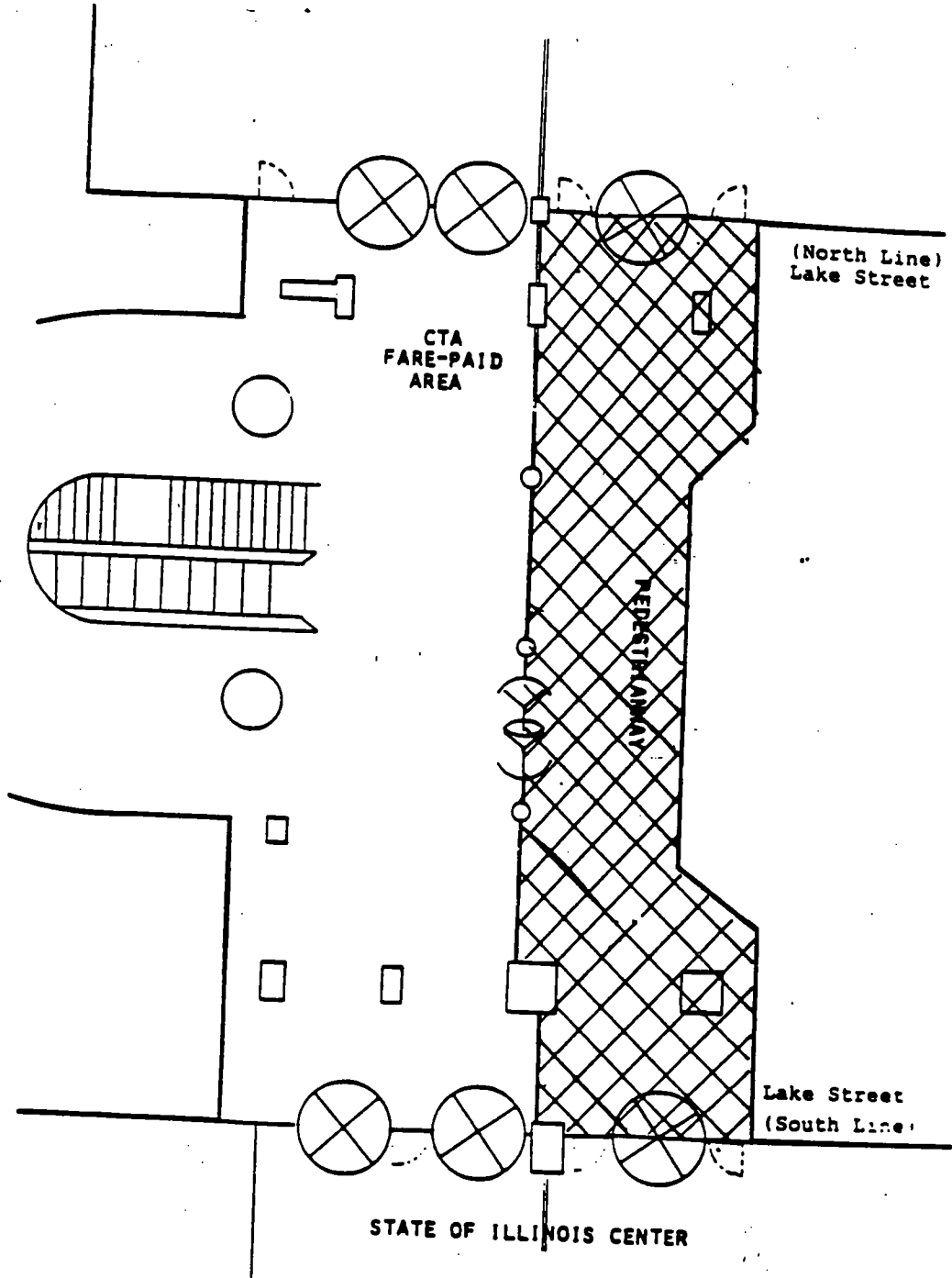
(Signed) JOHN S. MADRZYK,
Chairman.

(Continued on page 15031)

(Sub)Exhibit "C".
to
Joint Declaration.

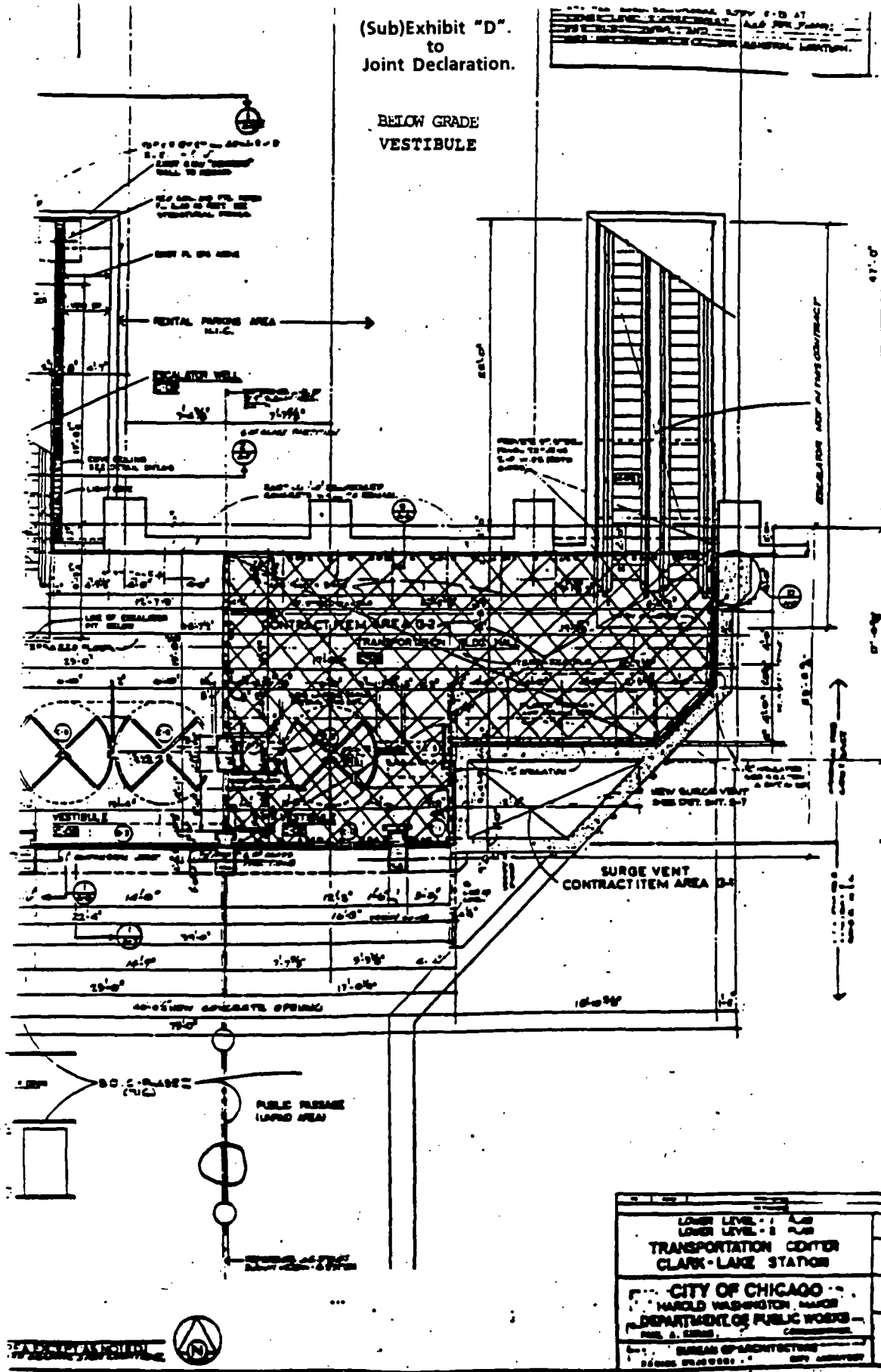
TRANSPORTATION CENTER

PEDWAY



(Sub)Exhibit "D".
to
Joint Declaration.

BELOW GRADE
VESTIBULE

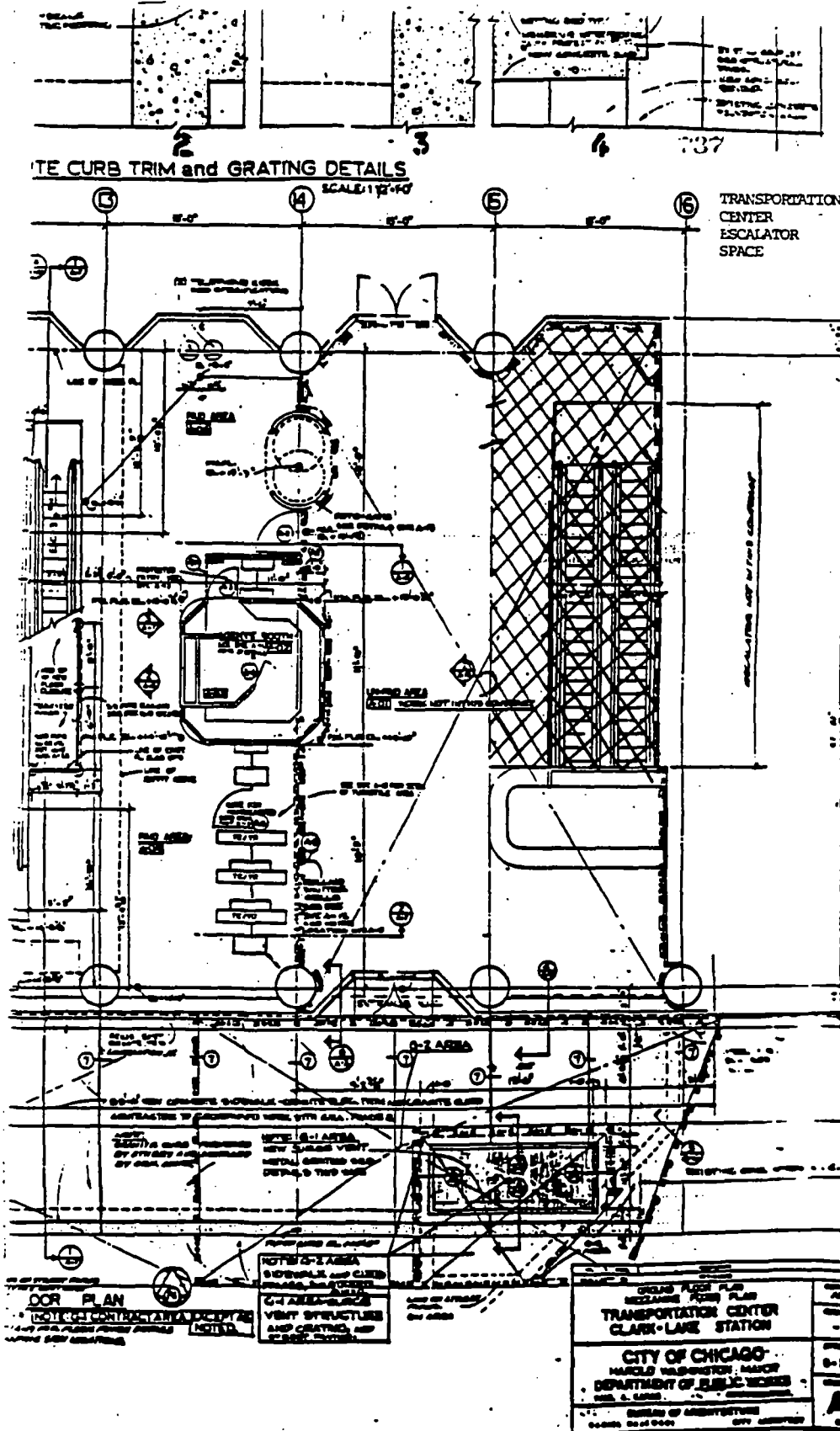


LOWER LEVEL - 1
 LOWER LEVEL - 2
**TRANSPORTATION CENTER
 CLARK-LAKE STATION**
 CITY OF CHICAGO
 HAROLD WASHINGTON BARRON
 DEPARTMENT OF PUBLIC WORKS
 (Rev. 8, 1988)
 BUREAU OF ARCHITECTURE
 300 NORTH LAKE STREET, CHICAGO, ILL. 60601

ARCHITECTURAL
FLOOR PLAN



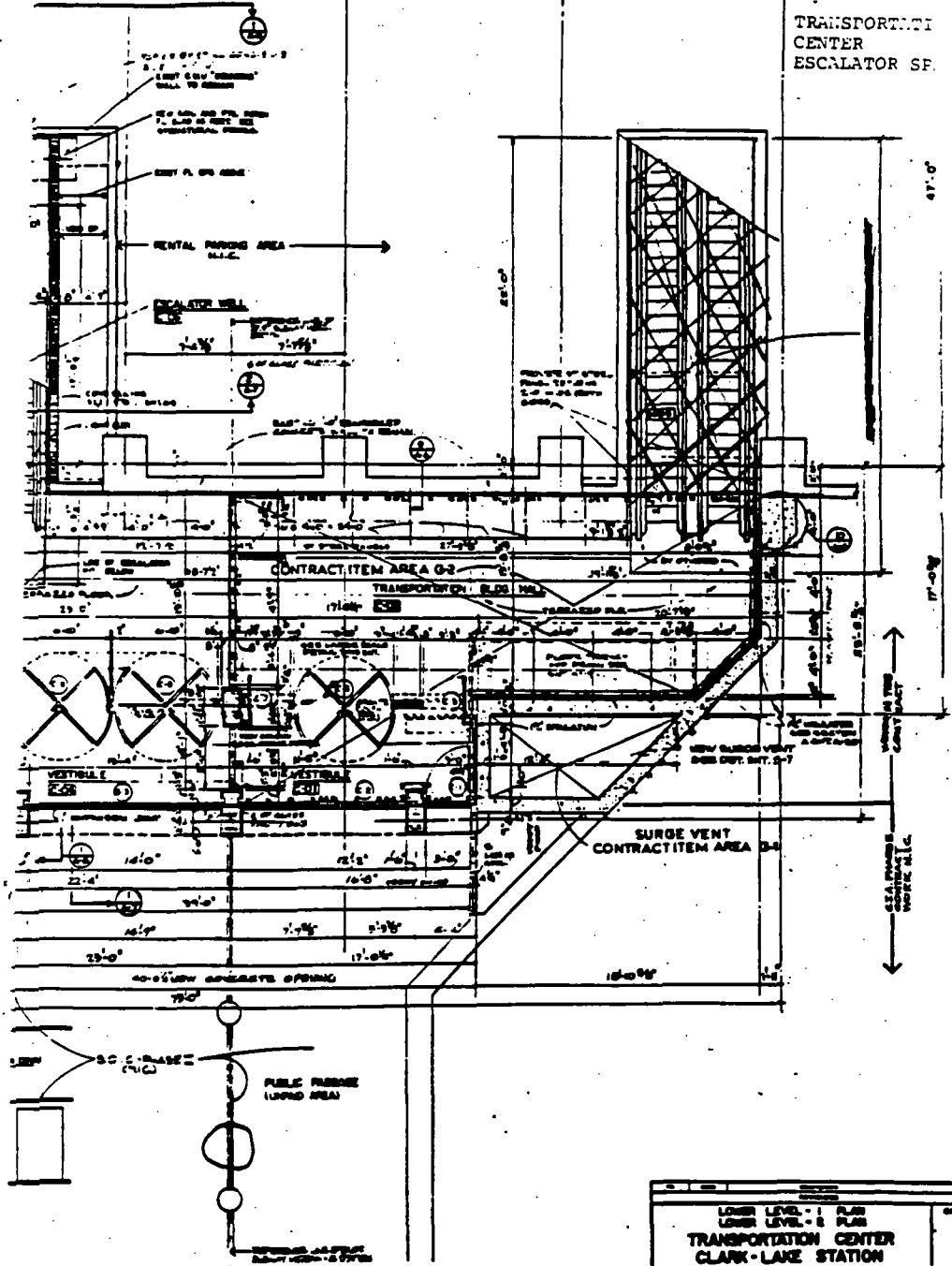
(Sub)Exhibit "J".
to
Joint Declaration.
(Page 1 of 2)



(Sub)Exhibit "J".
to
Joint Declaration.
(Page 2 of 2)

SECTION ELECTRIC - WORK AT LOWER LEVEL 1
AND THE ELEC. ENCLOSURE WORK AT
LOWER LEVEL - 2 CONTRACT AREA 02
TO BE CONSIDERED AS PART OF THE
ELEC. ENCLOSURE WORK AT LOWER LEVEL 1.

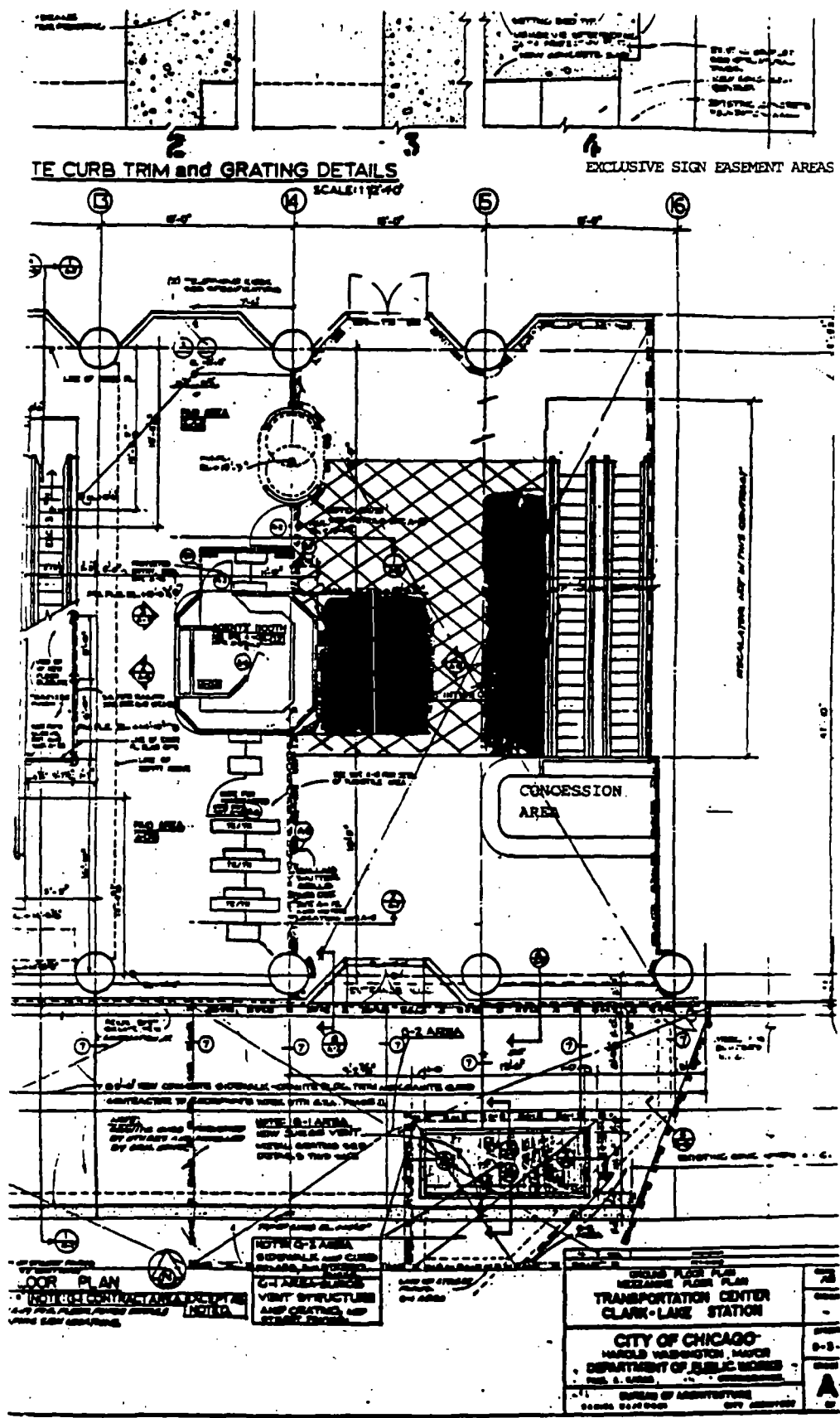
TRANSPORTATION
CENTER
ESCALATOR SP.



NEED AS SHOWN
ARCHITECTURAL SCALE 1/8" = 1'-0"

LOWER LEVEL - 1 PLAN	
LOWER LEVEL - 2 PLAN	
TRANSPORTATION CENTER	
CLARK-LAKE STATION	
CITY OF CHICAGO	
HAROLD WASHINGTON, MAJOR	
DEPARTMENT OF PUBLIC WORKS	
RUE A. LORRA	
BUREAU OF ARCHITECTURE	
DATE: 04/25/90	BY: [Signature]

(Sub)Exhibit "K".
to
Joint Declaration.

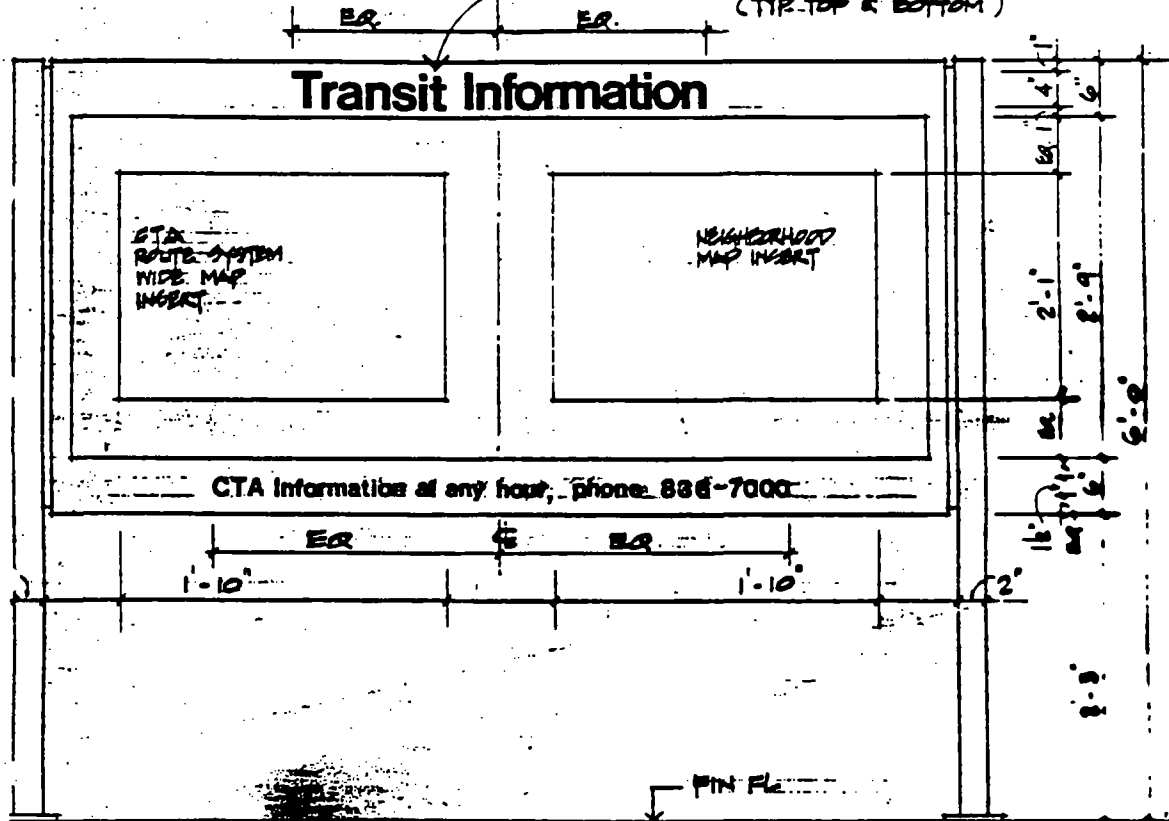


Illuminated Floor Mounted Sign

(Sub)Exhibit "L".
to
Joint Declaration.

6: SIGN MESSAGE
& BOARD

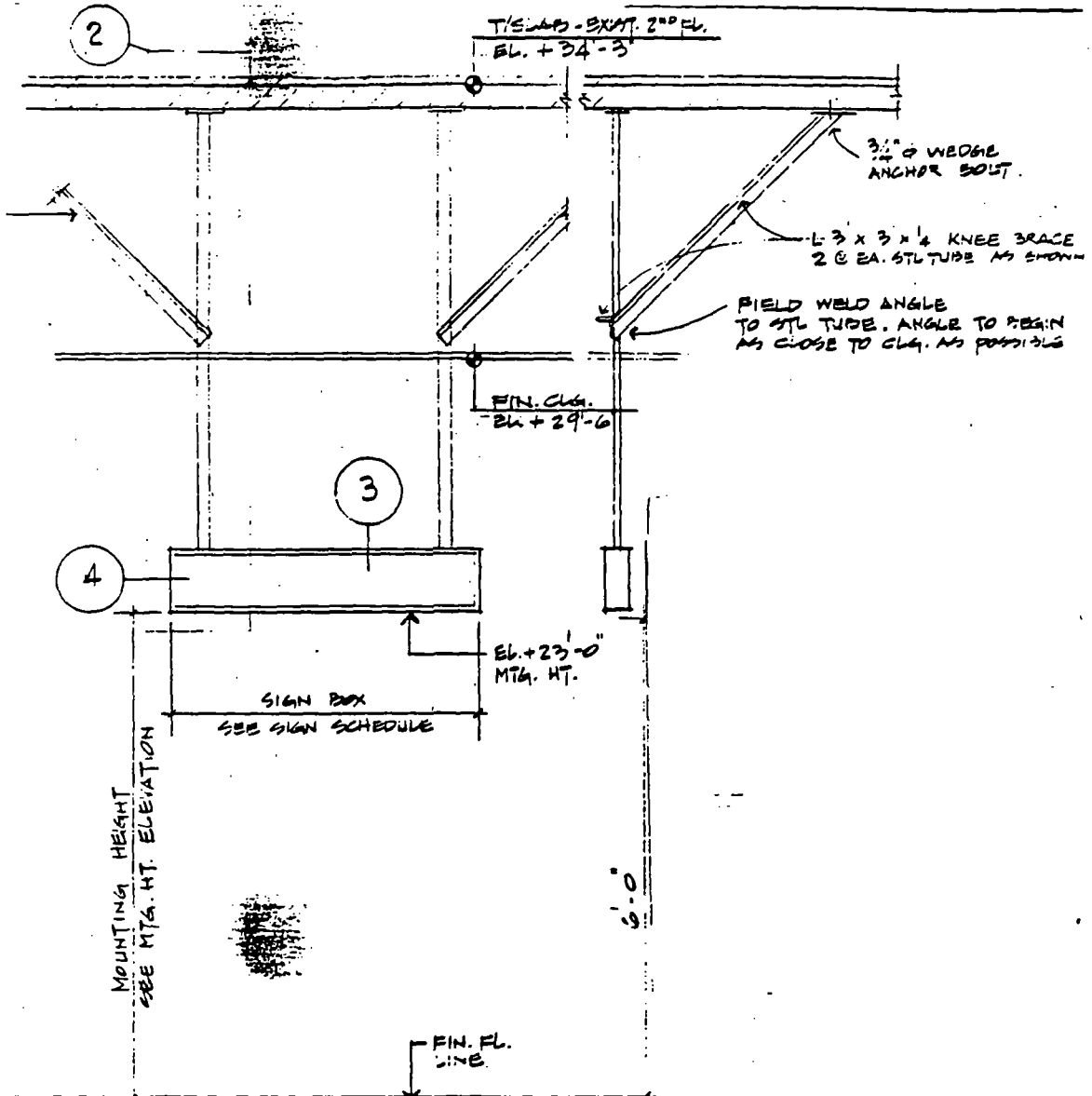
LETTERS CUT OUT OF ALUM. CLOSURE SEE DET II A-25
(TYP. TOP & BOTTOM)



SIGN TYPE 1

(Sub)Exhibit "M".
to
Joint Declaration.

Location of Ceiling Mounted Sign



SIGN TYPE 2B ILLUMINATED
PENDANT MOUNTED

SCALE: 3/8" = 1'-0"

Description of Ceiling Mounted Sign

(Sub)Exhibit "N".
to
Joint Declaration.

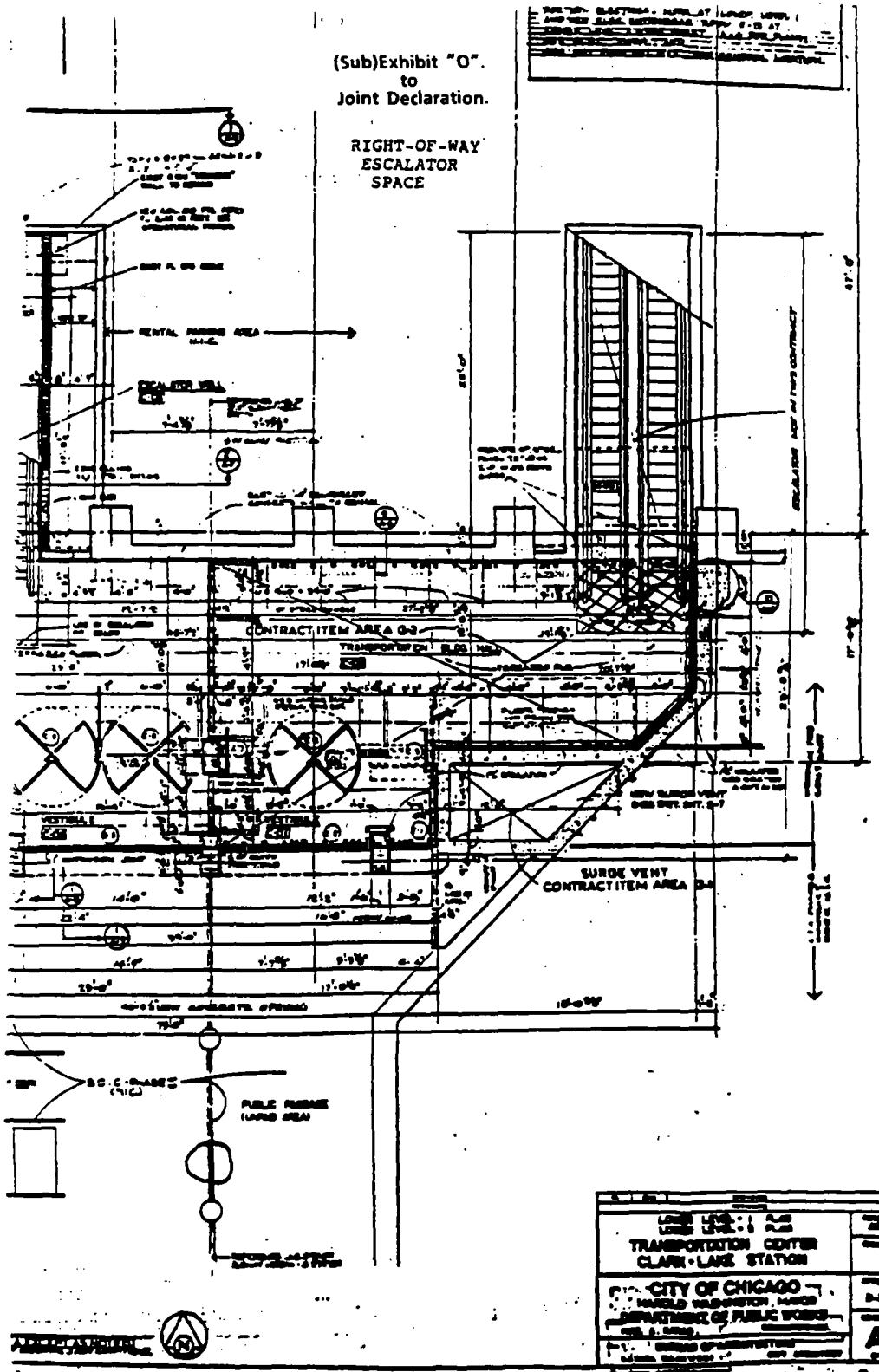
ILLUMINATED DOUBLE FACED

WEST-NORTHWEST TRAINS / CONGRESS - DOUGLASS - OHARE <input type="checkbox"/>	
LAKE TRAINS TO HARLEM - FOREST PARK <input type="checkbox"/>	
RAVENSWOOD TRAINS TO KIMBALL / LAWRENCE <input type="checkbox"/>	
WEST-NORTHWEST TRAINS / CONGRESS - DOUGLASS - OHARE <input type="checkbox"/>	<input type="checkbox"/>
LAKE TRAINS TO HARLEM - FOREST PARK <input type="checkbox"/>	<input type="checkbox"/>
RAVENSWOOD TRAINS TO KIMBALL / LAWRENCE <input type="checkbox"/>	<input type="checkbox"/>

SIGN TYPE 2B

(Sub)Exhibit "O".
to
Joint Declaration.

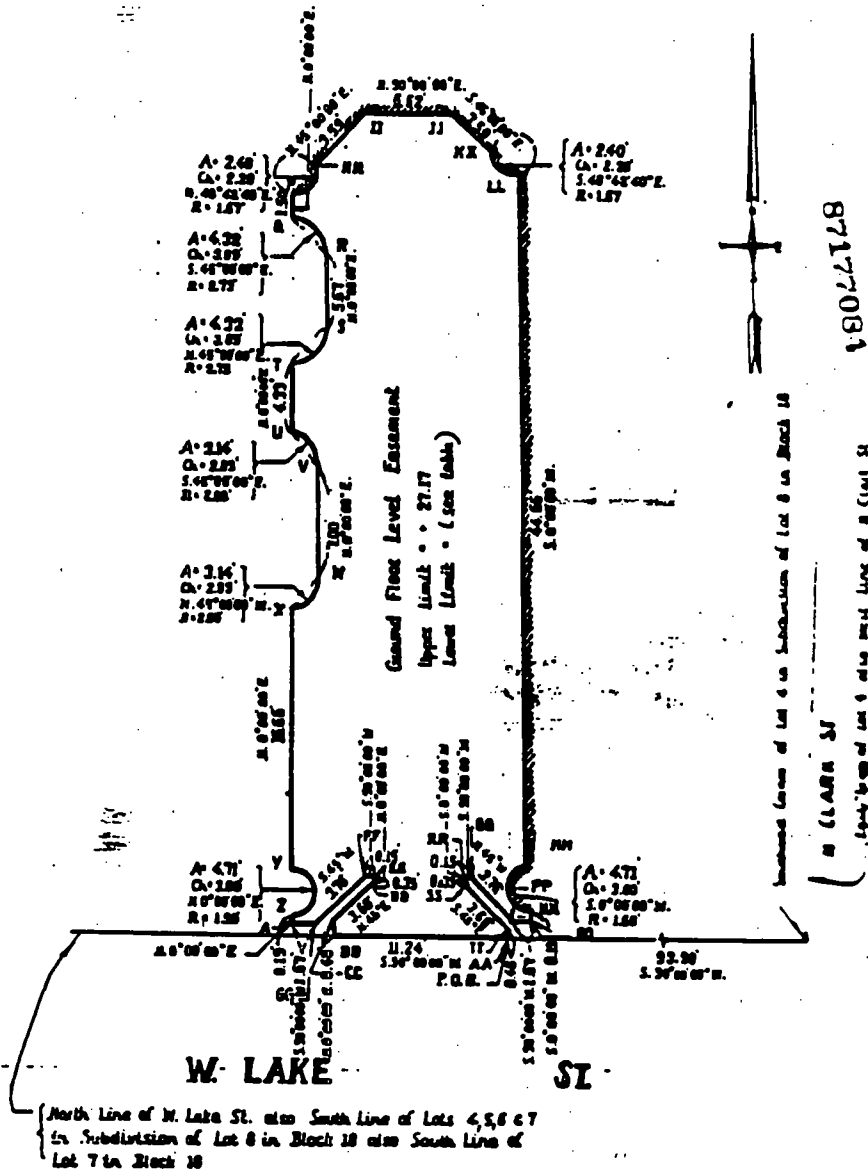
RIGHT-OF-WAY
ESCALATOR
SPACE



LINE 100 - 1 1/2	100
LINE 100 - 1 1/2	100
TRANSPORTATION CENTER CLARK-LAKE STATION	
CITY OF CHICAGO HAROLD WASHINGTON BAKER DEPARTMENT OF PUBLIC WORKS	
DATE: 4/25/90	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
SCALE: 1/8" = 1'-0"	

(Sub)Exhibit "P". 07177
to
Joint Declaration.

GROUND LEVEL VESTIBULE



SURVEY NO.	N-109141	0012	DATE March 23 8
------------	----------	------	-----------------

NATIONAL SURVEY SERVICE, INC
 ENGINEERS AND LAND SURVEYORS
 126 W. GRAND AVE. 312-644-3400 CHICAGO, ILL. 60607

(Continued from page 15020)

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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule municipality as defined in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City desires to conduct a festival, namely Taste of Chicago, to take place on City streets located in and around Grant Park and in certain areas to be designated in and located within Grant Park for an eight-day period commencing Wednesday, June 27, 1990, and ending Wednesday, July 4 1990, providing for the sale of food, beverages and souvenirs in conjunction with public entertainment; and

WHEREAS, The City also desires to conduct other festivals, namely the Gospel Festival on June 2 and 3, 1990, Blues Festival on June 8, 9 and 10, 1990, Sky Nights/Venetian Night on August 10 and 11, 1990, the Jazz Festival on August 30 through September 2, 1990 and Viva Chicago on September 8 and 9, 1990, to take place on City streets located in and around Grant Park, providing for the sale of food, beverages and souvenirs in conjunction with public entertainment; and

WHEREAS, Such festivals will promote the public interest by providing vital recreation for the citizens of the City, and bring together large numbers of people from every segment of society and every area of the City to meet and share in common social experiences; and

WHEREAS, Such festivals will also create unique opportunities to promote tourism in the City and to generate business and employment opportunities for Chicago residents, both of which are in the public interest; now, therefore,

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

SECTION 1. The above recitals, including the legislative findings, are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City through the Mayor's Office of Special Events ("M.O.S.E.") is authorized to sponsor and produce the foregoing festivals (the "Festivals") to take place on City streets located in and around Grant Park and in such other areas as may be designated, providing for the sale of food, beverages and souvenirs in conjunction with public entertainment.

SECTION 3. Such revenues as may be generated by the Festivals in excess of revenues appropriated from such source in the 1990 Annual Appropriation Ordinance are hereby appropriated from Fund No. 356. All agreements authorized herein shall be made subject to the availability of funds.

SECTION 4. A portion of the aforementioned revenues shall come from a service charge of fifty cents (\$.50) hereby imposed on the purchase of each booklet, sheet or other group of eleven (11) coupons redeemable for food and beverages at Taste of Chicago. Such service charge shall be applied to the costs incurred by the City in presenting, promoting and producing Taste of Chicago, including without limitation, increased security; expanded entertainment, programming, production and marketing; increased maintenance operation; increased restroom facilities; inclusion of dining areas and picnic tables; expanded public relations efforts both regionally and nationally; and the inclusion of a recycling program. In addition, any balance remaining from the service charge revenues after payment of the above-referenced costs of Taste of Chicago, shall be applied to the costs incurred by the City for various other Festivals and public events.

SECTION 5. The City shall donate the amount of one percent (1%) of the total ticket sales generated from Taste of Chicago, less service charge revenues, to the Greater Chicago Food Depository for the "Sharing It" program.

SECTION 6. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Director of M.O.S.E. (the "Director") is hereby authorized to enter into and execute any and all intergovernmental cooperation agreements as may be necessary to sponsor and/or produce the Festivals with such appropriate terms and conditions, including, without limitation, those relating to exchange of any consideration, insurance and indemnification by the City to those governmental units, as applicable. Such intergovernmental cooperation agreements may be with any other necessary or appropriate federal, state or local governmental unit, including, without limitation, the Chicago Park District with respect to use of any Park District property; the Metropolitan Water Reclamation District with respect to special pollution control needs of the Festivals; U. S. Army, Corps of Engineers with respect to the use of the Monroe Harbor breakwater; and the Chicago Transit Authority with respect to the use of public transit for the Festivals.

SECTION 7. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Director is hereby authorized to enter into and execute such agreements with other persons and parties participating in the sponsorship and production of the Festivals, including, without limitation, commercial or other business sponsors and media sponsors. The Director shall cause executed copies of the foregoing agreements to be placed on file with the City Comptroller to be made available for public review.

SECTION 8. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Director is hereby authorized to enter into and execute such agreements with those vendors participating in the Festivals, including, without limitation, food vendors, beverage vendors and souvenir vendors. The Director shall cause executed copies of the foregoing agreements to be placed on file with the City Comptroller to be made available for public review.

SECTION 9. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Director is hereby authorized to enter into and execute such agreements as may be necessary for the City to provide entertainment at the Festivals, including, without limitation, entertainment provided by musicians and other entertainers, fireworks and a circus. The Director shall cause executed copies of the foregoing agreements to be placed on file with the City Comptroller to be made available for public review.

SECTION 10. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Director is hereby authorized to enter into and execute agreement(s) with a food and beverage management consultant to produce the Festivals. The Director shall cause executed copies of the foregoing agreement(s) to be placed on file with the City Comptroller to be made available for public review.

SECTION 11. In order to engage a contractor to provide overnight security services at the Festivals in a manner more expedient than pursuant to the procedures of the Municipal Purchasing Act for cities of 500,000 or more population, the Director and the Purchasing Agent or their duly authorized representatives are hereby authorized (a) to solicit at least two contractors to provide such services; (b) to select a contractor to perform such services based on the following criteria: previous experience at events comparable in size and scope to the Festivals, capability to perform such services satisfactorily and contract cost; and (c) to negotiate with the selected contractor the terms of a contract for the performance of such services. Subject to approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Purchasing Agent and the Director or their designated representatives are hereby authorized to enter into and execute a contract between the City and the selected contractor, containing such terms as may be required by law, executive order or deemed appropriate or necessary by the Purchasing Agent. The Director shall cause executed copies of the foregoing agreement(s) to be placed on file with the City Comptroller to be made available for public review.

SECTION 12. In order to engage a contractor to provide maintenance services at the Festivals in a manner more expedient than pursuant to the procedures of the Municipal Purchasing Act for cities of 500,000 or more population, the Director and the Purchasing Agent or their duly authorized representatives are hereby authorized (a) to solicit at least two contractors to provide such services; (b) to select a contractor to perform such services based on the following criteria: previous experience at events comparable in size and scope to the Festivals, capability to perform such services satisfactorily, and contract cost; and (c) to negotiate with the selected contractor the terms of a contract for the performance of such services. Subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, the Purchasing Agent and the Director or their designated representatives are hereby authorized to enter into and execute a contract

between the City and the selected contractor, containing such terms as may be required by law, executive order or deemed appropriate or necessary by the Purchasing Agent. The Director shall cause executed copies of the foregoing agreement(s) to be placed on file with the City Comptroller to be made available for public review.

SECTION 13. Subject to any approval required by statute or ordinance, the Director is hereby authorized to execute such other documents ancillary to the aforementioned agreements, including certifications and assurances, as may be required in connection with the sponsorship or production of the Festivals.

SECTION 14. If any provision of this ordinance shall be held or deemed to be or shall in fact be invalid, illegal, inoperative or unenforceable on its face or as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this ordinance shall not affect the remaining portions of this ordinance or any part thereof.

SECTION 15. This ordinance shall take immediate effect upon its passage and approval.

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 25, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration three (3) proposed orders (referred to your committee on February 7, 1990 and April 6, 1990) to grant permission to various applicants for street closures, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Levar, 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, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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):

Berghoff Restaurant.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Berghoff Restaurant, 17 West Adams Street, to close to traffic West Adams Street, between South Dearborn Street and South State Street, from 6:00 P.M. on Tuesday, September 11, 1990 to 5:00 P.M. on Sunday, September 16, 1990, for the conduct of their 6th Annual Berghoff Oktoberfest.

Citicorp Savings.

Ordered, That the Commissioner of Public Works grant permission to Citicorp Savings, One South Dearborn Street, c/o Mr. Joel T. Werth, Director of Public Relations, to close to traffic -- (1) the south-most lane of West Madison Street, from the first alley east of Dearborn Street to the southeast corner first west thereof; (2) the east-most lane on Dearborn Street, from the first alley south of Madison Street to the first southeast corner north thereof; and (3) the sidewalk on the east side of Dearborn Street, from the first alley south of Madison Street to Madison Street, on Wednesday, April 11, 1990, during the hours of 6:00 A.M. and 2:30 P.M., in conjunction with the observance and unveiling of the name

change from Citicorp to "Citibank". Note: The lane closures would allow parking of vehicles for White Way Sign and Maintenance Company and the Freeman Decorating Company, for unloading and loading of materials relative thereto.

DePaul University/The Theatre School.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to DePaul University/The Theatre School, 2135 North Kenmore Avenue, to close to traffic the north lane of East Balbo Drive, between South Michigan and South Wabash Avenues, during the hours of 5:00 P.M. and 8:15 P.M.; and East Balbo Drive, between South Michigan and South Wabash Avenues, during the hours of 8:15 P.M. and 8:45 P.M., on Friday, May 4, 1990, in conjunction with the Blackstone Theatre.

PERMISSION TO CONDUCT MISCELLANEOUS EVENTS ON
PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, April 25, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration five (5) proposed orders (referred to your committee on February 7, 1990 and April 6, 1990) to grant permission to various applicants for sundry events, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Levar, 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, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

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):

Cermak Road Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Cermak Road Chamber of Commerce, 2875 West Cermak Road, for the conduct of a carnival and/or street fair on South Rockwell Street, between West Cermak Road and the first alley north thereof; and on South Rockwell Street, between West Cermak Road and the first alley south thereof, from 12:00 Noon on Friday, May 4 to 8:00 A.M. on Sunday, May 6, 1990, (rides to be contained on private property), in accordance with the City's carnival ordinance, Sections 34-49.1 through 34-49.5; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the streets affected.

Mr. Paul Miller/Chicago Organization.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Paul Miller, Chicago Organization, 455 East Illinois Street, No. 463, for the conduct of Earth Day 90 on North Stockton Drive from West Fullerton Avenue to West North Avenue, April 21, 1990 from 12:00 Noon to 8:00 P.M., and on April 22, 1990 (24 hours).

Northtown Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Northtown Chamber of Commerce, 2400 West Devon Avenue, for the conduct of a sidewalk sale on West Devon Avenue (both sides) between North Bell Avenue and North Kedzie Avenue, during the period of April 26 through April 29, 1990, from 8:00 A.M. to 8:00 P.M. each day.

Ms. Cynthia Rodriquez/Blessed Agnes Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Cynthia Rodriquez, Blessed Agnes Church, 2651 South Central Park Avenue, for the conduct of a street festival to benefit Blessed Agnes Church (annual event) on South Central Park Avenue from 2600 South to 2700 South, August 24 through August 26, 1990 during the hours of 9:00 A.M. until 10:00 P.M. (around the clock operation).

Saint Gregory The Illuminator Armenian Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Gregory The Illuminator Armenian Church, 6700 West Diversey Avenue, to hold a solemn candlelight vigil on the sidewalk in front of the Turkish Consulate at 360 North Michigan Avenue, on Tuesday, April 24, 1990, during the hours of 8:00 A.M. and 5:00 P.M., to commemorate the 75th anniversary of the Armenian genocide.

COMMITTEE ON STREETS AND ALLEYS.

**AMENDMENT OF MUNICIPAL CODE BY ESTABLISHMENT OF
NEW CHAPTER 36.1 ENTITLED "CHICAGO STREET
PERFORMERS ORDINANCE".**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, April 12, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, having had an ordinance (referred on February 7, 1990) to amend Chapter 36 of the Municipal Code of Chicago by inserting therein, in its proper numerical sequence, new sections to be known as 36.1-1 through 36.1-9, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding Chapter 36.1, as follows:

36.1-1. The following terms are defined for the purpose of this chapter as follows:

(a) "Perform" includes, but is not limited to, the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing and reciting.

(b) "Performer" means an individual to whom a permit was issued pursuant to the provisions of this Chapter.

(c) "Public Area" includes sidewalks, parkways, playgrounds and all other public ways located in the City of Chicago, except transit platforms and stations operated by the Chicago Transit Authority or the Metropolitan Transportation Authority.

36.1-2. No person may perform in a public area without having obtained a permit issued under Section 36.1-3 of this Chapter.

36.1-3. (a) A permit shall be issued by the Director of Revenue to each applicant therefor in exchange for a completed application and a fee of \$25.

(b) A completed application for a permit shall contain the applicant's name, address, and telephone number and shall be signed by the applicant.

(c) A permit shall be valid from the date on which it is issued through December 31 of the year in which it is issued.

(d) A permit shall contain the name and permit number of the applicant plus the year in which it is issued.

(e) A permit shall be non-transferable.

(f) Upon issuing a permit, the Director of Revenue shall also issue to the performer a printed copy of this Chapter.

36.1-4. A performer shall carry and display a permit on his or her person at all times while performing in a public area.

36.1-5. (a) A performance may take place in any public area, but only between the hours of 10:00 A.M. and 9:00 P.M. on Sundays through Thursdays and 10:00 A.M. and 10:00 P.M. on Fridays and Saturdays.

(b) A performer may not block the passage of the public through a public area. If a sufficient crowd gathers to see or hear a performer such that the passage of the public through a public area is blocked, a police officer may disperse that portion of the crowd that is blocking the passage of the public.

(c) A performer may not perform on the public way so as to obstruct access to private property, except with the prior consent of the owner or manager of the property.

(d) A performer shall comply in all respects with the Noise and Vibration Control provisions of the Environmental Control Ordinance, Sections 17-4 et seq. of the Municipal Code, and all other applicable Code provisions.

36.1-6. A performer who performs and accepts contributions under the provisions of this Chapter shall not be committing disorderly conduct under Section 193-1 of the Municipal Code of Chicago by virtue of those acts.

36.1-7. Any person who violates the provisions of this chapter, or who knowingly furnishes false information on the permit application, shall be subject to a fine of \$50.

36.1-8. Nothing contained in this chapter shall be construed to apply to special events conducted by the City of Chicago, or to events conducted by permission of the Chicago Park District in parks or other facilities operated by the Park District.

36.1-9. If any provision, clause, sentence, paragraph, section or part of this ordinance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

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

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Fary, Garcia, Krystyniak, Bialczak and Levar. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Sponsored by the aldermen named below, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case is not a part of the resolution):

Presented By

ALDERMAN RUSH (2nd Ward):

***CONGRATULATIONS EXTENDED TO DR. H. HORTENSE LOVE
ON HER RETIREMENT AS MINISTER OF MUSIC OF
MONUMENTAL BAPTIST CHURCH SENIOR CHOIR.***

WHEREAS, Dr. H. Hortense Love, world renown concert and opera singer and celebrated vocal teacher will be honored in a musical salute at the Monumental Baptist Church on Chicago's south side on Saturday, April 28, 1990; and

WHEREAS, On this occasion, Dr. Love will be retiring as Minister of Music of the Monumental Baptist Church Senior Choir, a position she has held for 25 years; and

WHEREAS, Dr. Love was born in Muskogee, Oklahoma and made her first public appearance at the age of nine; and

WHEREAS, Dr. Love attended the Wendell Phillips High School, graduated from Northwestern University and received her Master of Music from DePaul University; and

WHEREAS, Dr. Love has performed at Town Hall and Carnegie Hall in New York City and Orchestra Hall and the Studebaker Theatre here in Chicago; and

WHEREAS, Dr. Love has taught in the public school systems in Oklahoma and California, was Professor of Humanities and later Dean of Student Activities at the Loop College in Chicago, and served as Director of Fine Arts at the Clark Community Center; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That Dr. H. Hortense Love, world renown concert and opera singer, is hereby congratulated and honored for her outstanding contributions to the fine arts and extend to Dr. Love and the Monumental Baptist Church our enthusiastic support as they celebrate in music the achievements of Dr. H. Hortense Love; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Dr. H. Hortense Love and the Monumental Baptist Church.

Presented By

ALDERMAN CALDWELL (8th Ward):

TRIBUTE TO LATE MR. WILLIAM E. WOODFORK.

WHEREAS, God in his infinite wisdom has called to his eternal reward William E. Woodfork, dedicated citizen, public servant, neighbor and friend; and

WHEREAS, A diligent employee of the Cook County Highway Department, William E. Woodfork was a much-respected neighbor and friend to many in Chicago's south side community where he served as precinct captain in the Eighth Ward Regular Democratic Organization. His loyalty and tenacity, and the help he extended his constituents, made him many friends in the area; and

WHEREAS, William E. Woodfork was born in Chicago. He was a faithful member at Bryn Mawr Community Church where he was active in many roles and a member of the Board of Trustees until January, 1990. An outstanding family man, William E. Woodfork leaves behind his wife, Cynthia, three children, other relatives and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990, A.D., do hereby express our sorrow on the passing of William E. Woodfork, and extend to his wife, children, family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. William E. Woodfork.

Presented By

ALDERMAN HUELS (11th Ward):

***CONGRATULATIONS EXTENDED TO MRS. MILDRED "MILLIE" HEID
ON OCCASION OF HER EIGHTIETH BIRTHDAY.***

WHEREAS, Mildred "Millie" Heid celebrated her 80th birthday on Easter Sunday, April 15, 1990; and

WHEREAS, Mildred "Millie" Heid has been a Bridgeport resident for approximately 60 years; and

WHEREAS, "Millie" was joined by family, dear friends and neighbors in a pre-birthday celebration on Sunday, April 1st at Schallers Original Pub, which was hosted by her daughter-in-law, Norine; and

WHEREAS, Mildred "Millie" Heid is a fine friend to our community and we wish her happiness and look forward to her celebrating many future birthdays in Bridgeport; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 25th day of April in 1990, do hereby extend our heartiest congratulations and best wishes to Mildred "Millie" Heid on this occasion of her 80th birthday, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mildred "Millie" Heid, on this occasion of her 80th birthday.

**CONGRATULATIONS EXTENDED TO MR. AND MRS. MICHAEL POSCH
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.**

WHEREAS, Michael and Marian Posch will celebrate 50 years of wedded bliss on May 4, 1990; and

WHEREAS, Michael and Marian Posch are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens; and

WHEREAS, Michael and Marian Posch exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishments that are key factors in an enviable 50 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 25th day of April in 1990, do hereby extend our heartiest congratulations to Michael and Marian Posch on this very happy occasion of their 50th wedding anniversary and may we also extend our very best wishes to them both in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Michael and Marian Posch.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER CHARLES E. SMITH
ON HIS RETIREMENT AFTER TWENTY-NINE YEARS OF
DEDICATED SERVICE.**

WHEREAS, Charles E. Smith had joined the Chicago Police Department on January 30, 1961; and

WHEREAS, During the career of Charles E. Smith, he had received numerous commendations for service; and

WHEREAS, Charles E. Smith served as Traffic Safety Officer since December of 1968; and

WHEREAS, After 29 years of service Charles E. Smith retired from the Chicago Police Department on March 8, 1990; and

WHEREAS, Throughout his career, Charles E. Smith has had the total support of his family and friends, as he had done a fine job for the citizens of the City of Chicago, going above and beyond the call of duty as the occasion has warranted; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 25th day of April in 1990, do hereby extend our sincerest gratitude to Charles E. Smith for his many years of service and dedication to the citizens of Chicago, and that we also extend our warmest wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Charles E. Smith.

**MAY 11, 1990 DECLARED "CHICAGO TRANSIT AUTHORITY
TRANSIT EMPLOYEE APPRECIATION DAY".**

WHEREAS, The Chicago Transit Authority is vital to the growth and continued economic, social, and environmental well-being of the City of Chicago, in that it is the principal tool available to combat urban traffic congestion and the resulting deterioration of the Chicago area's air quality; and

WHEREAS, Public transit provides the only form of mobility for the "transportation dependent" of society -- the poor, the young, the handicapped, and the elderly; and

WHEREAS, Federal financial support for transit has been reduced by over 30% in the last four years; and

WHEREAS, This retreat on the part of the federal government will result in higher fares and reduced service unless halted; and

WHEREAS, A successful program to offset the loss of federal funds will require the active support of all the citizens of Chicago; and

WHEREAS, The American Public Transit Association and other organizations have declared May 16, 1990, as National Transit Appreciation Day and have called upon public bodies to recognize for all citizens the vital role that transit plays in the life of cities; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that we recognize May 11, 1990, as "C.T.A. Transit Employee Appreciation Day" and call upon all citizens to recognize the vital role of transit in the Chicago area.

Presented By

ALDERMAN FARY (12th Ward):

**CONGRATULATIONS EXTENDED TO POLISH NATIONAL UNION
BRANCH 293 ON ITS FIFTIETH ANNIVERSARY.**

WHEREAS, At a time when free Polish Christians started to seriously think of a Polish National Union of America, they gathered at an organization meeting on April 26, 1940 at Saint John's Parish; and

WHEREAS, During this meeting officers were elected and the newly formed Branch 293 Polish National Union of America chose as its name "the Bishop Leon Grochowski Society"; and

WHEREAS, Branch 293 has grown and prospered over the years due to the efforts of her members, taking part in the projects of District Six including the District Park in McHenry, Illinois; and

WHEREAS, Branch 293 continues to grow and prosper under the current leadership of their President, the Reverend Martin H. Wachna; and

WHEREAS, Branch 293 continues to contribute to many community and humanitarian projects, such as shoes for Poland, Saint John's Parish, many outreach programs and various organizations; and

WHEREAS, Polish National Union of America, Branch 293 will be celebrating 50 years of God's grace on Saturday, May 12, 1990 at Saint John's Parish auditorium beginning

with a church service celebrated by the Right Reverend Joseph Zawistowski, Bishop Rodinary of the Polish National Catholic Church; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered this 25th day of April, 1990, do hereby congratulate Polish National Union of America, Branch 293 on their 50th Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the Clerk of the City of Chicago for presentation on May 12, 1990 at the planned festivities.

Presented By

**ALDERMAN FARY (12th Ward) And
ALDERMAN KRYSZYNIAK (23rd Ward):**

**CONGRATULATIONS EXTENDED TO MR. AND MRS. STANLEY KOCZWARA
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Stanley Koczwarra will celebrate their fiftieth wedding anniversary on May 1, 1990; and

WHEREAS, Stanley and Zofia are longtime residents of the great Archer Heights Community; and

WHEREAS, The union of their marriage has brought their fine family into this world; four children, John, Alexandra, Chester, and Bonnie, and eight grandchildren, Chris, Arcadius, Anne, John, George, Elizabeth, Mark, and Frank; and

WHEREAS, Mr. and Mrs. Koczwarra exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are the key factors in the inevitable fifty years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered on this 25th day of April, 1990, A.D., do hereby extend our sincerest congratulations to Stanley and Zofia as they celebrate their fiftieth wedding anniversary together, and may we also extend our warmest wishes to them for the many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Stanley Koczwarra.

Presented By

ALDERMAN MADRZYK (13th Ward):

**CONGRATULATIONS EXTENDED TO MR. AND MRS. RUDOLPH L. JANEGA
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.**

WHEREAS, On May 5, 1940, Rudolph L. Janega and Lillian Vlasak were joined in marriage and will celebrate their golden wedding anniversary on May 5, 1990; and

WHEREAS, With love, strength and understanding, Rudolph and Lillian Janega have raised six children, and have been rewarded with sixteen grandchildren; and

WHEREAS, In their years together, Rudolph and Lillian Janega have devoted themselves to the service of others, sacrificing their time, resources and energies for the benefit of their family, their church and their community; and

WHEREAS, By their strength, faith, love and loyalty, Rudolph and Lillian Janega have provided an example to their children, and have won the respect and affection of their community; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of the City of Chicago, assembled this 25th day of April, 1990, do hereby congratulate Rudolph and Lillian Janega on the occasion of their 50th wedding anniversary, and wish them many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rudolph and Lillian Janega as a token of our esteem.

Presented By

ALDERMAN BURKE (14th Ward):

**TRIBUTE TO LATE POLICE DETECTIVE
PATRICK J. DRISCOLL.**

WHEREAS, Patrick J. Driscoll, a retired detective of the Chicago Police Department, passed away on Sunday, April 1, 1990, at the age of 78; and

WHEREAS, Patrick Driscoll, who began his career with the City of Chicago in 1939, was a dedicated and courageous employee of the City of Chicago for many decades, serving as both a Chicago firefighter and police officer; and

WHEREAS, During his distinguished career as a Chicago firefighter, Patrick Driscoll earned the Lambert Tree Award for heroism in recognition of his bravery and extraordinary efforts in fighting the Van Schaack chemical fire in 1941; and

WHEREAS, In 1942, Patrick Driscoll left the Chicago Fire Department to become a Chicago police officer where he embarked upon a long and distinguished career; and

WHEREAS, Patrick Driscoll served as a Chicago police officer until 1973, working diligently in numerous areas of criminal investigations, including, the youth division, missing persons, robbery and burglary detail; and

WHEREAS, In all of his activities and work for the City of Chicago, Patrick Driscoll exhibited extraordinary bravery, dedication and loyalty and was respected by all who knew him and will be remembered for his exemplary record of service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-fifth day of April, 1990, do hereby commemorate and honor the late Patrick J. Driscoll for his many years of service and tremendous contributions to the City of Chicago and we do hereby express our sincerest condolences to his son, Patrick, two daughters, Betty Ann Barry and Mary Therese Taylor, and his nine grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Patrick J. Driscoll.

**TRIBUTE TO LATE POLICE SERGEANT
WILLIAM H. DURKIN.**

WHEREAS, Retired Chicago Police Sergeant William H. Durkin passed away on Saturday, April 7, 1990; and

WHEREAS, Sergeant Durkin supervised police security at Comiskey Park for 20 years until his retirement in 1965; and

WHEREAS, Sergeant H. Durkin, a thirty-six year veteran of the Chicago Police Department, was a former investigator for the city's Department of Public Aid and a former chief of security at Bogan High School; and

WHEREAS, Sergeant Durkin not only served on the Chicago Police Department, but was also a Chicago firefighter for several years, and served three years in the United States Navy during World War II; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-fifth day of April, 1990, do hereby honor and commemorate the late Sergeant William Durkin for his dedication and loyalty to the safety and well-being of the people of the great City of Chicago, and we do hereby extend our sincerest condolences to his wife Mary, four daughters, and twelve grandchildren; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sergeant William H. Durkin.

TRIBUTE TO LATE DR. EDWARD F. KAMINSKI.

WHEREAS, Edward F. Kaminski, D.D.S., passed away on Tuesday, April 17, 1990 at the age of 55; and

WHEREAS, Doctor Edward Kaminski attended DePaul University and the University of Illinois Dental School, and continued for another two years at the University of Illinois to specialize in orthodontics; and

WHEREAS, Doctor Kaminski served in the United States Army Reserve with the rank of captain and received an honorable discharge after two years of service; and

WHEREAS, Doctor Kaminski, an American veteran, served as the president of the Polish Dental Society from 1969 -- 1971; and

WHEREAS, Doctor Kaminski served as president of several dental associations including president-elect of Northwest Branch of the Chicago Dental Society, was delegate-elect to the Illinois Dental Society, and was a member of the American Dental Society, the Chicago Dental Society, the Illinois Dental Society, the American Association of Orthodontists, and the American College of Dentists; and

WHEREAS, Doctor Kaminski was dedicated to his profession and to his family and friends and his gift of love, concern and laughter will be missed by all those who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-fifth day of April, 1990, do hereby honor and commemorate the late Doctor Edward F. Kaminski for his dedication to, and his tremendous involvement in orthodontics, and to his patience and compassion for all those he came in contact with, and we do hereby extend our sincerest condolences to his wife, Shirley, two sons, Steven and Thomas, and two daughters, Karen and Julie; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Doctor Edward F. Kaminski.

**TRIBUTE TO LATE POLICE LIEUTENANT
EDWARD B. KING.**

WHEREAS, Edward B. King, a retired Chicago police lieutenant, passed away on April 17, 1990 at the age of 75; and

WHEREAS, Lieutenant King, renowned as the Police Department's expert on organized crime, was credited by a former F.B.I. Agent as being the agency's initial source on crime syndicate activities in Chicago and assisting the F.B.I. in the identification of Chicago syndicate leaders to target for investigation; and

WHEREAS, Lieutenant King's distinguished career in the Chicago Police Department began in 1938, being assigned to the youth division where he frequently confronted young syndicate gangsters rising through the ranks; and

WHEREAS, During his early years in the Chicago Police Department, Lieutenant King compiled information concerning syndicate members which ultimately was used by the Police Department to create the Chicago Intelligence Division; and

WHEREAS, In 1960, Lieutenant King was detailed to State's Attorney Daniel P. Ward's police division to assist in the prosecution of Chicago syndicate figures; and

WHEREAS, During the years he was assigned to the State's Attorney's office, Lieutenant King participated in the police work that led to the crackdown on organized criminal activity in Chicago, including the capture of the Guido- Yonder gang which operated in north side high rises torturing victims; and

WHEREAS, Lieutenant King's distinguished career continued until 1976, during which time he was assigned to the Illinois State Investigatory Commission, later known as the Illinois Crime Commission, whose investigations of the syndicate's lending racket led to many public hearings on and prosecutions of these syndicate figures; and

WHEREAS, Lieutenant King's exemplary career was marked by his unparalleled devotion, diligence and dedication to the investigation and prosecution of criminals in the City of Chicago which has served and will continue to serve as an example and role model for all law enforcement professionals; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this twenty-fifth day of April, 1990, do hereby honor Lieutenant Edward B. King for his memorable career and tremendous contributions to the City of Chicago and we hereby extend our sincere condolences to his wife, Mary Louise, four daughters, Maryanne Friend, Margaret Teeter, Patricia Fanning and Maurita, his five grandchildren, two brothers and two sisters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lieutenant Edward B. King.

TRIBUTE TO LATE MR. ARTHUR M. SCHELLER, JR.

WHEREAS, Arthur M. Scheller, Jr., a law professor for over 32 years, passed away on Thursday, April 12, at the age of 62; and

WHEREAS, Arthur M. Scheller attended Saint Norbert College, and went on to Marquette University College of Law; and

WHEREAS, Arthur M. Scheller began his teaching career at Loyola University Law School in 1958, went on to teach at DePaul University Law School, where he was president of the university senate from 1970 to 1972, and then in 1975 joined the John Marshall Law School staff, teaching legal ethics, estate and trust law and several other subjects; and

WHEREAS, Arthur M. Scheller, was highly devoted to his students and a superior teacher, who was voted outstanding professor at John Marshall Law School by the student body in 1983, 1984, 1985 and 1989; and

WHEREAS, In addition to his contributions to the academic community, Arthur M. Scheller was involved with the Catholic League for Civil and Religious Liberties, serving as its national vice president and director from 1973 until 1978; and

WHEREAS, Arthur M. Scheller wrote many books and articles including the *Law Manual for Community Developers and Organizers* and was well respected not only by his students but by his fellow colleagues; and

WHEREAS, "He was the consummate teacher, he emphasized in his teaching ethics and honor, the same thing he did in his life and in his practice of law", George Trubow, a fellow professor at John Marshall said of him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 25th day of April, 1990, do hereby commemorate the late Arthur M. Scheller Jr., for his many years of service and dedication to the academic community and to his many students, both past and present, who will greatly miss his unique flair of teaching, and we do hereby extend our sincerest condolences to his wife, Ann, four sons, four daughters, and one brother; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Arthur M. Scheller, Jr.

*CONGRATULATIONS EXTENDED TO FATHER ROBERT CARROLL
ON HIS RETIREMENT AS TEACHER AND PRINCIPAL
AT MOUNT CARMEL HIGH SCHOOL.*

WHEREAS, Father Robert Carroll began his teaching career at Mount Carmel in 1967, while starting his theology studies; and

WHEREAS, After his ordination to the priesthood, Father Robert Carroll returned to Mount Carmel's faculty in 1972 and has stayed with Mount Carmel until 1990, the last ten years of which he served as principal; and

WHEREAS, Father Carroll, through his love and dedication, guided Mount Carmel through a difficult period when the enrollment rates in Chicago's private Catholic high schools were declining and was able to maintain capacity enrollment at Mount Carmel; and

WHEREAS, Father Robert Carroll, through his tremendous fundraising efforts, helped in creating a 1.2 Million Dollar endowment to finance Mount Carmel's continued academic improvement, and in 1984 Mount Carmel became the first Catholic high school in the City of Chicago to be named "An Exemplary Private School" by the United States Department of Education in Washington, D.C.; and

WHEREAS, Father Robert Carroll, who's genuine care and concern for the students and alumni has dedicated his life to the betterment of Mount Carmel not only as a school, but as a community, always encouraged his students "You enter Mount Carmel as a boy, and if you struggle and work at it, you will leave as a man"; and

WHEREAS, Father Carroll, who led Mount Carmel not only to the academic recognition it now enjoys, but was also a great lover and supporter of the extra- curricular activities available to its young men; and

WHEREAS, Mount Carmel, under Father Carroll, won three state football championships in the 1980's, five state hockey championships, the Chicago Prep Bowl Championship, and the 1985 AA State Basketball Championship; and

WHEREAS, "The Father Robert Carroll Decade" at Mount Carmel is one which all of the alumni, students and faculty will look upon and acknowledge as one of the greatest times in Mount Carmel history; and

WHEREAS, Mount Carmel, through its academic and extracurricular achievements, serves as a model for the entire Chicago school system and serves as a fine example of what educating the youth of Chicago can and should be; and

WHEREAS, All those who are fortunate enough to know Father Robert Carroll will deeply miss his devotion and determination and wish him all the best in his new endeavors in biblical research; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this twenty-fifth day of April, 1990, do hereby honor Father Robert Carroll for almost a quarter of a century of hard work, dedication and loyalty to the Mount Carmel community and wish him all the best. All those who know Father Carroll will truly miss this fair, intelligent and vivacious man who has dedicated his life to Mount Carmel; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Robert Carroll.

**CONGRATULATIONS EXTENDED TO REVEREND FRANCIS Q. KUB
AS NEW PASTOR OF SAINT SIMON THE
APOSTLE CHURCH.**

WHEREAS, Reverend Francis Q. Kub, formerly of Saint Bede's Parish in Ingleside, was recently named the Pastor at Saint Simon the Apostle Church; and

WHEREAS, Reverend Kub, born in Chicago and a native of the Mount Greenwood neighborhood, attended Saint Christiana Grammer School and Quigley North; and

WHEREAS, Reverend Kub went on to Saint Mary of the Lake Seminary, was ordained as a priest on April 29, 1965 and has been a loyal and faithful servant ever since; and

WHEREAS, Reverend Kub served in many parishes including Saint John De LaSalle to Saint Juliana parish, Holy Ghost parish in South Holland, Saint Peter's in Antioch, and just recently left Saint Bede's to become Pastor at Saint Simon the Apostle Church; and

WHEREAS, Reverend Francis Q. Kub became the founding Pastor of Saint Irene Byzantine Eastern Rite Catholic Church in Bristol, Wisconsin, while serving as an assistant at Saint Peter's Church; and

WHEREAS, Reverend Kub is truly a dedicated priest who has made it a life long commitment to serve and help others; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this twenty-fifth day of April, 1990, do hereby honor Reverend Francis Q. Kub, and wish him all the best with his new endeavors as Pastor of Saint Simon the Apostle Church, and commend him for his loyalty and dedication to the Roman Catholic Church; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend Francis Q. Kub.

**CONGRATULATIONS AND BEST WISHES EXTENDED TO MEMBERS
OF NEW MOSCOW CITY COUNCIL.**

WHEREAS, The citizens of the City of Moscow last month elected a new local city council; and

WHEREAS, In electing its new City Council, the citizens of Moscow routed many Communist loyalists and instead elected council members who hope to turn Moscow into a free-market showcase for the rest of the Soviet Union; and

WHEREAS, The new Moscow City Council selected by a vote of 280 to 162, Mr. Gavriil K. Popov, a specialist in economic management and editor of the journal *Voprosy Dkonomiki*, to be the new chairman of its City Council; and

WHEREAS, Mr. Popov, a member of the national congress and a leader of the Democratic Russia party in the Moscow City Council, is renowned for his quick political wit and academic experience and accomplishments; and

WHEREAS, Although it has elected Mr. Popov as its chairman, the new Moscow City Council still must complete its organization and appoint the city executive committee and its chairman; and

WHEREAS, In its reorganization of its city council, the new Moscow City Council must address many pressing and difficult local issues, including the transformation of Moscow into a market economy, the growing democratization of local politics and the local political economy and the balancing of the burgeoning local political freedoms and the dictates of the central government of the Soviet Union; and

WHEREAS, Given its sometimes turbulent and controversial history, the Chicago City Council can appreciate the difficulties facing the new Moscow City Council; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, gathered here on this 25th day of April in 1990, do hereby extend our best wishes and heartiest congratulations to the members of the new Moscow City Council on their recent election and we further wish them the best of luck in their new endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the new Moscow City Council.

**CONGRATULATIONS EXTENDED TO DAYTON HUDSON
CORPORATION ON ITS ACQUISITION OF
MARSHALL FIELD'S RETAIL
STORES.**

WHEREAS, Last week it was announced that the 130-year old, venerable Chicago retailing giant, Marshall Field's, is to be sold to Dayton Hudson Corporation, a Minneapolis based retailer for a reported \$1.04 Billion; and

WHEREAS, In addition to its long and rich history as a Chicago retailer, Marshall Field's is Chicago's leading department store chain, with reportedly \$1.09 Billion in sales in 1989; and

WHEREAS, Marshall Field's reputation as a retailer extends far beyond Chicago's borders, having stores throughout Illinois, Texas and Ohio, for which Marshall Field's is recognized universally as one of the nation's best retailing companies; and

WHEREAS, In addition to its economic successes, Marshall Field's, under the direction of its current chief executive, Phillip Miller, has demonstrated a great commitment to Chicago, including the 110 Million Dollar renovation of its grand State Street store; and

WHEREAS, In commenting on Dayton Hudson's purchase of Chicago's retailing giant, Ken Macke, chairman of Dayton Hudson, stated that both Dayton Hudson and Marshall Field's share a high commitment to quality to its customers and to fashion; and

WHEREAS, Dayton Hudson, the fifth largest retailer in the United States with stores in 33 states, is one of the nation's most profitable retailers; and

WHEREAS, Dayton Hudson officials have stated that, after its acquisition of Marshall Field's, Dayton Hudson intends to play a prominent role in community affairs, noting that the company historically has been a socially conscious firm, donating an average of 5 percent of its pretax earnings to community projects and programs; and

WHEREAS, The City Council of the City of Chicago hereby finds that Marshall Field's has played, and continues to play, an extremely important role in Chicago's social and economic history and development and that its success is important to the economic and social vitality of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered this 25th day of April, 1990, do hereby congratulate Dayton Hudson on its acquisition of Chicago's Marshall Field's and that we extend to Dayton Hudson's officials our best wishes for great success in all its endeavors and we look forward to working with them in the future on many community projects; and

Be It Further Resolved, That a suitable copy of this resolution be presented to representatives of Dayton Hudson.

Presented By

ALDERMAN SHEAHAN (19th Ward):

**CONGRATULATIONS EXTENDED TO SISTER SHARON JAKICIC
ON OCCASION OF HER THIRTIETH ANNIVERSARY
AS MEMBER OF SISTERS OF
SAINT JOSEPH.**

WHEREAS, On the 20th day of April, 1990 Sister Sharon Jakicic will gather with family and friends to celebrate Sister Sharon's 30th year of devoted service to her fellow man and the Sisters of Saint Joseph; and

WHEREAS, In 1954, Sharon answered the call of the Lord and joined the Order of Saint Joseph and in 1960 Sister Sharon received her final vows; and

WHEREAS, After graduating from Saint Xavier College with a Bachelor of Science in Education, Sister Sharon began her lifeswork at Saint Hugh School in Lyons; and

WHEREAS, During her career as an educator and administrator Sister Sharon has served with distinction at Divine Infant in Westchester, Saint John Fisher in Chicago, Our Lady of Bethlehem Academy in LaGrange, and as Principal of Saint Mary School in Riverside; and

WHEREAS, In addition to her local service Sister Sharon has taught and brought the word of God to Cuernavaca and Guadalajara, Mexico; now, therefore,

Be It Resolved, That Mayor Richard M. Daley and the members of the City Council of Chicago do hereby recognize and congratulate Sister Sharon Jakicic on the occasion of her 30th anniversary as a member of the Sisters of Saint Joseph; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Sharon Jakicic of the Order of Saint Joseph.

Presented By

ALDERMAN J. EVANS (21st Ward):

TRIBUTE TO LATE MR. HILLIARY G. MITCHELL.

WHEREAS, God has called Hilliary G. Mitchell to eternal rest, April 1, 1990; and

WHEREAS, Hilliary G. Mitchell was the loving and devoted husband of Renee and a wonderful father of two children and four step-children; and

WHEREAS, Hilliary G. Mitchell touched the lives of many, and was a respected and admired individual throughout; and

WHEREAS, Hilliary G. Mitchell was also the beloved son of Ernestine Mitchell and brother of Towana Mitchell; now, therefore,

Be It Resolved, That the Chicago City Council respectfully mourn the passing of Hilliary B. Mitchell; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Hilliary G. Mitchell.

**CONGRATULATIONS EXTENDED TO UNITED STATES NAVAL
CAPTAIN ANTHONY WATSON AS RECIPIENT OF
47TH ANNUAL AMERICA'S HERITAGE
AND FREEDOM AWARD.**

WHEREAS, Captain Anthony Watson, U.S.N. Deputy Commandant of Midshipmen at the U.S. Naval Academy is the 1990 recipient of the 47th Annual America's Heritage and Freedom Award; and

WHEREAS, Captain Anthony Watson has exemplified extreme pride and commitment toward achieving his accomplishments which spanned from beating the odds, in being a product of Cabrini-Green housing project, and transcended to an ex-football player, boxer, a 1970 graduate of the U.S. Naval Academy, Executive Officer of the U.S.S. Hammerhead, and Commander of the U.S.S. Jacksonville, a nuclear attack submarine; and

WHEREAS, Blacks have risen from Mess Attendant to Chairman of the Joint Chiefs of Staff within the United States Navy and Captain Anthony Watson has become an inspiration and role model for young people throughout the nation; now, therefore,

Be It Resolved, That the Chicago City Council hereby join the Reverend Elmer L. Fowler and the congregation of the Third Baptist Church of Chicago in commemorating "Tony Watson Appreciation Day" Sunday, May 20, 1990.

Presented By

ALDERMAN GARCIA (22nd Ward):

**APRIL 28, 1990 DECLARED "WORKERS MEMORIAL DAY
IN CHICAGO".**

WHEREAS, The Occupational Safety and Health Act of 1970 provides workers with the right to safe and healthy workplaces; and

WHEREAS, More than 10,000 workers are killed as a result of industrial accidents and another 100,000 workers die of occupational diseases each year; and

WHEREAS, One out of three cancer deaths in the United States may be caused by exposure to toxic substances in the workplace; and

WHEREAS, One out of four workers in the United States face toxic chemicals, deafening noise and other known occupational hazards; and

WHEREAS, The latest statistics issued by the United States Bureau of Labor Statistics indicate a 5 percent increase in the number of job-related injuries and diseases; and

WHEREAS, Industrial accidents and occupational diseases arise out of man-made conditions and are therefore preventable; and

WHEREAS, A.F.L.-C.I.O. has declared April 28, 1990 a Workers Memorial Day in memory of workers needlessly killed, injured, or diseased because of workplace hazards; now, therefore,

Be It Resolved, That the honorable members of the Chicago City Council assembled this 25th day of April, 1990, join with the labor movement in mourning for those workers that were injured, killed or diseased because of job-related hazards; and

Be It Further Resolved, That the Chicago City Council recommits itself to its efforts to prevent additional workers from exposure to workplace safety and health hazards; and

Be It Further Resolved, That the Chicago City Council declares April 28, 1990 "Workers Memorial Day In The City Of Chicago"; and

Be It Further Resolved, That appropriate activities such as educational forums and commemorative services be initiated by the City Council to consider ways of reducing workplace hazards in the City of Chicago.

ALL CHICAGOANS URGED TO JOIN CELEBRATION OF
"CINCO DE MAYO".

WHEREAS, In 1862, Mexico had fallen under the yoke of French imperialism which dominated the country economically, politically and militarily; and

WHEREAS, On May 5, 1862, the patriotic Mexican army headed by General Ignacio Zaragoza engaged the army of the French colonizers and fought valiantly and, although the battle was lost, it became the turning point in the struggle against French domination; and

WHEREAS, The courage and leadership displayed by General Ignacio Zaragoza and his troops were outstanding and exemplified the Mexican people's desire to fight off French imperialism; and

WHEREAS, The Mexican People have, for the last 118 years, celebrated May 5th as a day of victory; and

WHEREAS, The Mexican community of the City of Chicago are presently preparing themselves for this day of celebration, known as the "Cinco De Mayo"; and

WHEREAS, Student groups from elementary schools, high schools and universities all over the country are preparing festivities for this day of celebration; and

WHEREAS, The Organization of Latin American Students of Chicago State University and the Confederation of Latin American Students of the University of Illinois at Chicago are in the process of organizing festivities for the celebration of the "Cinco de Mayo"; now, therefore,

Be It Resolved, That the honorable members of the City Council, assembled this 25th day of April 1990, commend and encourage all those student groups that are striving for the recognition and are organized in their efforts to commemorate the "Cinco de Mayo"; and

Be It Further Resolved, That the City Council recognize the Organization of Latin American Students from Chicago State University for their efforts to promote the "Cinco de Mayo" celebration; and

Be It Further Resolved, That the City Council recognize the Confederation of Latin American Students from the University of Illinois for their efforts to promote the "Cinco de Mayo" festivities; and

Be It Further Resolved, That the City Clerk forward a suitable copy of this resolution to both student organizations.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

**CONGRATULATIONS EXTENDED TO MR. SEAN P. BUCKLEY
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Sean P. Buckley, a fine young citizen of Chicago's great southwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Sean P. Buckley, a member of Saint Rita's Grammar School, Troop 600, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Sean P. Buckley represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Sean P. Buckley will be joined by his family and friends Sunday, May 20, 1990 at two o'clock in the afternoon in Saint Rita's Grammar School Hall, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Sean P. Buckley on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sean P. Buckley.

**CONGRATULATIONS EXTENDED TO MR. PATRICK J. KRULL
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Patrick J. Krull, a fine young citizen of Chicago's great southwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Patrick J. Krull, a member of Saint Rita's Grammar School, Troop 600, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Patrick J. Krull represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Patrick J. Krull will be joined by his family and friends Sunday, May 20, 1990 at two o'clock in the afternoon in Saint Rita's Grammar School Hall, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Patrick J. Krull on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Patrick J. Krull.

**CONGRATULATIONS EXTENDED TO MR. MICHAEL T. RYAN
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Michael T. Ryan, a fine young citizen of Chicago's great southwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Michael T. Ryan, a member of Saint Rita's Grammar School, Troop 600, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Michael T. Ryan represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Michael T. Ryan will be joined by his family and friends Sunday, May 20, 1990 at two o'clock in the afternoon in Saint Rita's Grammar School Hall, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Michael T. Ryan on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael T. Ryan.

*CONGRATULATIONS EXTENDED TO MR. JOHN A. UNGER
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, John A. Unger, a fine young citizen of Chicago's great southwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, John A. Unger, a member of Saint Rita's Grammar School, Troop 600, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, John A. Unger represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, John A. Unger will be joined by his family and friends Sunday, May 20, 1990 at two o'clock in the afternoon in Saint Rita's Grammar School Hall, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to John A. Unger on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John A. Unger.

*CONGRATULATIONS EXTENDED TO MR. DAVE MAHER
ON HIS PROMOTION TO PRESIDENT OF
OSCO/SAVON CORPORATION.*

WHEREAS, Dave Maher has been elevated to the position of President for the Osco/Savon Corporation on March 14, 1990; and

WHEREAS, Dave Maher received his pharmacy degree from the University of Iowa in 1964, and for 27 years has been dedicated to the American Drug Stores; and

WHEREAS, He began as a part-time clerk and eventually served as a store General Manager, District Manager, Regional Personnel Manager and ultimately Vice-president of American Drug Stores Eastern region, a position he held until February of 1985, since then has served as Vice-president of the company's Intermountain region, which is based in Denver, Colorado; and

WHEREAS, Dave Maher is relocating to the Chicagoland area and will continue his dedication in servicing the fine citizens of our great City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago do hereby congratulate Dave Maher on his promotion as President of the Osco/Savon Corporation, and hereby extend our best wishes for a successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Dave Maher.

CONGRATULATIONS EXTENDED TO MR. AND MRS.
MICHAEL SOBCHAK ON OCCASION OF
THEIR GOLDEN WEDDING
ANNIVERSARY.

WHEREAS, Mr. and Mrs. Michael Sobczak this year celebrate fifty golden years of wedded bliss; and

WHEREAS, Mr. and Mrs. Michael Sobczak, citizens of Chicago's great southwest side, Garfield Ridge Area, were joined in holy matrimony May 25, 1940, at Saint Bruno Church; and

WHEREAS, Mr. and Mrs. Sobczak, both retired, are blessed with three daughters, twelve grandchildren and one great grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby congratulate Mr. and Mrs. Michael Sobczak on the occasion of their golden wedding anniversary, and extend to these fine citizens and their family our very best wishes for a long and happy future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Sobczak.

CONGRATULATIONS EXTENDED TO MR. AND MRS. MICHAEL SROKA
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Mike Sroka, residents of the Elsdon area of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Mike and Josephine Sroka were joined in matrimony May 4, 1940 at Saint Rose of Lima Church, and have been stalwart and active citizens in their southwest side community, devoting a great deal of their time and energies to senior citizens groups: The Civic Association, Eagle Club, Retired Active Seniors Club and the West Elsdon Seniors Club; and

WHEREAS, Models of the solidity and strength of family life, Mike and Josephine Sroka have two sons, two daughters, and three granddaughters; and

WHEREAS, Mike, a stationary engineer for Illinois Bell for 32 years, and Josephine, a dedicated mother and homemaker, will be joined in this joyous celebration May 6, 1990 at twelve o'clock with their many friends and family; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990, A.D., do hereby extend our congratulations to Mr. and Mrs. Mike Sroka as they celebrate fifty golden years of wedded bliss, as well as our best wishes to these fine citizens and their family for many years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Mike Sroka.

**CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER SWIATEK
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. Walter Swiatek, citizens of Chicago's great southwest side for the past thirty years, are celebrating fifty golden years of wedded bliss, June 1, 1990; and

WHEREAS, Mr. and Mrs. Walter Swiatek were joined in holy matrimony June 1, 1940 at Saint Ann's Church; and

WHEREAS, Symbolic of the strength and solidity of family life, the union of Mr. and Mrs. Swiatek has yielded two sons, both of whom are dentists; and five grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby congratulate Mr. and Mrs. Walter Swiatek on the occasion of their golden wedding anniversary, and extend to these fine citizens and their family our very best wishes for a long and happy future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Swiatek.

Presented By

ALDERMAN BIALCZAK (30th Ward):

**CONGRATULATIONS EXTENDED TO ARCHBISHOP JOSEPH WEBER
HIGH SCHOOL ON ITS 100TH ANNIVERSARY.**

WHEREAS, The private schools of this City have contributed significantly to the greatness of our people, and have provided the moral leadership needed to guide us into the future; and

WHEREAS, The longevity of the services of a school is an indication of the commitment and dedication the community has for the well-being of the City's youth; and

WHEREAS, The 1989 -- 1990 school year marks the 100th anniversary of the inception of the Archbishop Joseph Weber High School of Chicago, an institution which has provided excellent educational opportunities to the young men who have attended the school through these 100 years; and

WHEREAS, In recognition of Weber High School's preeminence, the school has been honored as a National Exemplary School by the United States Department of Education; and

WHEREAS, Created in 1890 as Saint Stanislaus College under the guidance and direction of the Reverend Vincent Barzynski of the Congregation of the Resurrection, the school has grown dramatically throughout the years; and

WHEREAS, In 1930 the school was named in honor of Archbishop Joseph Weber, the former regional Superior of the Resurrection Fathers and Brothers in the United States and Canada; and

WHEREAS, Many distinguished men have graduated from Weber High School, including State Senator Ted Lechowicz, Class of '56, his son Edward, Class of '87, Matthew Bialczak, Class of '84, Edmund Lechowicz, Class of '52, State Representative Bugielski, Class of '65, Reverend Gene Szarek, C.R., Principal of Weber High School, Class of '58, and many others, too numerous to mention, all of which indicates the vigorous efforts of Weber High School to instill a sense of leadership and responsibility in its students; and

WHEREAS, Throughout this academic year, celebrations will mark this Special Anniversary, including a Jubilee Mass at the Holy Name Cathedral on Sunday, October 29, 1989; and a Jubilee Dinner Dance at the Holiday Inn-O'Hare on May 6, 1990; and

WHEREAS, The true mark of greatness of Weber High School is the outstanding quality of the students who have continued to serve their communities with the spirit and enthusiasm instilled in them by the school; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council heartily congratulate and extend their sincerest appreciation to the faculty, administration of Archbishop Joseph Weber High School, students and parents upon the 100th anniversary of its inception; and

Be It Further Resolved, That we join with the entire City of Chicago in applauding the continual outstanding efforts of Archbishop Joseph Weber High School to provide excellent educational opportunities in this state; and

Be It Further Resolved, That suitable copies of this preamble and resolution be prepared for presentation to the Very Reverend Richard Balaz, C.R., Provincial Superior, and to the Reverend Gene Szarek, C.R., Principal, as a token of our appreciation and best wishes for the continual good works of Archbishop Joseph Weber High School.

Presented By

ALDERMAN AUSTIN (34th Ward):

**CONGRATULATIONS EXTENDED TO POLICE OFFICER
AGENE BEACH ON OCCASION OF HIS
RETIREMENT AFTER THIRTY
YEARS OF DEDICATED
SERVICE.**

WHEREAS, Chicago Police Officer Agene Beach retired from a thirty-year career of dedicated public service on March 15, 1990; and

WHEREAS, Agene Beach joined the Chicago Police Department on January 2, 1960, and since that time has served with charisma, dignity, and above all concern for his fellow man. The character of his work has been recognized by the number of awards, letters, plaques and certificates he has received from businesses, churches, schools, block clubs, individuals and the Chicago Police Department itself; and

WHEREAS, A man of the people, representing the people and protecting the people, Officer Agene Beach was especially visible in the neighborhoods, in and near schools and churches, and therefore he has been helpful to several generations of grateful Chicagoans; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered here this 25th day of April, 1990, A.D., do hereby offer our gratitude and our congratulations to Chicago Police Officer Agene Beach on the occasion of his retirement from 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 Agene Beach.

**CONGRATULATIONS EXTENDED TO MRS. IDA M. WATKINS
ON OCCASION OF HER RETIREMENT AFTER THIRTY
YEARS AS CROSSING GUARD.**

WHEREAS, Mrs. Ida M. Watkins is retiring after over three decades as a crossing guard and a person in whom we are proud to have entrusted the safety of our children; and

WHEREAS, Ida M. Watkins joined the Chicago Police Department in 1957, and over the years served in many posts, most particularly at Wells Elementary School, Yale Elementary School, schools near 74th Street and Vincennes Avenue and most recently near the Edward F. Dunne Elementary School on the city's far south side; and

WHEREAS, During her long career, Ida M. Watkins served her city well. Her heroic deeds, performed with no thought to her own safety, spared several young lives, and earned her several mayoral citations; and

WHEREAS, Mindful of her community, Ida M. Watkins worked with local civic leaders and became a precinct captain in the 34th Ward Regular Democratic Organization, first under Alderman Wilson Frost and then under Alderman Lemuel Austin, Jr.; and

WHEREAS, Highly visible as an indispensable community worker, Ida M. Watkins nonetheless has found time for her lovely family. She and her husband, Leo Watkins -- himself a retired Chicago Police Officer -- have five children; and

WHEREAS, The leaders of this great city are keenly aware of the debt owed our outstanding public servants; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 25th day of April, 1990, A.D., do hereby offer our gratitude and our congratulations to Mrs. Ida M. Watkins as she retires from an energetic and dedicated career in the promotion of public safety, and extend to this fine citizen and her family our best wishes for many years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ida M. Watkins.

Presented By

ALDERMAN BANKS (36th Ward):

**CONGRATULATIONS EXTENDED TO CHICAGO FIREFIGHTERS
MARK ANDRADE AND APARICIO RIVERA FOR DILIGENCE
AND BRAVERY IN RESUSCITATING
FIRE VICTIM.**

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 two of Chicago's finest firefighters, one a rookie, teamed up Wednesday, April 18, to save the life of 3-year-old Nichole Popoca by giving her cardiopulmonary resuscitation; and

WHEREAS, Chicago Firefighters Mark Andrade and Aparicio Rivera were on a search-and-rescue mission on the second floor when they "felt something" on the floor in the dense smoke; and

WHEREAS, Thanks to the dedication of Mark Andrade and Aparicio Rivera they were able to bring her back, for little Nichole had no pulse and was unresponsive until they began resuscitation; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990, A.D., do hereby recognize and commend the diligence and bravery of Mark Andrade and Aparicio Rivera of the Chicago Fire Department; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to Firefighters Mark Andrade and Aparicio Rivera.

Presented By

**ALDERMAN BANKS (36th Ward) And
ALDERMAN CULLERTON (38th Ward):**

**CONGRATULATIONS EXTENDED TO MR. MICHAEL MACALUSO
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Michael Macaluso, a fine young citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Michael Macaluso, a member of Saint Francis Borgia Church Boy Scout Troop, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City of Chicago; and

WHEREAS, The leaders of this great City recognize the importance of our young achievers for the future of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby congratulate Michael Macaluso on achieving the highest rank of Eagle Scout and extend to this fine young citizen our best wishes for happiness and a successful future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael Macaluso.

Presented By

ALDERMAN O'CONNOR (40th Ward):

**CONGRATULATIONS EXTENDED TO MR. WILLIAM J. NOLAN
AS RECIPIENT OF EMERALD SOCIETY OF ILLINOIS'
1989 "IRISH MAN OF THE YEAR" AWARD.**

WHEREAS, William J. Nolan is a product of Chicago's west side and a graduate of Our Lady of Sorrows Grammar School and Saint Philip's High School; and

WHEREAS, Bill is a veteran of the U.S. Army and was honorably discharged after serving as a Sergeant in the 2nd Armored Division; and

WHEREAS, Bill's parents, John and Elsie Nolan, hail from the counties of Tipperary and Limerick on the Fair Isle itself, and Bill and his lovely wife, Carol, have five children and one granddaughter; and

WHEREAS, Bill has served the people of Chicago as a police officer since 1959, and has served his fellow police officers as a member of the Fraternal Order of Police since 1963, helping to negotiate the first Chicago Police Labor contract in 1981, and currently holds the elective post of National Treasurer of the Fraternal Order of Police; and

WHEREAS, Bill has always been active in charitable causes, having been an Easter Seals volunteer for some 25 years, and currently serves as Executive Vice President of the Board of the Chicago Metropolitan Easter Seal Society, and is a founding member and first Vice President of a new Illinois charitable organization called Dreams for Kids; and

WHEREAS, The Emerald Society of Illinois has selected Bill as its 1989 "Irish Man of the Year;" now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 25th day of April, 1990, A.D., do hereby offer our heartiest congratulations to Bill Nolan on receiving this prestigious statewide award, and commend him on his distinguished record of community service, and extend our best wishes to him and his family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Bill Nolan.

**CONGRATULATIONS EXTENDED TO WINNING STUDENTS
AND SPONSORS OF GERMAN AMERICAN DAY
1990 ESSAY CONTEST.**

WHEREAS, As a result of essays they have written on the contributions of Americans of German descent to 20th-Century American life, six students from Chicago public high schools are being honored as essay contest winners on the occasion of German American Day 1990; and

WHEREAS, These six students will be rewarded with an all-expense-paid tour of Germany from June 23 to July 5, 1990; and

WHEREAS, This contest has been sponsored by the German American National Congress and Lufthansa German Airlines, under the guidance and assistance of the Chicago Public Schools Office of Instructional Support and Department of Languages and Cultural Education, with the assistance and support of the Consulate General of the Federal Republic of Germany in Chicago; and

WHEREAS, These six students are:

Brendan Daley and

Krishna Drummond, both of Morgan Park High School;

Jennifer Merlino-Ganter of Lincoln Park High School;

Jennifer Kilgore of Kenwood Academy;

Terresa Williams of Bogan High School; and

Andrea Baumann of Lane Technical High School;

and all of them are a great source of pride to their schools and their communities and especially to the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this 25th day of April, A.D. 1990, do hereby congratulate the six winners of this contest. We also express our gratitude to Lufthansa German Airlines, and to all the others who participated in this project, especially Elspeth M. Seewald of the German American National Congress, for recognizing these fine young citizens, and for enhancing our awareness of the contributions of German Americans to the life and strength of our communities and our City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Elspeth M. Seewald, to Lufthansa German Airlines, and to each of the six essay contest winners.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. PEARL LA THOMAS.

WHEREAS, Almighty God in His infinite mercy and wisdom called Mrs. Pearl La Thomas to her eternal reward on Monday, the ninth day of April, nineteen hundred and ninety; and

WHEREAS, Mrs. La Thomas was born on Chicago's near north side; and

WHEREAS, Mrs. La Thomas began working in real estate as a secretary and immediately after graduating from Lake View High School; and

WHEREAS, Although the real estate field was dominated by men before and during World War II, Mrs. La Thomas became a successful real estate broker; and

WHEREAS, In 1945, Mrs. La Thomas was widowed and bought the company where she had been working as a broker; and

WHEREAS, In 1964, her daughter, Wallis Weinper, and son-in-law joined her in the business; and

WHEREAS, Today, La Thomas and Company oversees many prestigious condominium and cooperative apartment buildings on the near north side of the City of Chicago; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, assembled in meeting this twenty-fifth day of April, nineteen hundred and ninety, do hereby express our deepest sympathy at the passing of Mrs. Pearl La Thomas, and do also extend to her beloved daughter, Wallis Weinper, her son-in-law, Howard Weinper, and her two grandchildren, our deepest and most heartfelt condolences on the occasion of their profound loss. Mrs. Pearl La Thomas, Mrs. "L", 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 Mrs. Pearl La Thomas.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

**COMMENDATIONS EXTENDED TO MR. RICHARD CLOUD FOR
HIS EFFORTS IN APPREHENDING VANDALS.**

WHEREAS, Rick Cloud is a resident of the Lincoln Park Community; and

WHEREAS, On April 19, 1990, Mr. Cloud saw four teenagers spray painting garages in an alley behind his house, and did apprehend the youths; and

WHEREAS, In consequence thereof the youths were made to return and clean up the graffiti; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 25th day of April, 1990, do hereby congratulate Mr. Cloud for actions on behalf of his neighborhood that were in keeping with the very best spirit of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Cloud.

**CONGRATULATIONS EXTENDED TO MR. NORMAN PELLIGRINI
ON OCCASION OF HIS FORTIETH YEAR
WITH WFMT RADIO.**

WHEREAS, Norman Pelligrini has shaped the classical musical scene in Chicago and educated a generation of music lovers since becoming Program Director at WFMT radio in 1951; and

WHEREAS, Mr. Pelligrini is the voice of the Chicago Symphony Orchestra and the Lyric Opera both locally and nationally; and

WHEREAS, Mr. Pelligrini has earned numerous professional awards and citations, including a recent recognition by Sir George Solti and members of the Chicago Symphony of his "enormous and unique contributions"; and

WHEREAS, Mr. Pelligrini is now celebrating his fortieth year at WFMT radio; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 25th day of April, 1990, do hereby congratulate Mr. Pelligrini for his forty years of leadership in Chicago's cultural community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Pelligrini.

Presented By

ALDERMAN HANSEN (44th Ward):

**COMMENDATIONS EXTENDED TO CHICAGO PUBLIC SCHOOLS,
DEPARTMENT OF FACILITIES FOR ENERGY
CONSERVATION PROGRAM.**

WHEREAS, On April 29, 1987, the Chicago Public Schools and Mr. James Harney,

Director of the Department of Facilities, established and initiated a program to conserve energy use in its facilities; and

WHEREAS, The established program has and is contributing to a reduction of energy use and cost approaching a total of Ten Million Dollars and an additional Five Million Dollars in savings is anticipated during the 1990 -- 1991 school year; and

WHEREAS, The management of the program by the Chicago Public Schools, Department of Facilities, has and is benefiting the taxpayers of Chicago and the children attending our schools; and

WHEREAS, The Chicago Public Schools have assisted other local public agencies in establishing and managing similar programs with the ultimate goal being to improve the quality of life for all Chicagoans; and

WHEREAS, The Chicago Public Schools have capitalized on the changes that have occurred recently in the energy industry and has sagaciously incorporated them into their program; now, therefore,

Be It Resolved, by the City of Chicago:

1. That the outstanding efforts of the Chicago Public Schools, Department of Facilities, in the area of energy conservation be recognized with an award for energy awareness; and
2. That the Chicago Public Schools energy program serve as a model for other agencies in the planning of an energy program; and
3. That a suitable copy of this resolution be presented to a representative of the Chicago Public Schools.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MR. ROGER BLAIR
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Roger Blair, a fine young citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Roger Blair, a member of the Congregational Church of Jefferson Park School, Troop 979, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Roger Blair represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Roger Blair will be joined by his family and friends Saturday, May 5, 1990, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Roger Blair on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Roger Blair.

**CONGRATULATIONS EXTENDED TO MR. JAMES GRIESNAUER
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, James Griesnauer, a fine young citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, James Griesnauer, a member of the Congregational Church of Jefferson Park School, Troop 979, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, James Griesnauer represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, James Griesnauer will be joined by his family and friends Saturday, May 5, 1990, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to James Griesnauer on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to James Griesnauer.

**CONGRATULATIONS EXTENDED TO MR. RONALD PRUS
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Ronald Prus, a fine young citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Ronald Prus, a member of the Congregational Church of Jefferson Park School, Troop 979, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Ronald Prus represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Ronald Prus will be joined by his family and friends Saturday, May 5, 1990, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Ronald Prus on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ronald Prus.

**CONGRATULATIONS EXTENDED TO MR. BRIAN SANDERS
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Brian Sanders, a fine young citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Brian Sanders, a member of Congregational Church of Jefferson Park School, Troop 979, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Brian Sanders represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Brian Sanders will be joined by his family and friends Saturday, May 5, 1990, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Brian Sanders on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Brian Sanders.

*CONGRATULATIONS EXTENDED TO MR. BRAD SARGUS
ON ACHIEVING RANK OF
EAGLE SCOUT.*

WHEREAS, Brad Sargus, a fine young citizen of Chicago's great northwest side, has advanced to the rank of Eagle Scout, the highest honor in scouting; and

WHEREAS, Brad Sargus, a member of Congregational Church of Jefferson Park School, Troop 979, Boy Scouts of America, has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Brad Sargus represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; and

WHEREAS, Brad Sargus will be joined by his family and friends Saturday, May 5, 1990, for the presentation of the Eagle Scout Award; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby offer our heartiest congratulations to Brad Sargus on achieving the highest honor in scouting, Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Brad Sargus.

Presented By

ALDERMAN M. SMITH (48th Ward):

**APRIL 22, 1990 THROUGH APRIL 22, 1991 DECLARED
"YEAR OF THE CHICAGO LAKEFRONT".**

WHEREAS, The lakefront of the City of Chicago has been developed into one of the world's most effective and beautiful shorelines, serving both as an engineered erosion protection device and as open space dedicated largely to public use; and

WHEREAS, Engineers and municipalities come from every corner of the world to study the effective construction and design of the lakefront landfill and revetments in order to emulate Chicago's lakefront success in providing erosion protection for the City of Chicago and recreation opportunities of many kinds for Chicago's residents; and

WHEREAS, Studies have demonstrated that at least 20% of the Chicago area economy is attributable to our unique shoreline; and

WHEREAS, The people of the City of Chicago and the Chicago City Council wish to insure the preservation and protection of this vital economic and recreational recourse; now, therefore,

Be It Resolved, That we, Mayor Richard M. Daley and the members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D. do hereby declare April 22, 1990 through April 22, 1991 as the Year of the Chicago Lakefront, during which the policies governing the lakefront, and the implementation of these policies shall be examined by the City Council Subcommittee on the Chicago Lakefront in cooperation with appropriate City Council committees, city agencies and departments.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	South Wells Street, from a point 30 feet north of West Arcade Place, to a point 25 feet north thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>HENRY</i> (24th Ward)	South Homan Avenue, at 2111 (approximately 12 feet in length) -- 8:00 A.M. to 8:00 P.M. -- daily;
<i>MELL</i> (33rd Ward)	North Maplewood Avenue, at 2800 (West Diversey Avenue side) -- 7:00 A.M. to 4:00 P.M. -- daily;
<i>BANKS</i> (36th Ward)	West Belmont Avenue, at 5559 -- at all times -- daily;

Alderman	Location, Distance And Time
	North Natoma Avenue, at 2841 (alongside on West George Street) from North Natoma Avenue to the second driveway south thereof -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42nd Ward)	North Rush Street, at 871 -- at all times -- no exceptions (valet service);
<i>HANSEN</i> (44th Ward)	West Barry Avenue, at 606 -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday;
<i>SHILLER</i> (46th Ward)	North Ashland Avenue, at 3649 -- at all times -- Monday through Friday;
<i>ORR</i> (49th Ward)	North Clark Street, at 6924 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER ERECTION OF LOADING ZONE ON PORTION
OF NORTH LINCOLN AVENUE.

Alderman Schulter (47th Ward) presented a proposed order directing the Commissioner of Public Works to consider the erection of a 55-foot loading zone on a portion of North Lincoln Avenue, located approximately 135 feet south of West Sunnyside Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF WEST OHIO STREET.

Alderman Giles (37th Ward) presented a proposed ordinance which would amend an ordinance passed on August 7, 1985 (Council Journal page 19096) by striking the words:

"West Ohio Street, from North Lavergne Avenue to North Laramie Avenue -- westerly" relative to the one-way traffic restriction on a portion of West Ohio Street and inserting in lieu thereof: "West Ohio Street, from North Laramie Avenue to North Lavergne Avenue -- easterly", which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER CHANGING TRAFFIC FLOW ON PORTION
OF SOUTH WALLER AVENUE.***

Alderman Davis (29th Ward) presented a proposed ordinance directing the Commissioner of Public Works to consider changing the flow of traffic to a southward direction on South Waller Avenue, from West Madison Street to West Adams Street, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
CONSIDER INSTALLATION OF PARKING METERS AT
4913 NORTH ELSTON AVENUE.***

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Public Works to consider the installation of two parking meters at 4913 North Elston Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.***

Alderman Shiller (46th Ward) presented proposed ordinances to limit the parking of vehicles to two hours at the locations designated and for the times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Clark Street, at 3801 -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday;

North Clark Street, at 3805 -- 9:00 A.M. to 7:00 P.M. -- Monday through Friday; and

North Clark Street, at 3809 -- 9:00 A.M. to 7:00 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>BLOOM</i> (5th Ward)	South East End Avenue, at 6828 (except for handicapped); South Euclid Avenue, at 7250 (except for handicapped); South Jeffery Boulevard (east side) from East 71st Street to a point 120 feet south of East 71st Place;
<i>BEAVERS</i> (7th Ward)	South Essex Avenue, at 8414 (except for handicapped);
<i>CALDWELL</i> (8th Ward)	South Luella Avenue, at 8044 (except for handicapped);
<i>VRDOLYAK</i> (10th Ward)	South Mackinaw Avenue, at 10926 (except for handicapped);
<i>FARY</i> (12th Ward)	South Rockwell Street, at 4734 (except for handicapped); West 38th Place, at 3342 (except for handicapped);

Alderman

Location And Distance

LEVAR for *MADRZYK* (13th Ward)

West 63rd Street at 4935 (from South Laporte Avenue to first driveway west thereof);

West 71st Street, at 3710 (except for handicapped);

BURKE (14th Ward)

South Troy Street, at 5613 (except for handicapped);

South Whipple Street, at 5219 (except for handicapped);

CARTER (15th Ward)

South Claremont Avenue, at 6229 (except for handicapped);

South Laflin Street, at 5712 (except for handicapped);

South Paulina Street, at 6340 (except for handicapped);

LANGFORD (16th Ward)

South Carpenter Street, at 5930;

South Green Street, at 6430;

South Throop Street, at 6726;

STREETER (17th Ward)

South Honore Street, at 7817 (except for handicapped);

South Lafayette Avenue, at 7214 except for handicapped);

South Marshfield Avenue, at 7646 (except for handicapped);

South Perry Avenue, at 7532 (except for handicapped);

South Yale Avenue, at 7922 (except for handicapped);

Alderman	Location And Distance
	West 71st Place, at 1253 (except for handicapped);
	West 72nd Place, at 1319 (except for handicapped);
	West 73rd Street, at 1022 (except for handicapped);
	West 73rd Street, at 1433 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	West 116th Street, at 3625 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Mayfield Avenue, at 5241 (except for handicapped);
	South Merrimac Avenue, at 5616 (except for handicapped);
<i>HENRY</i> (24th Ward)	South Kildare Avenue, at 1810 (except for handicapped);
<i>CALDWELL</i> for <i>BUTLER</i> (27th Ward)	West Jackson Boulevard, at 2835 (except for handicapped);
	West Ohio Street, at 2424 (except for handicapped);
	West Superior Street, at 2601 (except for handicapped);
<i>DAVIS</i> (29th Ward)	North Mayfield Avenue, at 657 (except for handicapped);
	North Menard Avenue, at 43 (except for handicapped);

Alderman	Location And Distance
<i>BIALCZAK</i> (30th Ward)	West Belden Avenue, at 5757 (except for handicapped); North Knox Avenue, at 2253 (except for handicapped); North Kolmar Avenue, at 3018 (except for handicapped); North Lockwood Avenue, at 1617 (except for handicapped);
<i>FIGUEROA</i> (31st Ward)	West Kamerling Avenue, at 4235 (except for handicapped); West Thomas Street, at 4312 (except for handicapped); West Wabansia Avenue, at 3546 (except for handicapped);
<i>MELL</i> (33rd Ward)	North California Avenue, at 3640 -- 3646; North Francisco Avenue, at 3009 (except for handicapped); West Wellington Avenue, at 2826 (except for handicapped);
<i>AUSTIN</i> (34th Ward)	West 109th Place, at 117 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North Harding Avenue, at 2627 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Opel Avenue, at 3232 (except for handicapped);
<i>GILES</i> (37th Ward)	North Leamington Avenue, at 216 (driveway);

Alderman	Location And Distance
	North Monticello Avenue, at 1111 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Pensacola Avenue, at 5720 (except for handicapped);
<i>LAURINO</i> for <i>O'CONNOR</i> (40th Ward)	West Farragut Avenue, at 2753 (except for handicapped);
	North Ravenswood Avenue, at 5411 (except for handicapped);
	North Sacramento Avenue, at 4230 (except for handicapped);
<i>LEVAR</i> (45th Ward)	North Liano Avenue, at 5236 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	West Eastwood Avenue, at 2109 (except for handicapped);
	North Hermitage Avenue, at 3644 (except for handicapped);
	West Patterson Avenue, at 1937 (except for handicapped);
<i>M. SMITH</i> (48th Ward)	West Ardmore Avenue, at 1549 (except for handicapped).

*Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF WEST 74TH STREET.*

Alderman Streeter (17th Ward) presented a proposed ordinance prohibiting parking at 1417 West 74th Street (from driveway to bus stop), during the hours of 8:00 A.M. to 5:00 P.M.,

Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT 5440 SOUTH NORDICA AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times at 5440 South Nordica Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF WEST WASHINGTON BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed ordinance which would amend an ordinance previously passed by discontinuing the parking prohibition in effect from 4:00 P.M. to 6:00 P.M., on both sides of West Washington Boulevard, between North Kedzie Avenue and North Homan Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF WEST WARREN BOULEVARD.

Alderman E. Smith (28th Ward) presented a proposed ordinance which would amend an ordinance previously passed by discontinuing the parking prohibition in effect from 6:00 A.M. to 9:00 A.M. on both sides of West Warren Boulevard, between North Homan Avenue and North Kedzie Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- REPEAL OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT 6900 SOUTH
OGLESBY AVENUE.

Alderman Bloom (5th Ward) presented a proposed ordinance to repeal an ordinance passed on November 16, 1988, (Council Journal page 19284) which prohibited parking at 6900 South Oglesby Avenue, permit number 3464, 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
CARTER (15th Ward)	South Claremont Avenue, in the 6200 and 6300 blocks;
J. EVANS (21st Ward)	South Perry Avenue (both sides) in the 9300 and 9400 blocks -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
KRYSTYNIAK (23rd Ward)	South Harding Avenue (both sides) in the 4700 block -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday;
LEVAR (45th Ward)	West Argyle Street (both sides) in the 5100 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	West Winnemac Avenue (both sides) in the 5200 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 114 ON PORTION
OF NORTH HARDING AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed ordinance which would amend an ordinance passed on March 21, 1990 (Council Journal pages 13473 -- 13478) by striking the words: "North Harding Avenue (both sides) from West Belle Plaine Avenue to the first alley north of West Irving Park Road -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday -- Zone 114" relative to the residential permit parking zone on a portion of North Harding Avenue and inserting in lieu thereof: "North Harding Avenue (both sides) from West Belle Plaine Avenue to the first alley north of West Irving Park Road -- at all times -- Zone 114", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONE 120 ON
PORTION OF WEST PENSACOLA AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance which would amend an ordinance previously passed by extending the residential permit parking zone on both sides of West Pensacola Avenue to include "West Pensacola Avenue (both sides) from the first alley west of North Milwaukee Avenue to North Laramie Avenue -- at all times -- Zone 120", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DIAGONAL PARKING PERMITTED ON
PORTION OF SOUTH KOLIN AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to permit diagonal parking on the east side of South Kolin Avenue, from South Archer Avenue to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON PORTION
OF NORTH CENTRAL PARK AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on North Central Avenue, from West Devon Avenue to the city limits, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated 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>T. EVANS</i> (4th Ward)	South Cornell Avenue, at 5124 (both sides of driveway) -- at all times -- daily;
<i>NATARUS</i> (42nd Ward)	East Erie Street, at approximately 117 to 121 -- at all times -- daily;
<i>EISENDRATH</i> (43rd Ward)	West Menomonee Street (north side) from North Orleans Street to a point 20 feet east thereof -- at all times -- daily;
<i>SHILLER</i> (46th Ward)	West Dakin Street, at 932 (driveway) -- at all times -- no exceptions;
<i>SCHULTER</i> (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;

Alderman

Location, Distance And Time

M. SMITH (48th Ward)

West Ardmore Avenue (both sides) from the west property line of North Sheridan Road, to a point 50 feet west thereof -- at all times -- no exceptions;

West Bryn Mawr Avenue (north side) from North Sheridan Road to North Broadway -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday;

West Granville Avenue (south side) from North Winthrop Avenue to North Broadway -- 7:00 A.M. to 9:00 A.M. -- Monday, Tuesday and Thursday -- for the period April 15 through November 15;

ORR (49th Ward)

West Granville Avenue (north side) in the 1000 and 1100 blocks -- 7:00 A.M. to 9:00 A.M. -- Monday, Wednesday and Friday -- for the period April 15 through November 15.

Referred -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location And Signal

ROTI (1st Ward)

South Lake Shore Drive, at 500;

VRDOLYAK (10th Ward)

South Brainard Avenue, at 13730;

SOLIZ (25th Ward)

West 19th Street and South Blue Island Avenue.

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
<i>T. EVANS</i> (4th Ward)	<p>East Oakwood Boulevard, at South Langley Avenue -- "Stop";</p> <p>East 54th Street and South Harper Avenue -- "All Way Stop";</p>
<i>VRDOLYAK</i> (10th Ward)	<p>South Avenue H, at East 113th Street -- "Stop";</p>
<i>LEVAR</i> for <i>MADRZYK</i> (13th Ward)	<p>West 62nd Place and South Spaulding Avenue -- "Stop";</p>
<i>BURKE</i> (14th Ward)	<p>South Francisco Avenue, at West 53rd Street -- "Stop";</p> <p>South Mozart Street, at West 56th Street -- "Stop";</p> <p>South Talman Avenue, at West 65th Street -- "Stop";</p> <p>West 65th Street, at South Maplewood Avenue -- "Stop";</p>
<i>CARTER</i> (15th Ward)	<p>South Hoyne Street, at West 57th Street -- "Stop";</p> <p>South Marshfield Avenue, at East 66th Street -- "Stop";</p> <p>West 71st Street, at South Artesian Avenue -- "Stop";</p>

Alderman	Location And Type Of Sign
	West 74th Street, at South Campbell Avenue -- "Stop";
	West 74th Street, at South Claremont Avenue -- "Stop";
<i>KELLAM</i> (18th Ward)	South Aberdeen Street, at 8516 -- "Handicapped Parking";
	South Aberdeen Street, at 8630 -- "Handicapped Parking";
<i>GARCIA</i> (22nd Ward)	South Karlov Avenue, at West 27th Street -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 52nd Street and South Menard Avenue -- "Four-Way Stop";
<i>CALDWELL</i> for <i>BUTLER</i> (27th Ward)	West Jackson Boulevard, at 1900 -- "Stop";
<i>BIALCZAK</i> (30th Ward)	West George Street and North Keating Avenue -- "Three-Way Stop";
<i>GABINSKI</i> (32nd Ward)	West Wabansia Avenue and North Wolcott Avenue -- "Four-Way Stop";
<i>MELL</i> (33rd Ward)	North Sacramento Avenue and West Addison Street -- "No Right Turn On Red";
<i>KOTLARZ</i> (35th Ward)	North Drake Avenue, at West School Street -- "Stop";

Alderman	Location And Type Of Sign
<i>BANKS</i> (36th Ward)	West Dickens Avenue and North McVicker Avenue -- "Reduce Speed -- School Zone";
	West Dickens Avenue and North Melvina Avenue -- "Slow -- School Zone";
	West Dickens Avenue and North Merrimac Avenue -- "Slow -- School Zone";
	West Dickens Avenue and North Mobile Avenue -- "Safe School Zone";
	West Dickens Avenue and North Mulligan Avenue -- "Slow -- School Crossing";
	West Dickens Avenue and North Narragansett Avenue -- "Reduce Speed -- School Zone";
	North McVicker Avenue and West Dickens Avenue -- "Slow -- School Crossing";
	North Mobile Avenue, at 2000 -- "Safe School Zone";
	North Mobile Avenue, at 2030 -- "Safe School Zone";
<i>LEVAR</i> (45th Ward)	West Irving Park Road and North Kostner Avenue -- "No Turn on Red -- 7:00 A.M. to 9:00 A.M.";
	West Montrose Avenue, at North Kostner Avenue -- "No Left Turn -- 4:00 P.M. to 7:00 P.M.";
<i>SHILLER</i> (46th Ward)	North Southport Avenue, at West Belle Plaine Avenue -- "Stop";

Alderman	Location And Type Of Sign
<i>SCHULTER</i> (47th Ward)	North Lincoln Avenue, 110 feet south of West Sunnyside Avenue -- "No Parking";
<i>ORR</i> (49th Ward)	West Chase Avenue and North Paulina Street -- "Four-Way Stop";
	West Fargo Avenue, at "T" junction of North Paulina Street -- "Stop";
	North Paulina Street, at North Rogers Avenue -- "Stop".

Referred -- REMOVAL OF "NO PARKING" SIGN IN FRONT OF 1048 WEST BARRY AVENUE.

Alderman Hansen (44th Ward) presented a proposed order to remove the "No Parking" sign in front of 1048 West Barry Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO CONDUCT STUDY FOR INSTALLATION OF "ONE-WAY STOP" SIGN ON PORTION OF WEST RUMSEY AVENUE.

Alderman Kellam (18th Ward) presented a proposed order directing the Commissioner of Public Works to conduct a study regarding the installation of a "One-Way Stop" sign at the corner of West Rumsey Avenue, for southbound traffic between West 85th Street and West 85th Place, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons

for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>MELL</i> (33rd Ward)	North Sacramento Avenue, from 3600 to 4000;
<i>LEVAR</i> (45th Ward)	North Kostner Avenue, in the 4100, 4200 and 4300 blocks.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented three proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN FARY (12th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 10-K bounded by:

a line 250 feet north of West 45th Street; the alley next east of and parallel to South Karlov Avenue; a line 168 feet north of West 45th Street; and South Karlov Avenue.

BY ALDERMAN GILES (37th Ward):

To classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 3-J bounded by:

West Augusta Boulevard; North Harding Avenue; a line 75 feet south of and parallel to West Augusta Boulevard; and a line 105 feet west of and parallel to North Harding Avenue.

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 3-L bounded by:

the alley next north of and parallel to West Walton Street; North Long Avenue; the alley next south of and parallel to West Iowa Street; and North Pine Avenue.

3. CLAIMS.

Referred - CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented seventy-six proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
<i>ROTI</i> (1st Ward)	The Tower Condo Association;
<i>T. EVANS</i> (4th Ward)	5100 Hyde Park Association; 5200 Dorchester Condominium;
<i>BLOOM</i> (5th Ward)	Coastland Apartments, Incorporated;

Alderman

Claimant

Oxford Homes Condominium
Association;

Vista Homes Building Corporation;

5624 -- 5626 Dorchester Condominium;

6901 Oglesby Avenue Apartment
Building Corporation;

7321 South Shore Cooperative
Apartments, Incorporated;

7439 -- 7443 South Coles Homeowners
Association (2);

STEELE (6th Ward)

Chatham Park South Cooperative;

BEAVERS (7th Ward)

Communitas Realty;

VRDOLYAK (10th Ward)

Mr. and Mrs. Bruno J. Ofiara;

STREETER (17th Ward)

Highland Terrace Condominium
Association;

KELLAM (18th Ward)

Park Place I Condominium Association;

Park Place III Condominium
Association;

Park Place IV Condominium
Association;

SHEAHAN (19th Ward)

Academy Hall Apartments;

O'Connell Electric Company;

Alderman

Claimant

KRYSTYNIAK (23rd Ward)

Garfield Cove Condominium;

Mr. William O'Brien;

Mr. Thomas Ochocinski;

BIALCZAK (30th Ward)

Mr. Hector Diaz;

E. Maryniw;

Mr. Frank P. Rogala;

GABINSKI (32nd Ward)

Greenview Passage Condo Association;

MELL (33rd Ward)

Mr. Al J. Malkowski;

KOTLARZ (35th Ward)Byron Kedvale Condominium
Association;*BANKS* (36th Ward)Addison Manor Condominium
Association;

Dea-Jae Builders, Incorporated;

Mr. Kenneth Kunstman;

Mr. Louis J. Sacco, Jr.;

2127 -- 2131/2135 North Harlem
Condominium Association;*CULLERTON* (38th Ward)

Mr. Ted Ciolek;

O'CONNOR (40th Ward)

Balmoral Plaza Condominiums;

PUCINSKI (41st Ward)

Edgewood Manor III;

Alderman

Claimant

Forest Towers Condominium No. 1;

Innisbrook Condominium No. 1;

Norwood Court, Incorporated;

Northwest Terrace Building No. 3;

5950 North Odell Condominium
Association;

NATARUS (42nd Ward)

160 -- 170 West Goethe Condominium
Association;

860 Lake Shore Drive Trust;

EISENDRATH (43rd Ward)

The Hampden Green Condominium
Association;

Magnolia Townhomes Association;

1844 North Sedgwick Condominium
Association;

2007 Sedgwick Condominium;

2020 Lincoln Park West Condominium
Association;

2340 Lincoln Park West Condo;

2660 North Bosworth Condo
Association;

HANSEN (44th Ward)

Mr. Robert C. Agron;

Townhomes of Diversey Harbor;

Yellow Face Condominium Association;

421 Oakdale Condominium Association;

Alderman

Claimant

601 -- 609 West Wellington
Condominium Association;

651 -- 653 Buckingham Condo
Association;

LEVAR (45th Ward)

Cameron Courts Condominium;

Gunnison Point Condominium
Association;

SHILLER (46th Ward)

Buena Park Condominium Association;

Gill Park Cooperative;

Gordon Terrace Condominium
Association;

Grace Condominium Association;

616 -- 618 Waveland Condominium
Association;

700 Cornelia Condominium Association
(2);

3618 North Fremont Street
Condominium Association;

3825 -- 3827 North Kenmore
Condominium Association;

SCHULTER (47th Ward)

2049 Ainslie Condominium Association;

M. SMITH (48th Ward)

Thorndale Condo Association;

939 -- 941 West Winona Street
Condominium Association;

4880 Marine Drive Condominium
Association;

Alderman

Claimant

STONE (50th Ward)

Fitch Park Condominium Association;

Granville Court Condominium West
Association;Indian Boundary Court Condominium
Association;1633 West Thome Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Seven proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Grandma Gebhard's, Incorporated, doing business as Grandma Gebhard's -- to maintain and use a portion of the public way adjacent to 29 West Lake Street for a sidewalk cafe;

Mr. Fong and Son, Incorporated, doing business as Mr. Fong and Son Restaurant -- to maintain and use a portion of the public way adjacent to 216 North Wabash Avenue for a sidewalk cafe;

Muses Food and Liquors, Incorporated, doing business as Nine (9) Muses Bar and Grill -- to maintain and use a portion of the public way adjacent to 315 South Halsted Street for a sidewalk cafe;

Sing Lae II, Incorporated, doing business as Sing Lae Cantonese Restaurant -- to maintain and use a portion of the public way adjacent to 185 North Wabash Avenue for a sidewalk cafe;

Ronny's IV, Incorporated, doing business as Carlos & Ronny's Red Hots -- to maintain and use a portion of the public way adjacent to 220 South State Street for a sidewalk cafe;

Shalom Deli, Incorporated, doing business as Shalom Deli -- to maintain and use a portion of the public way adjacent to 7 North Wells Street for a sidewalk cafe; and

161 North Clark Street Limited Partnership -- to construct, maintain and use a pedestrian tunnel, under a portion of North Clark Street, connecting the Chicago Title Tower with the State of Illinois Center.

***Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO AHMANSON COMMERCIAL
DEVELOPMENT COMPANY.**

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 21, 1990 (Council Journal page 13234) which authorized a grant of privilege to Ahmanson Commercial Development Company, by adding certain provisions to the terms and conditions of said grant of privilege, which was *Referred to the Committee on Streets and Alleys*.

***Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO AMERICAN TELEPHONE
AND TELEGRAPH/STEIN PHASE II
PARTNERSHIP.**

Also, a proposed ordinance to amend an ordinance passed by the City Council on February 7, 1990 (Council Journal page 11237) which authorized a grant for sundry privileges to

American Telephone and Telegraph/Stein Phase II Partnership, by striking the location for said privileges and inserting in lieu thereof: "adjacent to the premises at the northeast corner of South Franklin Street and West Adams Street", which was *Referred to the Committee on Streets and Alleys*.

Referred -- PORTION OF SOUTH GREEN STREET TO
RECEIVE HONORARY DESIGNATION AS
"VNA BOULEVARD".

Also, a proposed ordinance to designate that part of South Green Street, between West Jackson Boulevard and West Van Buren Street as "VNA Boulevard", which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SOUTH LA SALLE STREET AND WEST QUINCY
STREET FOR TWENTIETH ANNUAL LA SALLE
STREET DINNER DANCE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago Area Council 118/Boy Scouts of America to close to traffic that part of South LaSalle Street, between West Jackson Boulevard and West Adams Street, and that part of West Quincy Street, between South Clark Street and South Wells Street, in conjunction with the 20th Annual LaSalle Street Dinner Dance for the Chicago Area Council 118/Boy Scouts of America, during the period of July 18 and 19, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH DESPLAINES STREET FOR FOURTH ANNUAL
EASTER PARADE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Old Saint Patrick Church to close to traffic that part of South Desplaines Street, between

West Monroe Street and West Adams Street, to hold the 4th Annual Easter Parade on Sunday, April 15, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Referred-- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, four 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:

Carl Fischer of Chicago, Incorporated -- to maintain and use two canopies at 312 South Wabash Avenue;

Hiffman Shaffer Anderson, Incorporated as managing agent for 118 Venture -- to construct, maintain and use one canopy at 118 South Clinton Street;

Mr. Fong and Son Restaurant, Incorporated -- to maintain and use one canopy at 216 North Wabash Avenue; and

Mr. Salvatore F. Perry, doing business as Rosal's Cucina -- to maintain and use one canopy at 1154 West Taylor Street.

Presented By

ALDERMAN T. EVANS (4th Ward):

Referred-- PERMISSION TO HOLD SIDEWALK SALES
ON PORTION OF EAST 53RD STREET.

Two proposed orders directing the Commissioner of Public Works to grant permission to Ms. Sherry West to hold sidewalk sales on that part of East 53rd Street, from South Cottage Grove Avenue to South Maryland Avenue, every Saturday for the periods extending April 28 through July 28, 1990 and August 4 through September 27, 1990, which were *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD HYDE PARK
NEIGHBORHOOD CLUB ANNUAL FLEA
MARKET ON PORTION OF OLD
LAKE PARK AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mrs. Irene Smith for the conduct of the Hyde Park Neighborhood Club Annual Flea Market on that part of Old Lake Park Avenue, from 5300 south to 5400 south on Saturday May 19, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- PERMISSION TO HOLD 57TH STREET BOOK
FAIR ON PORTION OF EAST 57TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Rebecca Janowitz to hold the 57th Street Book Fair on that part of East 57th Street, between South Dorchester Avenue and South Kenwood Avenue on Sunday, September 23, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD SUNDRY EVENTS
ON PORTIONS OF VARIOUS PUBLIC WAYS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed, as noted, to hold the events specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. John Barker -- for the conduct of the University of Chicago Telecommunications meeting on the east side of South Ellis Avenue, from East 57th Street to East 59th Street, on Friday, April 27, 1990;

Mr. Lee Caldwell -- for the conduct of the University of Chicago Women's Board meeting on that part of East 59th Street, from South Woodlawn Avenue to South Kenwood Avenue on Monday, May 7, 1990; and

Hyde Park-Kenwood Community Conference -- for the conduct of a community art fair on that part of East 57th Street, from South Dorchester Avenue to South Kenwood Avenue during the period of June 2 and 3, 1990.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193
BY ADDING NEW SECTION 193-7.13 PROHIBITING USE
OF ELECTRONIC PAGING DEVICES BY MINORS.

A proposed ordinance to amend Municipal Code Chapter 193 by adding thereto a new section, to be known as Section 193-7.13, which would prohibit the use of electronic paging devices by persons under 18 years of age, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Referred -- COMMITTEE ON LOCAL TRANSPORTATION URGED TO
HOLD PUBLIC HEARINGS TO DETERMINE FEASIBILITY
OF REQUIRING BULLETPROOF WINDOWS
IN TAXICABS.

Also, a proposed resolution urging the Committee on Local Transportation to conduct public hearings to determine the feasibility of requiring bulletproof windows in taxicabs, as a partition separating the driver from the passenger(s) as well as for all windows and windshields, which was *Referred to the Committee on Local Transportation*.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- PORTION OF SOUTH MUSKEGON AVENUE TO RECEIVE HONORARY DESIGNATION AS "WHEATIES DRIVE" OR "WHEATIES BOULEVARD".

A proposed ordinance to designate that part of South Muskegon Avenue, between East 104th Street and East 106th Street as "Wheaties Drive" or "Wheaties Boulevard", which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO HOLD CARNIVALS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, three proposed orders directing the Commissioner of Public Works to issue permits to the applicants listed, as noted, for the conduct of carnivals and/or street fairs, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Edward Jarmuszka -- to hold a carnival on those portions of South Baltimore Avenue and South Brandon Avenue, between East 132nd Street and East 135th Street and on that part of East 133rd Street, between South Brandon Avenue and South Houston Avenue during the period of August 4 and 5, 1990;

South Chicago Chamber of Commerce -- to hold a carnival on that part of East 91st Street, between South Exchange Avenue and South Commercial Avenue for the period extending May 10 through May 14, 1990; and

Ms. Nadine Zapolsky/Chicago Ethnic Fair, Incorporated -- to hold a carnival on that part of South Avenue L, between East 114th Street and East 115th Street for the period extending April 22 through April 30, 1990.

Presented For

ALDERMAN MADRZYK (13th Ward):

Referred-- APPROVAL OF PLAT OF RESUBDIVISION ON
PORTION OF WEST 60TH PLACE.

A proposed ordinance, presented by Alderman Levar, directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of resubdivision on a portion of West 60th Place, near South Hamlin Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BURKE (14th Ward):

Referred-- PERMISSION TO PARK PICKUP TRUCK AT
6043 SOUTH RICHMOND STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Raul Lopez to park a pickup truck in front of his residence at 6043 South Richmond Street, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN CARTER (15th Ward);

Referred-- CHICAGO POLICE BOARD URGED TO HONOR
AGREEMENT PROHIBITING UNAUTHORIZED
POLICE SURVEILLANCE.

A proposed resolution urging the Chicago Police Board to honor an agreement prohibiting unauthorized surveillance of private citizens, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

**ALDERMAN CARTER (15th Ward) And
ALDERMAN SHILLER (46th Ward):**

WELCOME EXTENDED TO MRS. ESI SUTHERLAND-ADDY,
DEPUTY SECRETARY OF HIGHER EDUCATION
FOR CITY OF ACCRA, GHANA.

A proposed resolution reading as follows:

WHEREAS, The Mayor and the members of the City Council of the City of Chicago officially acknowledged the City of Accra, Ghana, as Sister City to the City of Chicago on July 19, 1989; and

WHEREAS, The resolution passed by the Chicago City Council on July 19, 1989 further resolved that the City of Chicago "and the City of Accra, on the basis of friendly cooperation, equality and mutual benefit, will promote and broaden economic cooperation and trade relations between the two cities. In addition, they will carry out wide exchanges in such fields as science and technology, culture and education, sports and health, and others to promote their prosperity and contribute towards further developing friendship between the people of the two countries"; and

WHEREAS, One of Accra, Ghana's leading citizens, Mrs. Esi Sutherland-Addy, Deputy Secretary of Higher Education, Ghana Ministry of Education and Chairperson of the Managerial Committee for Pan-African Culture in Ghana, will be visiting Chicago; and

WHEREAS, On Wednesday, May 2, 1990 from 5:30 P.M. to 8:30 P.M., a reception to honor Mrs. Esi Sutherland-Addy is being hosted by the DuSable Museum of African-American History; now, therefore,

Be It Resolved, The Mayor and Chicago City Council welcome Mrs. Sutherland-Addy to our great city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Deputy Secretary of Higher Education of Accra, Ghana.

Alderman Carter 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 Carter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN LANGFORD (16th Ward):

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND
ON NORTHWEST CORNER OF SOUTH STATE STREET
AND 62ND STREET.

A proposed order directing the Commissioner of Public Works to issue a permit to Mr. Archie Humbert for the operation of a newsstand on the northwest corner of South State Street and 62nd Street on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- GRANT OF PRIVILEGE TO NATIONAL CASEIN
COMPANY TO MAINTAIN AND USE PEDESTRIAN
BRIDGE OVER PORTION OF
WEST 80TH STREET.

A proposed ordinance to grant permission and authority to National Casein Company to maintain and use an elevated pedestrian bridge over and across a portion of the public way adjacent to the premises located at 601 -- 619 West 80th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN KELLAM (18th Ward):

JUNE 10, 1990 PROCLAIMED "HOLY NAME LITURGY DAY
IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Sunday, June 10, 1990, is the 10th Annual Holy Name Liturgy Day; and

WHEREAS, The 10th Annual Holy Name Society Community Liturgy will be held at St. Thomas More Church, located at 8100 South California Avenue; and

WHEREAS, Representatives from some sixty Holy Name Societies from throughout Chicago and the suburbs, with approximately 1000 Holy Name members, their wives and friends, are expected to attend as guests of St. Thomas More's Holy Name Society; and

WHEREAS, The Emerald Society Pipe and Drums, the Knights of Columbus, the Knights of St. Peter Claver, and the Blue Army of Our Lady of Fatima are expected to attend; and

WHEREAS, Bishop Wilton Gregory, Archbishop of Chicago will be in attendance, and will celebrate the liturgy with dozens of priests from participating parishes; and

WHEREAS, The celebration will begin with an impressive outdoor procession at 2:45 P.M., and a special liturgy at 3:00 P.M.; now, therefore,

Be It Resolved, That Sunday, June 10, 1990 be proclaimed "Holy Name Liturgy Day in the City of Chicago".

Alderman Kellam 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 Kellam, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-2 BY REDEFINING AREA OF EIGHTEENTH WARD WITHIN WHICH ISSUANCE OF NEW LIQUOR LICENSES IS PROHIBITED.

Also, a proposed ordinance to amend Municipal Code Chapter 147, Section 147-2, by redefining the area within the 18th Ward where the issuance of new liquor licenses is prohibited, which was *Referred to the Committee on License*.

Referred-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST 83RD STREET FOR VACATION BIBLE SCHOOL.

Also, a proposed order directing the Commissioner of Public Works to close to traffic that part of West 83rd Street, from South Lawndale Avenue to the Southwest Highway, Monday through Friday, from 7:30 A.M. to 1:00 P.M., for the period extending July 9 through July 20, 1990, for Ashburn Baptist Church's vacation bible school, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred-- APPROVAL OF PLAT OF SUBDIVISION ON PORTION OF WEST 114TH STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of subdivision on a portion of West 114th Street, near South Homan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented For
TWENTIETH WARD:

TRIBUTE TO LATE MR. RYAN WHITE.

A proposed resolution, presented by Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Carter, Langford, Streeter, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr and Stone, reading as follows:

WHEREAS, God in his infinite wisdom has called to his eternal reward Ryan White, whose futile but brave battle against A.I.D.S. and against the resultant bigotry aimed at persons with the dreaded disease, moved a nation; and

WHEREAS, Ryan White was 18 years old, and his struggle five years ago to be accepted in a public school in Kokomo, Indiana, gained national sympathy and forced our society to grapple with the difficult issues raised by the dreaded disease. Ryan White was a hemophiliac who contracted the virus through a blood transfusion, and he brought to public consciousness the realization that we are all, as world citizens, threatened by A.I.D.S. and in dire need of updated, thorough A.I.D.S. education; and

WHEREAS, By his example, Ryan White for a time transcended his illness, that is, he punctured the myths that surrounded A.I.D.S. at the time, he aroused common sense and compassion among his associates, and ultimately the national attention accorded this brave young man spread that compassion far and wide; and

WHEREAS, It is hoped that the very common sense and compassion which Ryan White brought forth will outlive him and inspire present and future generations to conquer this dreaded disease and the bigotry which sometimes accompanies it; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990, A.D., do hereby express our sorrow on the death of Ryan White, and extend to his family and many friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ryan White.

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

Thereupon, on motion of Alderman Shaw, the foregoing proposed resolution was *Adopted* unanimously by a rising vote.

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- PERMISSION TO HOLD NEIGHBORHOOD FESTIVAL
ON PORTION OF SOUTH GENOA STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Alderman Jesse J. Evans to hold a neighborhood festival on that part of South Genoa Street, from 9500 south to 9600 south, for the period extending August 22 through August 26, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 9900 SOUTH THROOP STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Herbert C. Barker to maintain and use a canopy attached to the building or structure at 9900 South Throop Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN GARCIA (22nd Ward):

UNITED STATES CONGRESS URGED TO REPEAL EMPLOYER
SANCTIONS IMPOSED BY IMMIGRATION REFORM AND
CONTROL ACT OF 1986.

A proposed resolution reading as follows:

WHEREAS, The Immigration Reform and Control Act (I.R.C.A.) of 1986 was enacted by Congress with the intent to control the flow of undocumented workers by penalizing employers who hire unauthorized workers; and

WHEREAS, I.R.C.A. 1986 called for the General Accounting Office (G.A.O.) to study the impact of the legislation; and

WHEREAS, The G.A.O., on March 29, 1990, released the third and final report to Congress and concluded that employer sanctions have caused serious widespread discrimination; and

WHEREAS, The report found that 10% or 461,000 out of 4.6 million employers surveyed had engaged in national origin employment discrimination as a result of employer sanctions; and

WHEREAS, An additional 9% or 430,000 employers engaged in citizenship based discrimination practices against authorized workers; and

WHEREAS, The G.A.O. report noted that the discrimination was not only against immigrants but also directed towards foreign-sounding or foreign-looking employees and applicants; now, therefore,

Be It Resolved, That the Chicago City Council assembled this 25th day of April, 1990 memorialize the Congress of the United States to repeal Employer Sanctions; and

Be It Further Resolved, That the City Council urge the members of the Illinois Congressional Delegation to lobby actively in favor of the legislation presented by Senator Kennedy of Massachusetts and Representative Bill Richardson of New Mexico to repeal Employer Sanctions; and

Be It Further Resolved, That a suitable copy of this resolution be forwarded by the City Clerk to the Speaker of the House of Representatives, the Illinois Congressional Delegation, and to the President of the United States.

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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- PERMISSION TO EXTEND CANOPY OVER PUBLIC
WAY AT 6949 WEST 63RD PLACE FOR SAINT RENEE
CHURCH CARNIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to Saint Renee Church to extend a canopy over a portion of the public way at 6949 West 63rd Place in conjunction with their carnival for the period extending June 1 through June 11, 1990, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
SOUTH MAJOR AVENUE FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Gloria Dei Lutheran School to close to traffic the 5200 block of South Major Avenue, from 10:30 A.M. to 10:45 A.M., Noon to 1:00 P.M., 2:00 P.M. to 2:30 P.M. and 3:00 P.M. to 3:15 P.M. for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR
VAN AT 5607 SOUTH NATCHEZ AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Eugene F. Clifford to park a pickup truck and/or van in front of his residence at 5607 South Natchez Avenue in accordance with the provisions of Chapter 27, Section 27-317 of the Municipal Code, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 2501 WEST DIVISION STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Superior Outdoor Structures, Incorporated for the erection of a sign/signboard at 2501 West Division Street for Aztec Outdoor Advertising, Incorporated, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- WAIVER OF OUTSTANDING WATER CHARGES FOR
GREATER DAMASCUS MISSIONARY BAPTIST CHURCH
UNDER NOT-FOR-PROFIT STATUS.

A proposed resolution requesting the waiver of outstanding water charges for the Greater Damascus Missionary Baptist Church under its not-for-profit status, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN DAVIS (29th Ward):

WELCOME EXTENDED TO DR. CARLOS TABLADA PEREZ.

A proposed resolution reading as follows:

WHEREAS, Dr. Tablada Perez will be visiting Chicago April 26th to speak at the University of Chicago and the University of Illinois at Chicago; and

WHEREAS, Dr. Tablada's visit is part of a 12 city tour of the United States which includes invitations from such other prestigious institutions as Harvard, John Hopkins, the University of California, and the Institute for Policy Studies; and

WHEREAS, Dr. Tablada is a Professor of Economics at the University of Havana and the author of *Che Guevara: Economics and Politics in the Transition to Socialism*, which won the prestigious Casa de las Americas prize in 1987 and has sold more than 300,000 copies worldwide and is being prepared for publication in eight additional languages; and

WHEREAS, Dr. Tablada Perez has presented more than 500 talks at universities and research institutions in Argentina, Canada, Ecuador, Italy, Mexico, Nicaragua, Panama, Peru and Venezuela; and

WHEREAS, Dr. Tablada Perez's presentations offer people in the United States an opportunity to hear a point of view otherwise not available to them because of our federal government's policy of banning travel to Cuba and frequent denials of visas to Cuban scholars; now, therefore,

Be It Resolved, That the Chicago City Council in meeting this 25th day of April, 1990, do hereby welcome Dr. Carlos Tablada Perez to Chicago and urge the United States Department to grant more visas to scholars from Cuba so as to preserve the democratic rights of people in the United States to hear all points of view.

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
5609 WEST IOWA STREET.

Also, a proposed order directing the Commissioner of Public Works to install an alley light

behind the premises at 5609 West Iowa Street, which was *Referred to the Committee on Finance.*

Referred -- GREYHOUND BUS COMPANY AND AMALGAMATED
TRANSIT WORKERS UNION URGED TO NEGOTIATE
END TO STRIKE.

Also, a proposed resolution urging Mr. Fred Curry, Chairman of Greyhound Lines, Incorporated and Mr. James La Sala, President of Amalgamated Transit Workers Union, to negotiate an end to the current strike, which was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED
TAXICAB STAND 368 ON PORTION OF NORTH
ASHLAND AVENUE.

A proposed ordinance to repeal the ordinance passed by the City Council on May 13, 1959 (Council Journal page 282) which established taxicab stand 368 on that part of North Ashland Avenue, along the east curb, from a point 20 feet north of the north building line of West Chicago Avenue, to a point 48 feet north thereof, which was *Referred to the Committee on Local Transportation.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
(CHICAGO ZONING ORDINANCE) ARTICLES 6.5-4 AND
11.9 BY ALLOWING ISSUANCE OF CERTAIN NEW
TAVERN LICENSES.

Also, a proposed ordinance to amend Chapter 194A of the Municipal Code, also known as the Chicago Zoning Ordinance, Articles 6.5-4 and 11.9 by allowing the issuance of new tavern

licenses pursuant to the procurement of substitution orders and by establishing the procedure for obtaining such substitution orders, which was *Referred to the Committee on Zoning*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 2009 NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Lazo's Tacos, Incorporated to maintain and use a canopy attached to the building or structure at 2009 North Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- PERMISSION TO HOLD ART AND CRAFT SIDEWALK
SALE ON PORTIONS OF WEST DIVERSEY AVENUE,
NORTH MILWAUKEE AVENUE AND NORTH
PULASKI ROAD.

A proposed order directing the Commissioner of Public Works to grant permission to the Milwaukee-Diversey Chamber of Commerce to hold an art and craft sidewalk sale on both sides of North Milwaukee Avenue, from 2600 to 3200, West Diversey Avenue, from 3300 to 3500, and North Pulaski Road, from 3000 to 3100, for the period extending June 21 through June 24, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN MELL (33rd Ward) And OTHERS:

ALL CHICAGO RESIDENTS URGED TO RESPOND FULLY
TO UNITED STATES CENSUS QUESTIONNAIRE.

A proposed resolution, presented by Aldermen Mell, Roti, Tillman, T. Evans, Bloom,

Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Austin, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schalter, M. Smith, Orr and Stone, reading as follows:

WHEREAS, There are few events of 1990 any more important than the United States census; and

WHEREAS, The United States government is making an extreme and tireless effort to accurately count every resident of this great nation in order to give each individual and each community a rightful voice in government, and to distribute correct services to each and every individual residing in this great nation; and

WHEREAS, Chicago had a census response rate of only 52.3% as of April 19, 1990. Without a more accurate representation of our residents in the United States census, our great City stands to lose approximately half of our duly entitled government services and grants; and

WHEREAS, Chicagoans, known for their "I Will" spirit, have just shown, in the hundred of thousands, their solidarity in celebrating and lending inspiration to one another on Earth Day 1990; and

WHEREAS, The United States census data is entirely confidential and private. No government agency, such as the I.R.S., Immigration Authority, Public Aid, Police or Housing Authority can obtain census facts about any individual, nor can any other person obtain such data; and

WHEREAS, The leaders of our great City of Chicago must do all we can to encourage a continuing census response on the part of all Chicagoans, to appeal to their sense of solidarity in all matters of great import; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 25th day of April, 1990 A.D., do hereby reiterate our appeal to all Chicago residents to respond fully and correctly to the confidential United States census questionnaire, so that our great City may enjoy its just proportion of services, programs and grants and continue on our road to progress.

Alderman Mell 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 Mell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

At this point in the proceedings, Alderman Mell moved to *Suspend the Rules Temporarily* to allow Mr. Stanley Moore, Regional Director of the United States Census Bureau, the opportunity to address the City Council. The motion *Prevailed*.

Speaking from the Clerk's rostrum, Mr. Moore stated that as a Chicagoan, a full and accurate census count was important to him on a personal as well as a professional level. After noting that the mail return rate for census forms from the City of Chicago was currently below that of both the State of Illinois and the nation as a whole, Mr. Moore emphasized his continuing need for assistance from municipal officials to gain complete cooperation from the city's population.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26 BY ADDING
NEW SECTIONS 26-101 THROUGH 26-116 ESTABLISHING
AND DEFINING MINORITY AND WOMEN-OWNED
BUSINESS ENTERPRISE PROCUREMENT
PROGRAM.

A proposed ordinance amending Municipal Code Chapter 26 by adding new sections to be known as Section 26-101 through 26-116 establishing and defining a Minority and Women-Owned Business Enterprise Procurement Program, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD
AT 6400 WEST NORTH AVENUE.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Chicago Rite-Lite Signs, Incorporated for the erection of a sign/signboard at 6400 West North Avenue for Austin Bank of Chicago, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS DIRECTED
TO CAUSE STUDY FOR EXPANDING PORTION OF
NORTH CENTRAL PARK AVENUE.

A proposed order authorizing and directing the Commissioner of Public Works to cause a study as to the feasibility of expanding the 5100 and 5200 blocks of North Central Park Avenue by adding two feet on each side to ease the problems of motor vehicle traffic, which was *Referred to the Committee on Finance*.

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
4833 NORTH DRAKE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 4833 North Drake Avenue, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN LAURINO (39th Ward) And
ALDERMAN O'CONNOR (40th Ward):**

Referred - PERMISSION TO HOLD ALBANY PARK CHAMBER
OF COMMERCE SIDEWALK SALE ON PORTIONS OF
WEST LAWRENCE AVENUE AND NORTH
KEDZIE AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Albany Park Chamber of Commerce to hold a sidewalk sale on both sides of West Lawrence Avenue, between North Troy Street and North Pulaski Road; and on North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street, for the period extending May 17 through May 20, 1990 (rain date May 21, 1990), which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

MAY 14 THROUGH MAY 19, 1990 DECLARED "ILLINOIS
SMILES FOR LITTLE CITY TAG DAYS
IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Illinois Smiles for Little City Tag Days will be held on Friday, May 18 and Saturday, May 19, 1990; and

WHEREAS, Proceeds will help support the Little City Foundation and its facility for children and adults with mental retardation and other developmental challenges in suburban Palatine; and

WHEREAS, The Illinois Smiles for Little City Tag Days will be a week-long celebration; and

WHEREAS, Thousands of Chicagoans will participate; and

WHEREAS, WMAQ-TV Meteorologist John Coleman and Niles Mayor Nick Blase and the staff of Little City Foundation urge all Chicagoans to support this warm-hearted and significant endeavor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby proclaim the week of May 14, 1990, "Illinois Smiles for Little City Tag Days" culminating with Smiles Days on Friday, May 18 and Saturday, May 19, 1990.

Alderman Laurino 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 Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

DECLARATION OF SECOND TUESDAY IN MAY
AS "TEACHERS APPRECIATION DAY".

Also, a proposed resolution reading as follows:

WHEREAS, The teachers of the Chicago Public Schools have provided dedicated service to their students and a strong commitment to the teaching profession; and

WHEREAS, The youth and all citizens of the City of Chicago have benefitted greatly from the professional services and personal contributions of Chicago Public School teachers; and

WHEREAS, Chicago Public School teachers are to be commended and recognized for their exemplary fulfillment of their responsibilities; now, therefore,

Be It Resolved, That the Board of Education, City of Chicago, hereby designates the second Tuesday in May to be known as Teachers Appreciation Day in the Chicago Public Schools and asks all citizens and organizations to recognize this day by preparing fitting salutes to the teachers of this City.

Alderman Laurino 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 Laurino, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,
SECTION 27-372.1 CONCERNING MINIMUM FINE AND
LIABILITY PROVISIONS FOR ABANDONED
VEHICLES.

Also, a proposed ordinance to amend Municipal Code Chapter 27, Section 27- 372.1 by making the last registered owner of an abandoned vehicle liable to the city for all costs of removing and storing said vehicle if the owner has not reported the theft of said vehicle to the appropriate law enforcement agency and by increasing the minimum fine for said violation, which was *Referred to the Committee on Finance*.

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO ENACT
HOUSE BILL 2851 WHICH WOULD PROVIDE
COMPENSATION TO CUSTOMERS WHO SUFFER
LENGTHY POWER FAILURES.

Also, a proposed resolution urging the Illinois General Assembly to enact House Bill 2851, to compensate customers who suffer lengthy, inconvenient and threatening electrical power failures, which was *Referred to the Committee on Intergovernmental Relations*.

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO AMEND
BILL OF RIGHTS FOR VICTIMS OF CRIME.

Also, a proposed resolution urging the Illinois General Assembly to pass a constitutional amendment to the Bill of Rights for victims and witnesses of violent crimes to allow said individuals and their families access to information concerning the criminal justice proceedings of their particular case, which was *Referred to the Committee on Intergovernmental Relations*.

Presented For

ALDERMAN O'CONNOR (40th Ward):

Referred -- PERMISSION TO HOLD SAINT HILARY CHURCH
CARNIVAL ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

A proposed order, presented by Alderman Laurino, directing the Commissioner of Public Works to grant permission to Saint Hilary Church to hold a carnival on those portions of North Fairfield Avenue, from the alley adjacent to 5626 North Fairfield Avenue south to and including the parking lot adjacent to 5600 North Fairfield Avenue, for the period extending June 25 through July 1, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented For

**ALDERMAN O'CONNOR (40th Ward) And By
ALDERMAN STONE (50th Ward):**

Referred -- PERMISSION TO HOLD SIDEWALK SALES
ON PORTION OF NORTH WESTERN AVENUE.

Two proposed orders, presented by Aldermen Stone and Laurino, directing the Commissioner of Public Works to grant permission to Mr. Sol Mazur of "Z Frank" to hold sidewalk sales on both sides of the 6000 block of North Western Avenue, between West Peterson Avenue and West Glenlake Avenue, during the periods of April 20 and 21, 1990 and

May 24 through May 28, 1990, which were *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN NATARUS (42nd Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 755 North Clark Street is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 755 North Clark Street is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

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

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 28.3,
SECTION 28.3-3 BY REDUCING NUMBER OF
HORSE-DRAWN CARRIAGE LICENSES.

Also, a proposed ordinance to amend Municipal Code Chapter 28.3, Section 28.3- 3, paragraph (d) by reducing the number of horse-drawn carriage licenses issued on a pro rata basis, which was *Referred to the Committee on Finance*.

Referred -- ESTABLISHMENT OF TAXICAB STAND 599 ON
PORTION OF EAST HURON STREET.

Also, a proposed ordinance to establish taxicab stand 599 on that part of East Huron Street, along the south curb, from a point 20 feet west of the west building line of North Michigan Avenue to a point 100 feet west thereof, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR VARIOUS PURPOSES.

Also, eleven 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:

BICE of Chicago, Incorporated, doing business as BICE Ristorante -- to maintain and use a portion of the public way adjacent to 158 East Ontario Street for a sidewalk cafe;

CPKI Limited, doing business as California Pizza Kitchen -- to maintain and use a portion of the public way adjacent to 414 North Orleans Street for a sidewalk cafe;

Eastgate Associates, doing business as Rue St. Clair Restaurant -- to maintain and use a portion of the public way adjacent to 640 North St. Clair Street for a sidewalk cafe;

El Torito Restaurants, Incorporated, doing business as Guadalaharry's -- to maintain and use a portion of the public way adjacent to 1043 North Rush Street for a sidewalk cafe;

Lawry's, The Prime Rib Restaurant -- to construct, maintain and use a revolving door and outward swings for two hinged doors on a portion of the public way adjacent to 100 East Ontario Street;

Mr. Burton Lewis -- to maintain and use as now constructed a loading device and loading platform on a portion of public way adjacent to 303 West Erie Street;

M.D.J. Corporation, doing business as Zanzibar -- to maintain and use a portion of the public way adjacent to 731 North Dearborn Street for a sidewalk cafe;

MKDG/Hotel Venture -- to maintain and use as now constructed an elevated sidewalk on the south side of East Grand Avenue, and an extension of said elevated sidewalk along West Grand Avenue adjacent to the premises at 111 -- 121 East Grand Avenue;

Moby Nick, Incorporated, doing business as Kronies -- to maintain and use a portion of the public way adjacent to 18 East Bellevue Place for a sidewalk cafe;

Salvador's Mexican Restaurant on Erie, Incorporated, doing business as Salvador's -- to maintain and use a portion of the public way adjacent to 661 North Clark Street for a sidewalk cafe; and

Mr. Clem Stein, Jr. -- to maintain and use a portion of the public way in rear of premises at 74 East Elm Street for parking cars.

Referred-- AMENDMENT TO ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO AMERICAN NATIONAL
BANK, AS TRUSTEE, UNDER TRUST
NUMBER 66353 AT 410 WEST
HURON STREET.

Also, a proposed ordinance to amend a previously passed ordinance which authorized a grant of privilege to American National Bank, as Trustee, under Trust Number 66353, at 410 West Huron Street, by amending the designated grantee to read: "Jessica's Partnership, an Illinois limited partnership, doing business as Scoози", which was *Referred to the Committee on Streets and Alleys*.

Referred-- PERMISSION TO CONDUCT CHARITY EVENT FOR
CEREBRAL PALSEY ON PORTION OF WEST
SUPERIOR STREET.

Also a proposed order to grant permission to Mr. John Abell -- Cairo Night Club, for the

conduct of a charity event for Cerebral Palsey on that part of West Superior Street, from North Wells Street to North Franklin Street on Thursday, June 21, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
NORTH CLEVELAND AVENUE FOR TASTE OF MANIERRE
INTERNATIONAL FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to George Manierre Elementary School/Chicago Public Schools to close to traffic that portion of North Cleveland Avenue, between West Blackhawk Street and West Evergreen Avenue, to conduct a Taste of Manierre International Festival on Friday, June 8, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, seven 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:

Brewer Brothers -- to construct, maintain and use six canopies at 223 West Chicago Avenue;

Chicago HSR Limited Partnership -- to construct, maintain and use eight canopies at 198 East Delaware Street;

Flite Luggage and Repair -- to maintain and use two canopies at 309 West Chicago Avenue;

The Goodman Group, Incorporated -- to maintain and use twenty canopies at 414 North Orleans Street and 351 West Hubbard Street;

JMB/URBAN 900 Development Partners Limited -- to maintain and use sixteen canopies at 900 -- 923 North Rush Street;

Teachers Realty Corporation -- to construct, maintain and use one canopy at 676 North St. Clair Street; and

33 East Cedar Associates -- to maintain and use one canopy at 33 East Cedar Street.

Presented By

**ALDERMAN NATARUS (42nd Ward) And
ALDERMAN EISENDRATH (43rd Ward):**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17,
SECTION 17-4.3 REGULATING SOUND LEVELS
OF RADIOS, TELEVISIONS OR TAPE
PLAYERS ON PUBLIC WAYS.

A proposed ordinance amending Municipal Code Chapter 17, Section 17-4.3 (a) by prohibiting the operation of any radio, television or tape player in any motor vehicle or on any public way at a sound level which allows it to be heard at a distance of ten feet or more, which was *Referred to the Committee on Municipal Code Revision*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- ISSUANCE OF PERMITS FOR LANDSCAPING
AT 301 -- 325 WEST WISCONSIN AVENUE.

A proposed order directing the Commissioner of Public Works to issue the necessary permits to Old Town Triangle Association, to plant flowers and ground cover and to install wrought iron fencing on portion of the public way adjacent to 301 -- 325 West Wisconsin Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR
SPECIAL POLICE EMPLOYED BY UNIVERSITY
OF ILLINOIS.

A proposed ordinance requiring the University of Illinois to pay a ten dollar license fee for each of the special police employed at 836 West Wellington Avenue, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS
FOR SIDEWALK CAFES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the operation of sidewalk cafes at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Java Jive, Limited, doing business as Java Jive -- to maintain and use a portion of the public way adjacent to 909 West School Street; and

Mr. Edward Joseph Krajewski, doing business as Not Just Pasta, Incorporated -- to maintain and use a portion of the public way adjacent to 2965 North Lincoln Avenue.

Referred -- UNITED STATES CONGRESS URGED TO REDUCE
MILITARY SPENDING AND PROVIDE FUNDS FOR
CERTAIN SOCIAL INVESTMENTS.

Also, a proposed resolution urging the Congress of the United States to reduce its military spending to help reduce the risk of nuclear war and to provide additional funds for housing, health care, educational and environmental programs, which was *Referred to the Committee on Economic Development*.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- PERMISSION TO HOLD FARMERS' MARKET
DAYS ON PORTION OF NORTH
CLOVER STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the Department of Consumer Services to conduct Farmers' Market Days in the 4000 to 4100 blocks of North Clover Street each Wednesday during the months of June through October, 1990, with the exception of July 4, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD JEFFERSON PARK
CHAMBER OF COMMERCE SIDEWALK SALE
AT SPECIFIED LOCATIONS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Jefferson Park Chamber of Commerce to conduct a sidewalk sale on both sides of North Milwaukee Avenue, from 4630 to 4955; on West Lawrence Avenue, from 5216 to 5400; on West Higgins Avenue, from 5217 to 5403; and on West Ainslie Street, from 5310 to 5334, during the period of June 15 through June 16, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- PERMISSION TO HOLD OUR LADY OF VICTORY
CHURCH CARNIVAL ON PORTION OF WEST
SUNNYSIDE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Our Lady of Victory Church to hold a carnival on that portion of West Sunnyside Avenue, between North Laramie Avenue and North Lockwood Avenue, for the period extending June 6 through June 10, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING
CANOPY AT 5010 WEST IRVING PARK ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to American Electric Supply Company for the maintenance and use of one canopy attached to the building or structure at 5010 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- WAIVER OF FEES, PENDING LIENS AND PERMIT
CHARGES AGAINST CERTAIN CITY-HELD LOTS TO BE
DEVELOPED BY CHICAGO HOUSING AUTHORITY.

A proposed ordinance directing the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Sewers, the Commissioner of Streets and Sanitation and the Commissioner of Water to waive any outstanding water tap fees, sewer connection fees, pending liens, including demolition liens, and to issue all necessary permits free of charge for certain vacant city-held lots to be purchased by the Chicago Housing Authority for the development of affordable housing for low and moderate income families, which was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases*.

Referred -- WAIVER OF DEMOLITION LIENS AGAINST PROPERTIES
AT 1311 -- 1315 WEST LELAND AVENUE AND 4654 -- 4656
NORTH MALDEN AVENUE.

Also, a proposed order directing the Chicago City Council to waive all demolition liens against property located at 1311 -- 1315 West Leland Avenue and 4654 -- 4656 North Malden Avenue, recorded in Case No. 81-M-170001, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred-- PERMISSION TO HOLD SAINT MATTHIAS CHURCH
CARNIVAL ON PORTION OF NORTH
CLAREMONT AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Reverend Thomas McHugh to hold the Saint Matthias Church carnival on that portion of North Claremont Avenue, from a point north of West Ainslie Street to the parish parking lot, for the period extending June 5, 1990 through June 11, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred-- INSTALLATION OF ALLEY LIGHT BEHIND
4828 NORTH KENMORE AVENUE.

A proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 4828 North Kenmore Avenue, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN M. SMITH (48th Ward) And
ALDERMAN SCHULTER (47th Ward):**

Referred-- AMENDMENT OF VARIOUS ARTICLES OF MUNICIPAL
CODE CHAPTER 194A (CHICAGO ZONING ORDINANCE)
BY REGULATING FLOOR AREA RATIOS WITHIN
CERTAIN ZONING DISTRICTS.

A proposed ordinance to amend Municipal Code Chapter 194A, also known as the Chicago

Zoning Ordinance, Articles 7.6-3 through 7.6-8 (General Residence Districts); Articles 8.5-1 through 8.5-7 (Business Districts); Articles 9.5-1 through 9.5-3 (Commercial Districts) and Articles 10.12-1 and 10.12-2 (Manufacturing Districts) by regulating the maximum floor area ratios in those zoning districts which are adjacent to the lake and lakefront parks, which was *Referred to the Committee on Zoning.*

Referred -- COMMITTEE ON BEAUTIFICATION AND RECREATION,
CHICAGO LAKEFRONT SUBCOMMITTEE, URGED TO HOLD
HEARINGS ON DESIGNATION OF LAKEFRONT
ZONING DISTRICT.

Also, a proposed resolution directing the Chicago Lakefront Subcommittee of the Committee on Beautification and Recreation to hold joint hearings and investigations with the Committee on Zoning concerning an amendment to Municipal Code Chapter 194B, Section 104(b) 5.3, also known as the Lakefront Protection Ordinance, which would redesignate those properties located in the area defined as the "public use zone" to a new Lakefront Zoning District and to report to the City Council its findings and conclusions relative to said Lakefront Zoning District and any further recommendations regarding lakefront uses, which was *Referred to a Joint Committee composed of the members of the Committee on Beautification and Recreation and the members of the Committee on Zoning.*

Referred -- COMMITTEE ON BEAUTIFICATION AND RECREATION
SUBCOMMITTEE ON CHICAGO LAKEFRONT URGED TO
CONTINUE HEARINGS FOR IMPROVEMENT STUDY
OF CHICAGO SHORELINE.

Also, a proposed resolution directing the Committee on Beautification and Recreation Subcommittee on the Chicago Lakefront to continue to conduct hearings and investigations regarding costs and methods for maintenance and enhancement of the Chicago shoreline and to work in conjunction with other agencies to determine available funding sources, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- CHICAGO PLAN COMMISSION CALLED UPON TO REVIEW
MUNICIPAL CODE CHAPTER 194B (LAKEFRONT PROTECTION
ORDINANCE) REGARDING POLICIES IN
PRIVATE USE ZONE.

Also, a proposed resolution directing the Chicago Plan Commission to review Municipal Code Chapter 194B, also known as the Lakefront Protection Ordinance; to study and assess development in the Private Use Zone; to determine the extent to which concepts and principles of shoreline protection and private use development have been achieved; to determine if further guidelines are necessary to achieve the fourteen basic policies of the Lakefront Protection Ordinance; and to report any recommendation to the Mayor and the City Council Subcommittee on Chicago Lakefront, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN M. SMITH (48th Ward) And OTHERS:

Referred -- CHICAGO POLICE DEPARTMENT DIRECTED TO
MAINTAIN SEPARATE CRIME STATISTICS FOR EACH
CHICAGO PARK DISTRICT PROPERTY.

A proposed resolution presented by Aldermen M. Smith, Bloom, Steele, Gutierrez, E. Smith, Davis, Eisendrath, Hansen, Shiller, Schulter and Orr requesting that the Chicago Police Department maintain separate statistics pertaining to incidents of crime on the grounds, beaches and facilities of the Chicago Park District on a park-by-park basis, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN STONE (50th Ward):

BUILDINGS DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings located at 6415 North Ridge Avenue (unoccupied) and 6423 North Ridge Avenue (unoccupied) are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; now, therefore,

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

SECTION 1. The buildings located at 6415 North Ridge Avenue (unoccupied) and 6423 North Ridge Avenue (unoccupied) are declared a public nuisance and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

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

Alderman Stone 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 Stone, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Referred -- INSTALLATION OF STREET LIGHT ON PORTION
OF NORTH SEELEY AVENUE.

Also, a proposed order directing the Commissioner of Public Works to install a street light on the west side of North Seeley Avenue, approximately 55 feet north of West Hood Avenue (Granville Courts), which was *Referred to the Committee on Finance*.

5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION AND WATER RATE
EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen

named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN VRDOLYAK (10th Ward):

Catholic Archdiocese of Chicago/Our Lady of Guadalupe School -- for installation of boiler on the premises known as 9050 South Burley Avenue.

BY ALDERMAN KRYSTYNIAK (23rd Ward):

Rapid Transit Authority -- for electrical installations on the premises known as the Southwest Transit Stations.

BY ALDERMAN ROTI for ALDERMAN BUTLER (27th Ward):

Cook County Hospital -- for construction of a building on the premises known as 1835 West Harrison Street.

BY ALDERMAN LAURINO (39th Ward):

Northeastern University -- for electrical work on the premises known as 5500 North St. Louis Avenue.

Northeastern University Day Care Center -- for electrical work on the premises known as 5500 North St. Louis Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Our Savior Lutheran Church of Norwood Park -- for handicapped access lift on the premises known as 6035 North Northcott Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

DePaul University -- for renovations to the sanctuary on premises known as 2358 North Sheffield Avenue and for renovations to Seton Hall on premises known as 2425 North Sheffield Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN T. EVANS (4th Ward):

44th Street Church of God, 552 East 44th Street.

Hyde Park Neighborhood Club/Day Care Center, 5480 South Kenwood Avenue.

BY ALDERMAN BLOOM (5th Ward):

Maranatha Youth Ministries, 1631 East 71st Street.

Sinai Nursery School and Kindergarten, 1720 East 54th Street.

BY ALDERMAN STEELE (6th Ward):

New Concept Development Center, 7524 South Cottage Grove Avenue.

Topsy Turby Nursery, 723 East 75th Street.

BY ALDERMAN VRDOLYAK (10th Ward):

Young Men's Christian Association of Metropolitan Chicago, South Chicago Young Men's Christian Association Day Care Center, 3039 East 91st Street.

BY ALDERMAN STREETER (17th Ward):

Accounters Community Center Day Care Center, 1155 West 81st Street.

Englewood Manor/Day Care Center, 7730 -- 7732 South Halsted Street.

Zion Hill Community Services/Day Care Center, 1460 West 78th Street.

BY ALDERMAN BIALCZAK (30th Ward):

Lambs of the Fold Preschool and Day Care Center, 5110 West Diversey Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Wings Preschool, Incorporated, 6337 West Cornelia Avenue.

BY ALDERMAN LAURINO (39th Ward):

North Park Church Nursery School, 5250 North Christiana Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

Moody Church Early Childhood Day Care Center, 1609 North LaSalle Street.

BY ALDERMAN HANSEN (44th Ward):

Resurrection Lutheran Church Pre-School, 1050 West School Street.

BY ALDERMAN STONE (50th Ward):

Northwest Play School/Day Care Center, 6015 North Francisco Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN VRDOLYAK (10th Ward):

Catholic Archdiocese/Our Lady of Guadalupe Church, 3208 East 91st Street -- annual building inspection fee.

BY ALDERMAN HUELS (11th Ward):

Boys and Girls Club/Valentine Unit, 3400 South Emerald Avenue -- boiler and unfired pressure vessel inspection fee.

BY ALDERMAN KELLAM (18th Ward):

McKinley Community Services, 7933 -- 7943 South Western Avenue -- annual mechanical ventilation inspection fee.

McKinley Community Services, 7933 -- 7943 South Western Avenue -- annual warm air inspection fee.

McKinley Community Services, 7933 -- 7943 South Western Avenue -- annual furnace inspection fee.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, 551 West Grant Place -- manhole.

BY ALDERMAN STONE (50th Ward):

Child Development Center, 3033 West Touhy Avenue -- annual mechanical ventilation inspection fee.

WATER RATE EXEMPTIONS:

BY ALDERMAN LANGFORD (16th Ward):

Greater Mount Vernon Baptist Church, 6430 South Harvard Avenue.

BY ALDERMAN KELLAM (18th Ward):

New Holy Ghost Tabernacle Church, 8457 -- 8459 South Racine Avenue.

BY ALDERMAN SOLIZ (25th Ward):

Jerusalem Temple, 1821 South Racine Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

Holy Resurrection Church, 3062 West Palmer Street.

Serbian Orthodox Church, 3070 West Palmer Street.

BY ALDERMAN GILES (37th Ward):

Northwest Institute for Contemporary Learning, 5108 West Division Street.

Northwest Institute, 5118 West Division Street.

WAIVER OF FEES:

BY ALDERMAN STEELE (6th Ward):

9600 South Calumet Block Club -- waiver of electrical permit fees for installation of residential post lights.

BY ALDERMAN EISENDRATH (43rd Ward):

Anixter Rehab Center, 2032 North Clybourn Avenue -- waiver of sign fee.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (April 6, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 6, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

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

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 April 6, 1990, pages 13783 and 13787 through 13790, recommending that the City Council pass a proposed ordinance amending Chapters 185 and 185.1 of the Municipal Code by imposing a penalty on late water and sewer charge payments when such charges are not timely paid.

Alderman Burke then moved to suspend the rules temporarily for the purpose of considering an amendment, previously considered and passed by the Finance Committee, exempting senior citizens from the imposition of a penalty for late payments of water bills.

Alderman T. Evans requested a roll call on the motion to suspend the rules. The clerk called the roll and the motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Bloom, Huels, Fary, Burke, Langford, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Bialczak, Mell, Austin, Kotlarz, Banks, Laurino, Pucinski, Natarus, Hansen, Levar, Stone -- 22.

Nays -- Aldermen Tillman, T. Evans, Steele, Caldwell, Shaw, Henry, E. Smith, Davis, Giles, Shiller -- 10.

Thereupon, Alderman Burke moved to *Defer* consideration of the said proposed ordinance to the next regular meeting of the City Council. The motion *Prevailed* by a viva voce vote.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A,
ARTICLE 5.7-2 BY FURTHER REGULATING
DIVISION OF ZONING LOTS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 6, 1990, pages 14040 through 14042, recommending that the City Council pass a proposed ordinance amending Municipal Code Chapter 194A, Article 5.7-2 by further regulating the division of zoning lots.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, 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:

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) 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.

AMENDMENT OF CHICAGO ZONING ORDINANCE TO
RECLASSIFY AREA SHOWN ON
MAP NUMBER 7-H.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 6, 1990, pages 14042 through 14104, recommending that the City Council pass a proposed ordinance printed on pages 14089 through 14097, amending the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 7-H.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 42.

Nays -- None.

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

Alderman Natarus was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

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 the Chicago and Northwestern Railroad.
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 and 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 areas and any potential uses for the surrounding areas 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 as any 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 15155 through 15157 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential-Business Planned 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:	
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):**

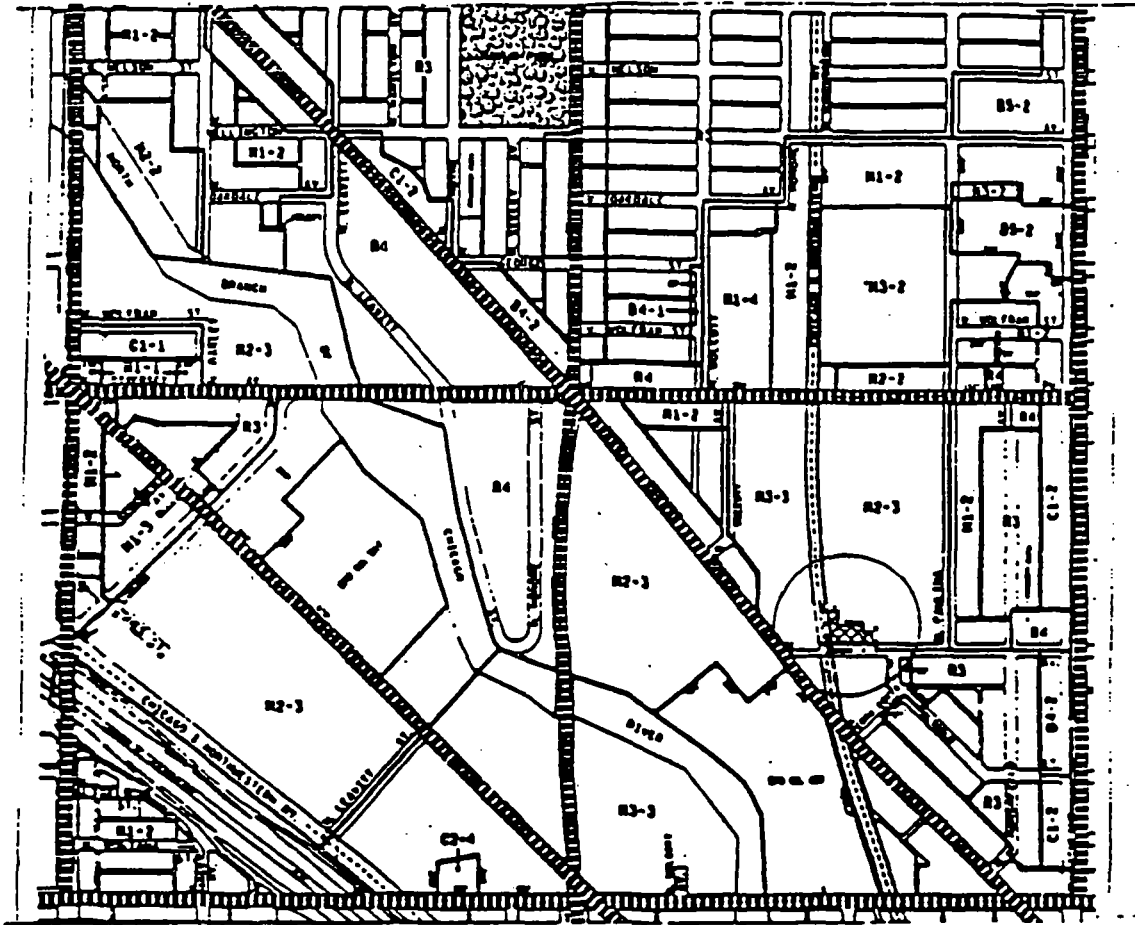
+ 44 feet to top of parapet plus
8 feet for roof deck access.

**CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.**




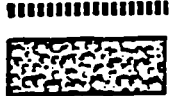
On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 6, 1990, pages 14042 through 14089 and 14098 through 14104, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

(Continued on page 15158)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

-  RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  PARKS AND PLAYGROUNDS

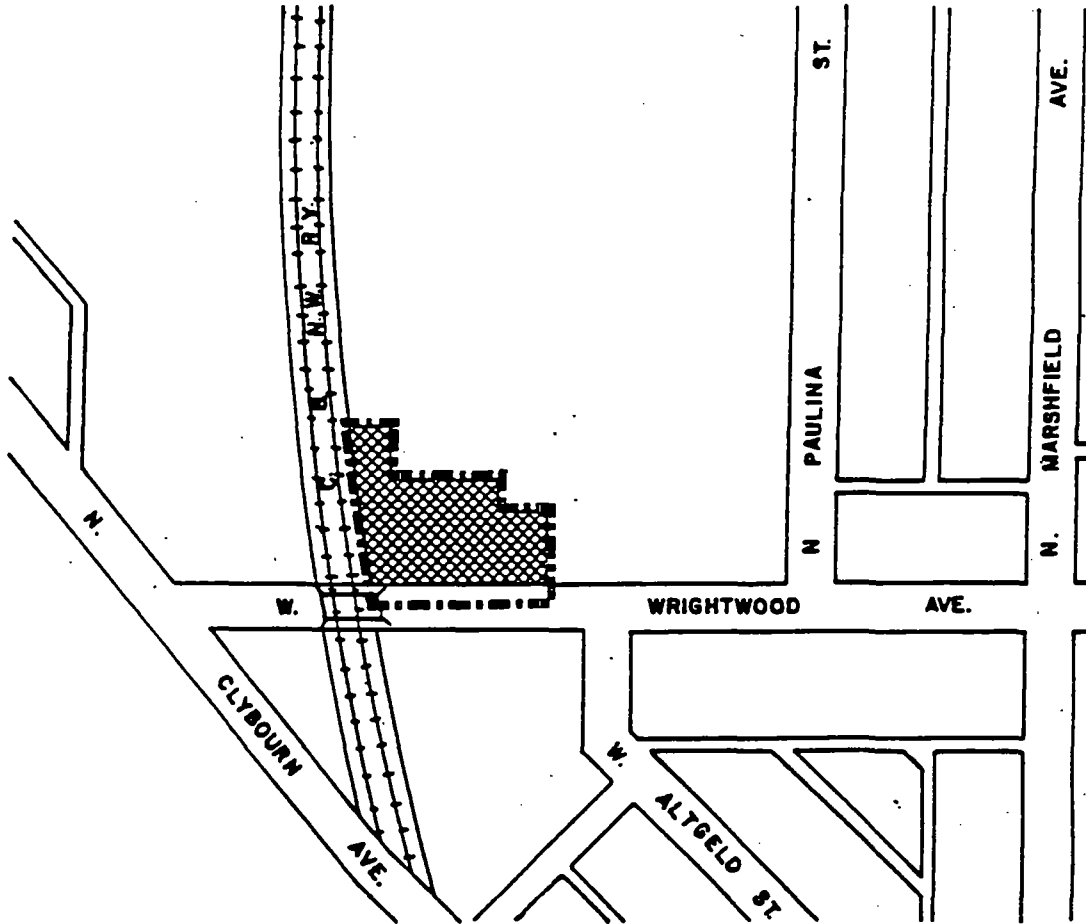


APPLICANT: BERNARD I. CITRON AS ATTORNEY
RONALD B. SHIPKA, DEVELOPER

DATE: November 15, 1989

REVISED: March 6, 1990

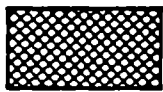
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



LEGEND



PLANNED DEVELOPMENT BOUNDARY



40 UNITS ; OFFICES, BUSINESS OR PROFESSIONAL;
LIMITED BUSINESS OPERATIONS, OFF-STREET
PARKING, AND OTHER ACCESSORY USES.



APPLICANT: BERNARD I. CITRON AS ATTORNEY
RONALD B. SHIPKA, DEVELOPER

DATE: November 15, 1989

REVISED: March 6, 1990

(Continued from page 15154)

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinances as passed read as follows (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 District and Central Area Parking Planned Development 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 feet 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 15166 through
15169 of this
Journal.]

Use and Bulk Regulations and Data, as amended, attached to this Plan of Development reads as follows:

*Business Planned Development**Plan Of Development**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 square feet = 60,724 square feet + 36,566.41 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:

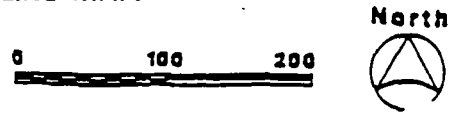
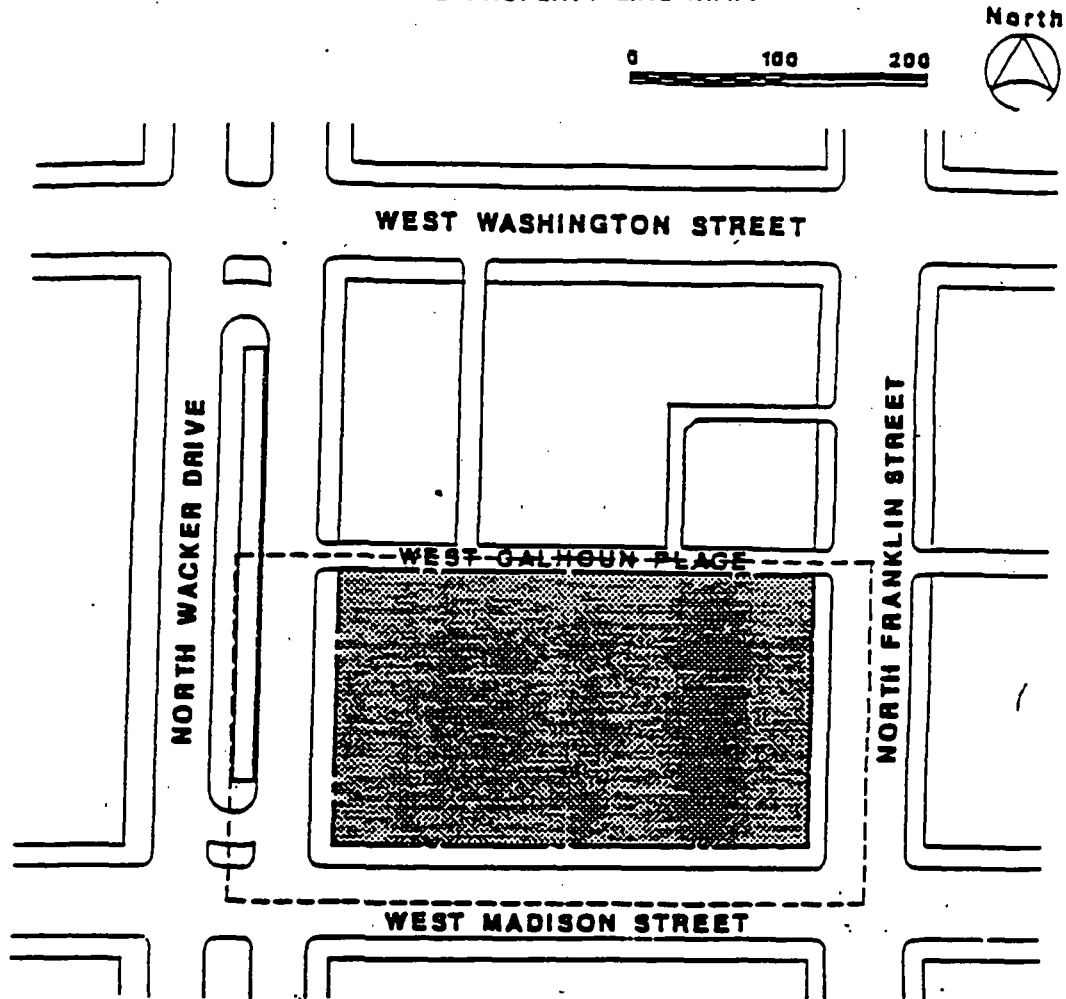
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by:

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,



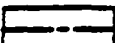
to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

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

BOUNDARY AND PROPERTY LINE MAP.

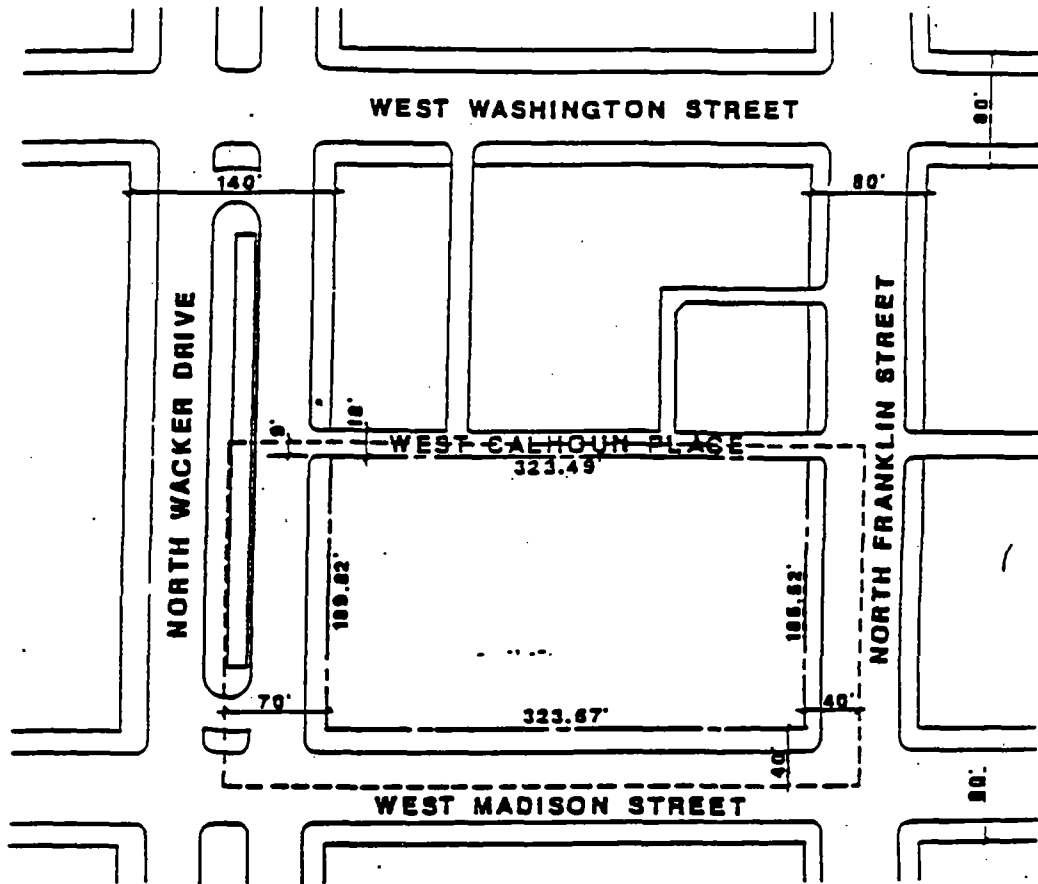


APPLICANT: E. M. Walker Company, Inc.
 One North Wacker Drive
 Suite 200
 Chicago, Illinois 60606

	General Business Uses
	Planned Development Bounds
	Property Line

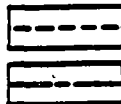
DATE: November 29, 1989

PROPERTY LINE AND RIGHT-OF-WAY
ADJUSTMENTS MAP



APPLICANT:

H. M. Walker Company, Inc.
 One North Wacker Drive
 Suite 200
 Chicago, Illinois 60606

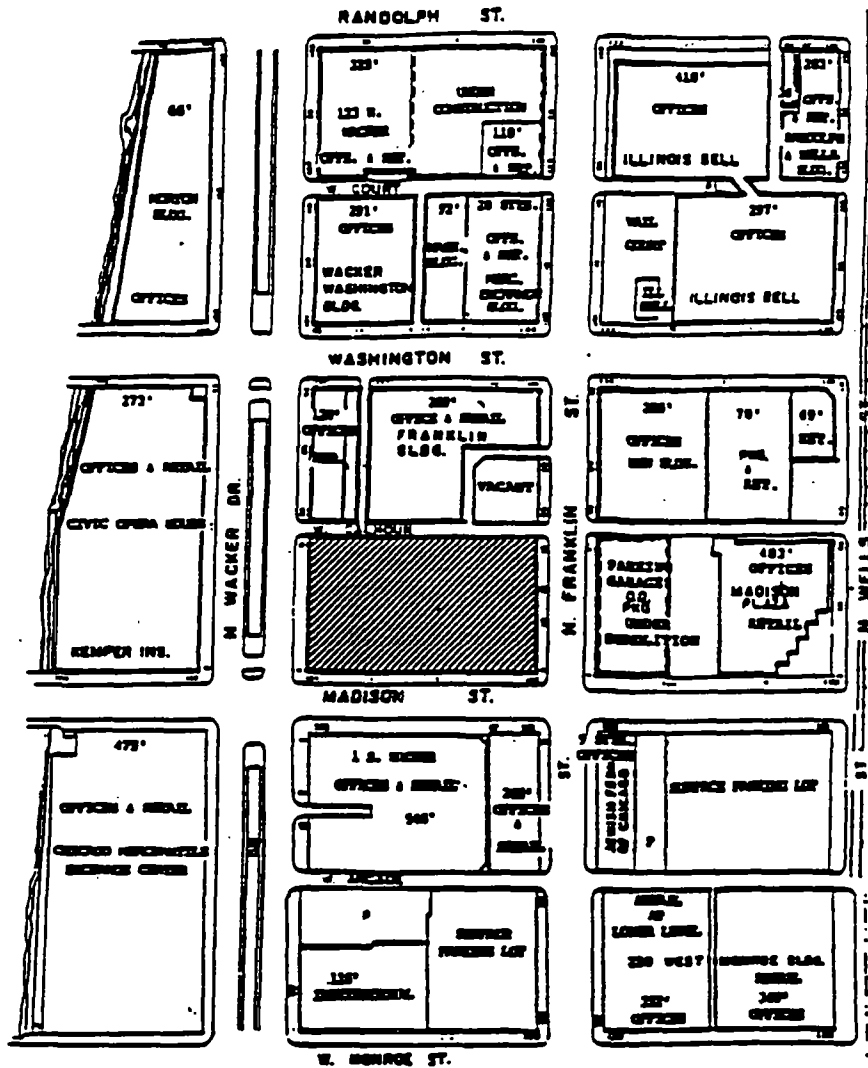


Planned Development Bound

Property Line

DATE: November 29, 1989

EXISTING LAND USE MAP.



SUBJECT PROPERTY

Applicant: E. 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

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; and 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; and 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 furnishings, 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 is subject to such additional increases in height as may be determined to be necessary by 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 15186 through 15197 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 signs 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 aforestated 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.

Net Site Area <u>Square Feet</u> Acres	General Description Of Land Use	Maximum F.A.R.	Maximum Percent Of Site Coverage At Plaza Level
<u>349,398</u> 8.02	Permitted uses authorized by the C3-6 Commercial- Manufacturing District of the Chicago Zoning Ordinance,	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.

Net Site Area	General	Maximum	Maximum
<u>Square Feet</u>	Description	F.A.R.	Percent Of
Acres	Of Land Use		Site Coverage
			At Plaza Level

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.

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,

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:

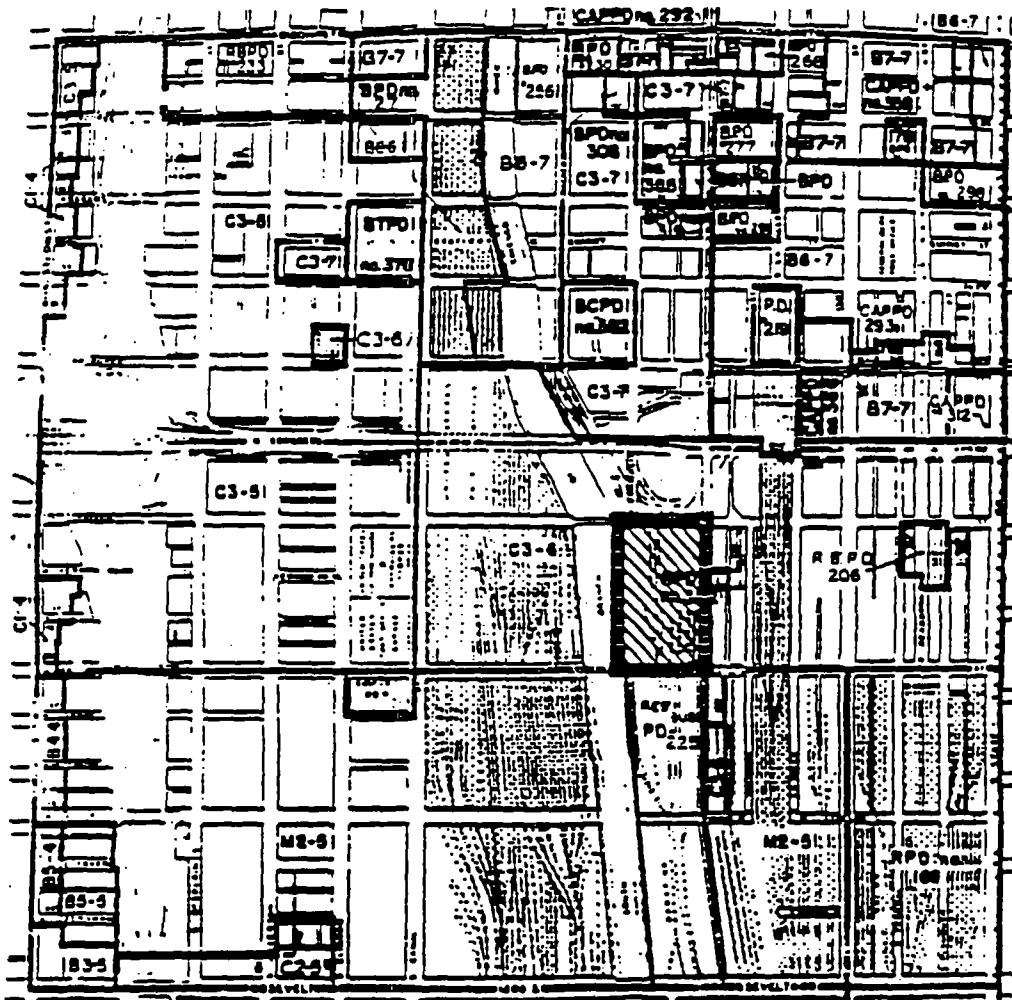
SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District and B7-6 General Central Business District symbols and indications as shown on Map No. 4-E in the area bounded by:

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;

(Continued on page 15198)

BUSINESS COMMERCIAL PLANNED DEVELOPMENT
EXISTING ZONING PREFERENTIAL STREET MAP



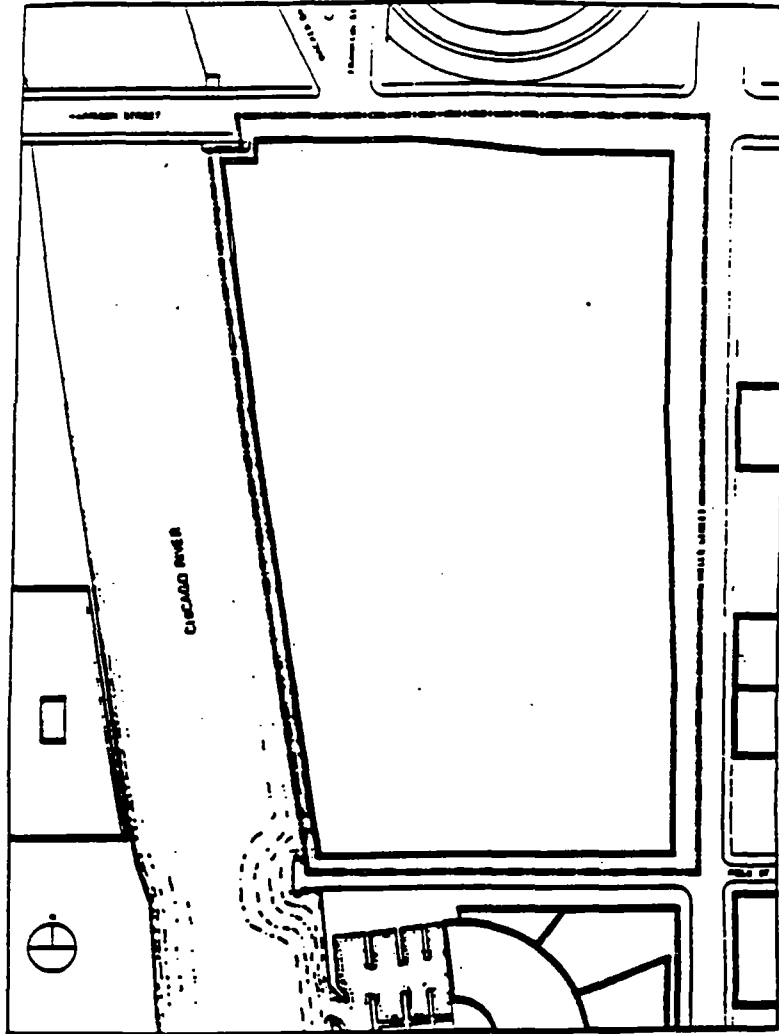
APPLICANT: Franklin Point, Inc.
 One James Center
 Richmond, Virginia 23219



SUBJECT PROPERTY

DATE: July 18, 1989

PROPERTY LINE AND PLANNED DEVELOPMENT
BOUNDARY MAP

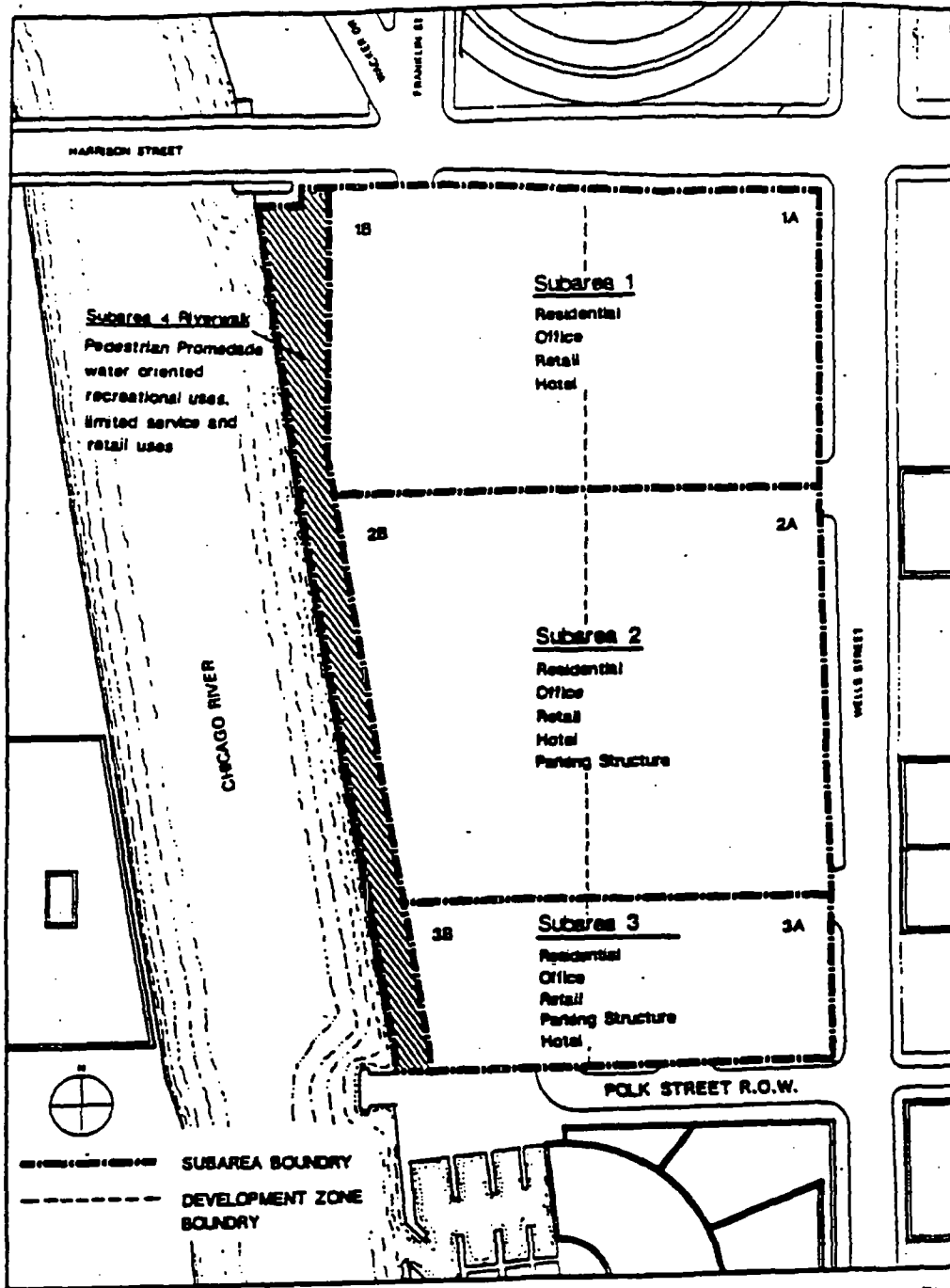


APPLICANT: Franklin Point, Inc.
One James Center
Richmond, Virginia 23219

DATE: July 18, 1989

————— PROPERTY LINE
- - - - - PLANNED DEVELOPMENT
BOUNDARY

GENERALIZED LAND USE PLAN

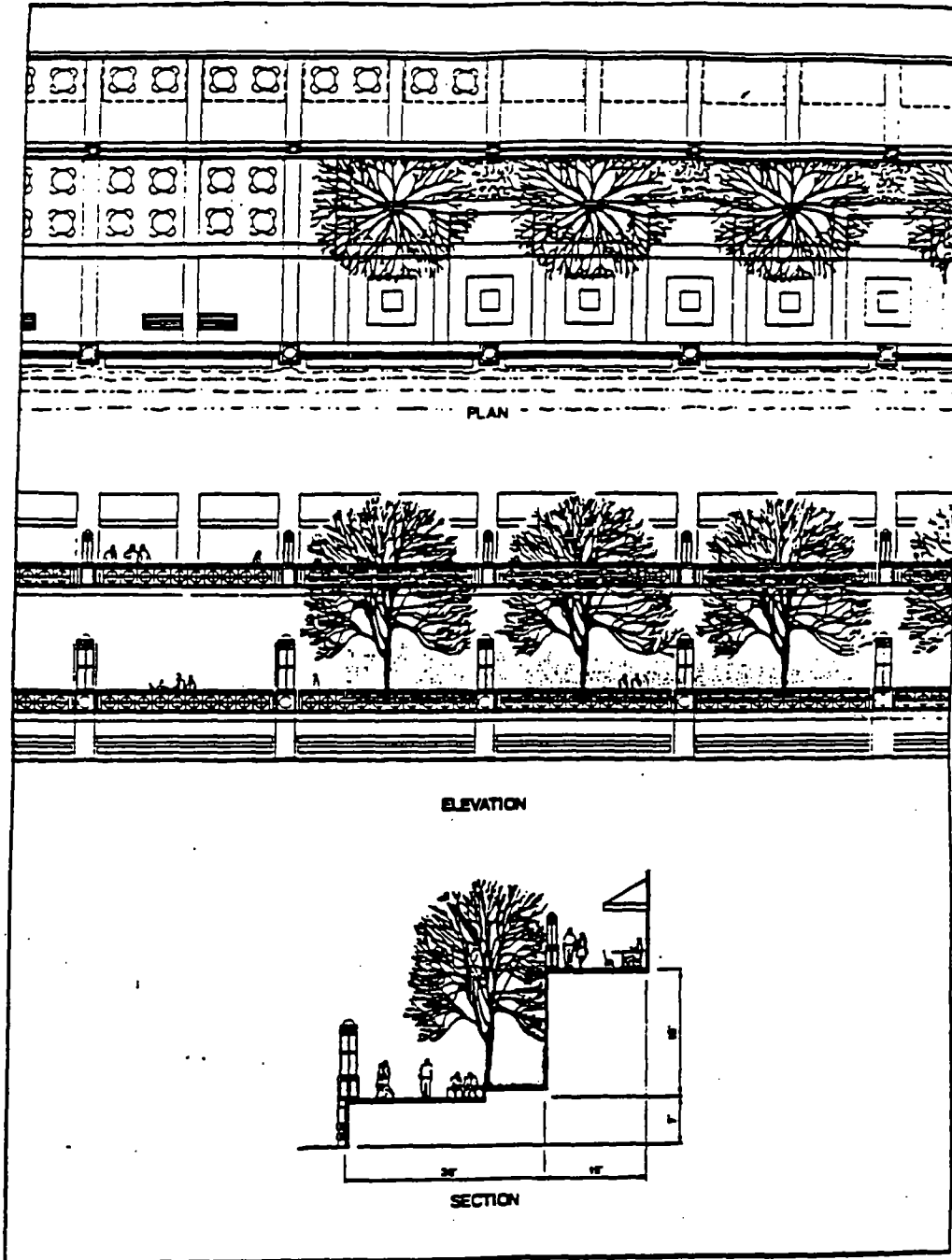


FRANKLIN POINT
 Franklin Point Inc., a Subsidiary of CSX Realty

Generalized Land Use Plan
 Argus Real Estate Partners, Lohan Associates

February 8, 1990

TYPICAL RIVERWALK PLAN, ELEVATION & SECTION

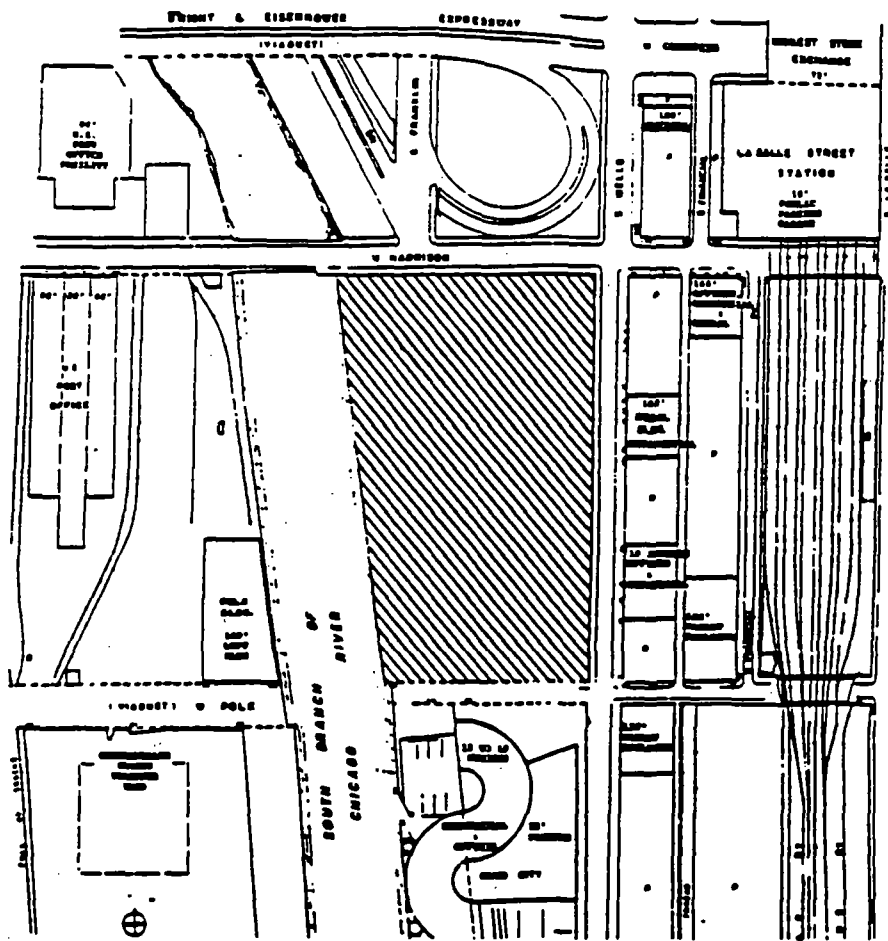


FRANKLIN POINT
Franklin Point Inc., a Subsidiary of CSX Realty

Typical Riverwalk Plan, Elevation & Section
Argus Real Estate Partners, Lohan Associates

February 8, 1990

EXISTING LAND USE MAP



APPLICANT: Franklin Point, Inc.
 One James Center
 Richmond, Virginia 23219

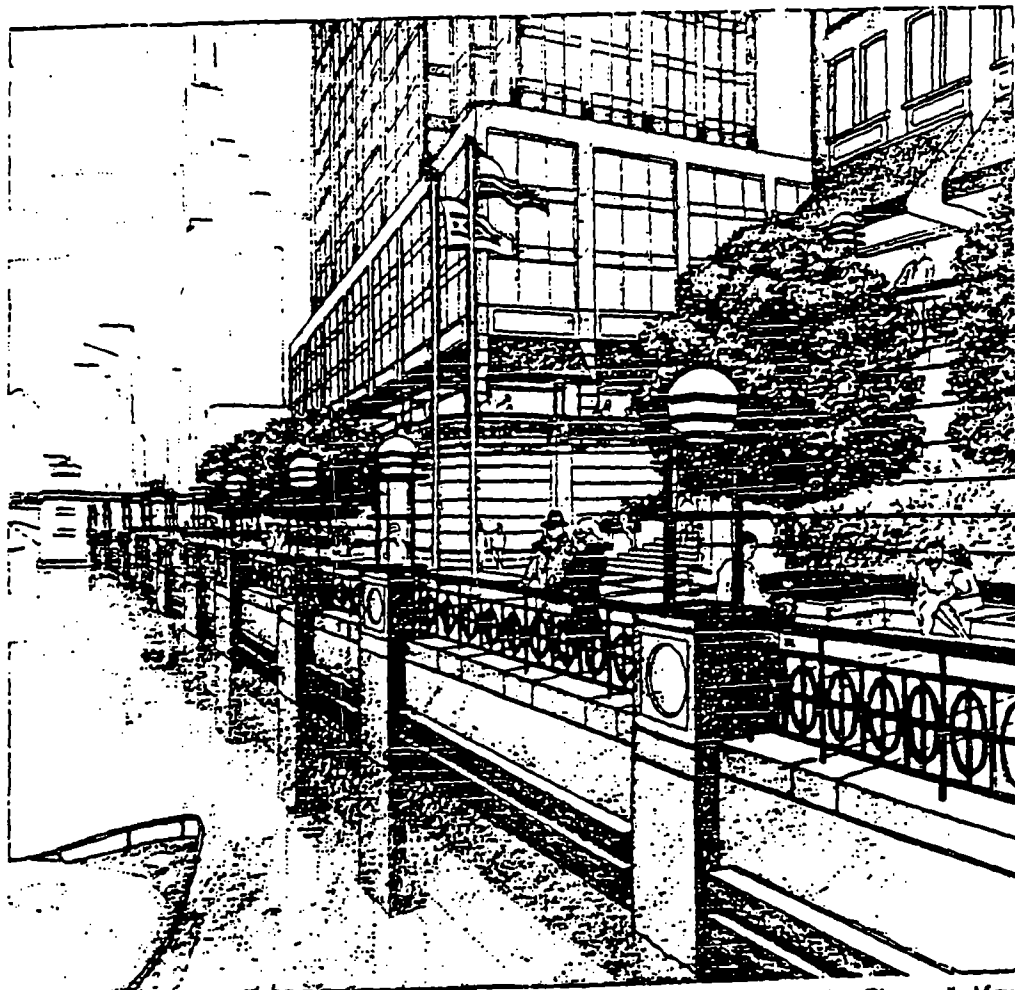
DATE: July 18, 1989



SUBJECT PROPERTY

P = PUBLIC PARKING LOT

ILLUSTRATIVE RIVERWALK VIEW



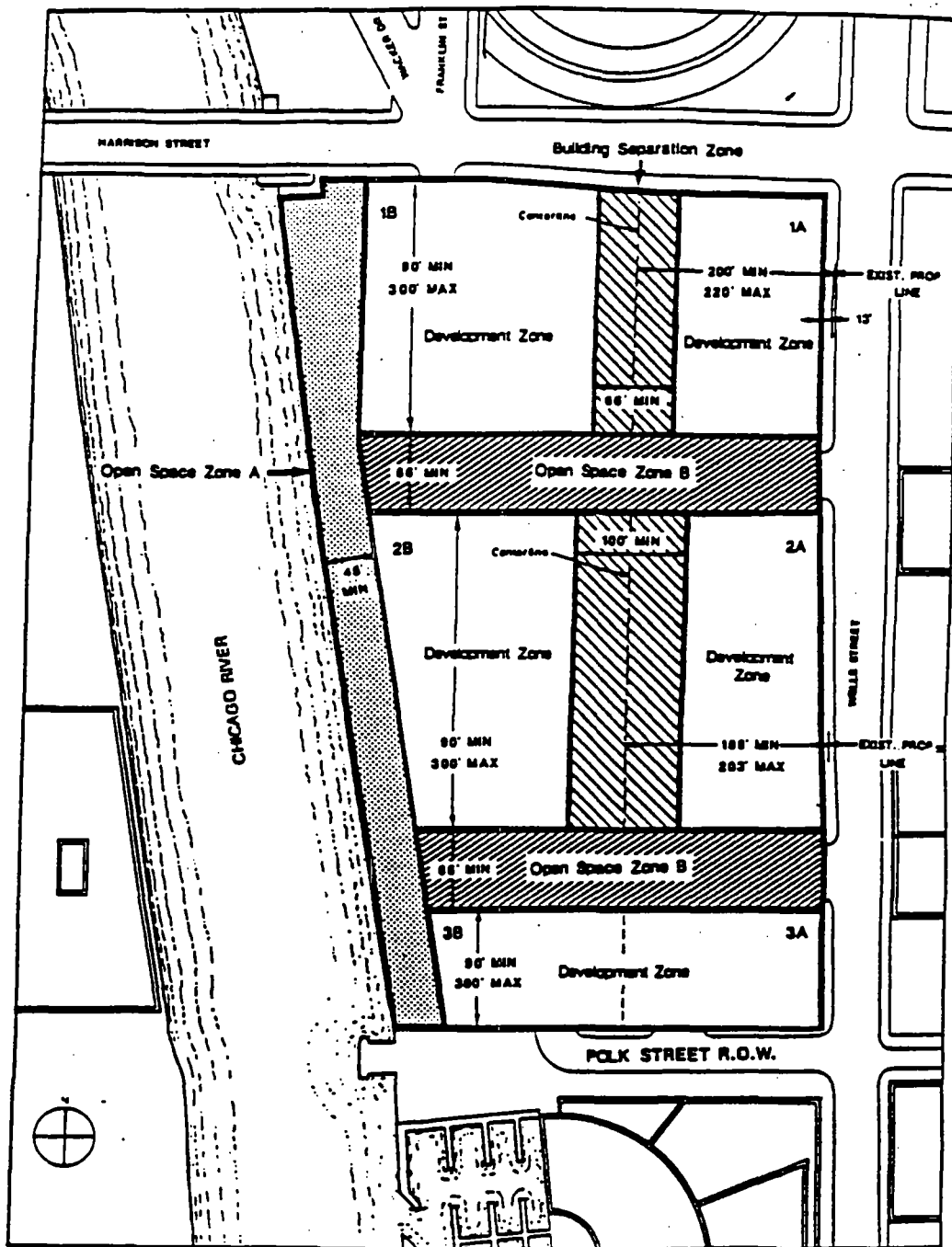
FRANKLIN POINT

Franklin Point Inc., a Subsidiary of CSX Realty

Illustrative Riverwalk View

Argus Real Estate Partners, Lohan Associates

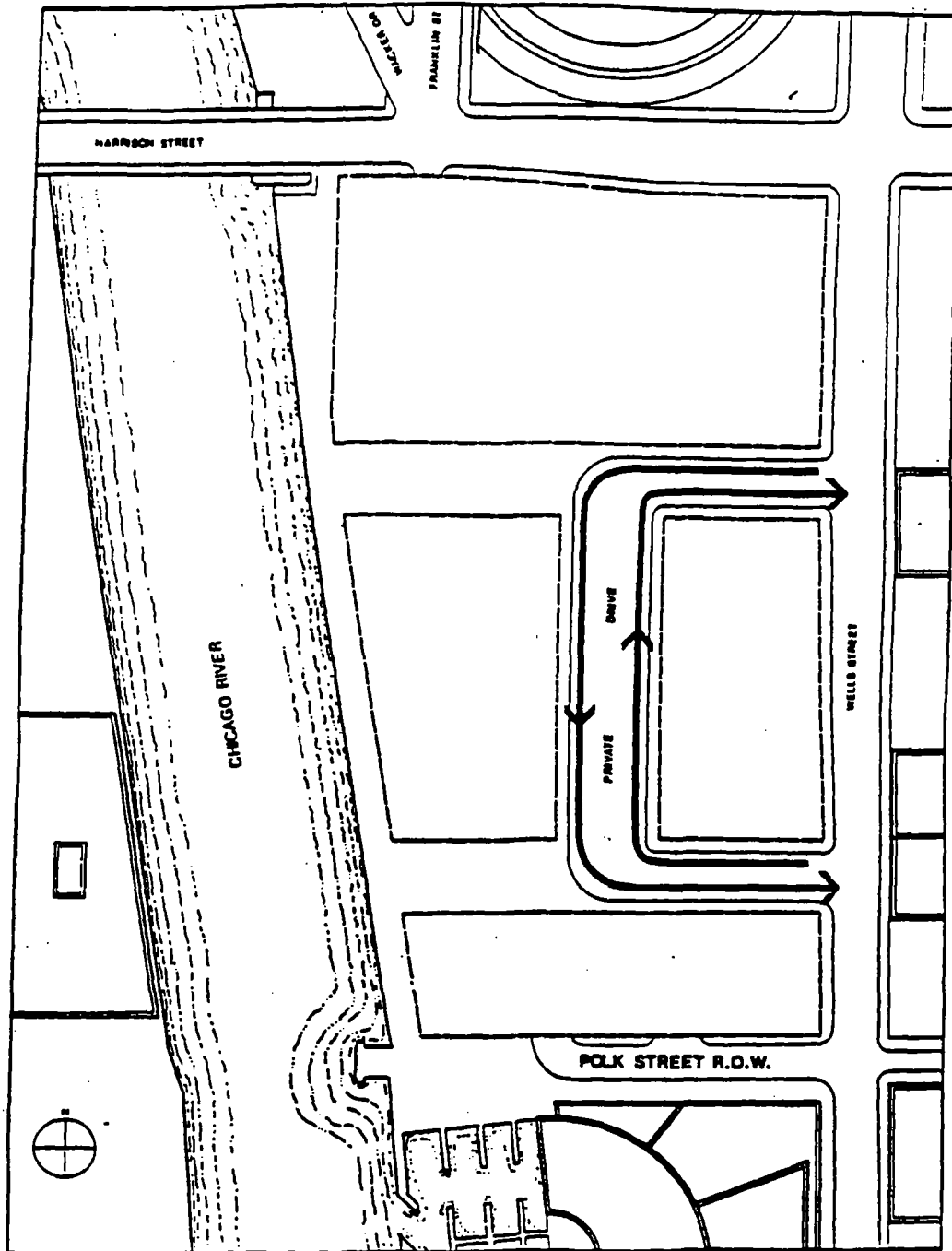
OPEN SPACE/BUILDING SEPARATION PLAN



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



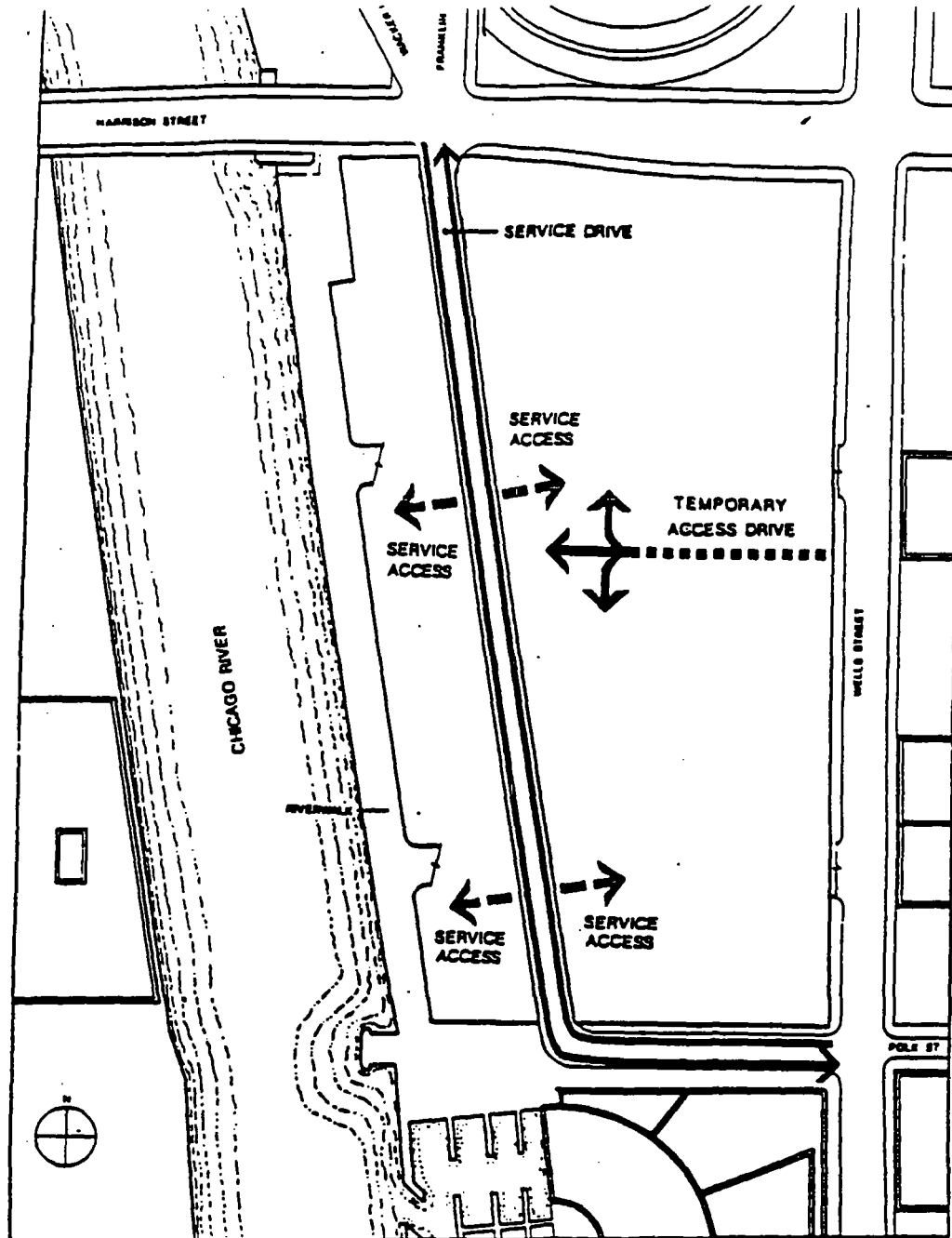
FRANKLIN POINT

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

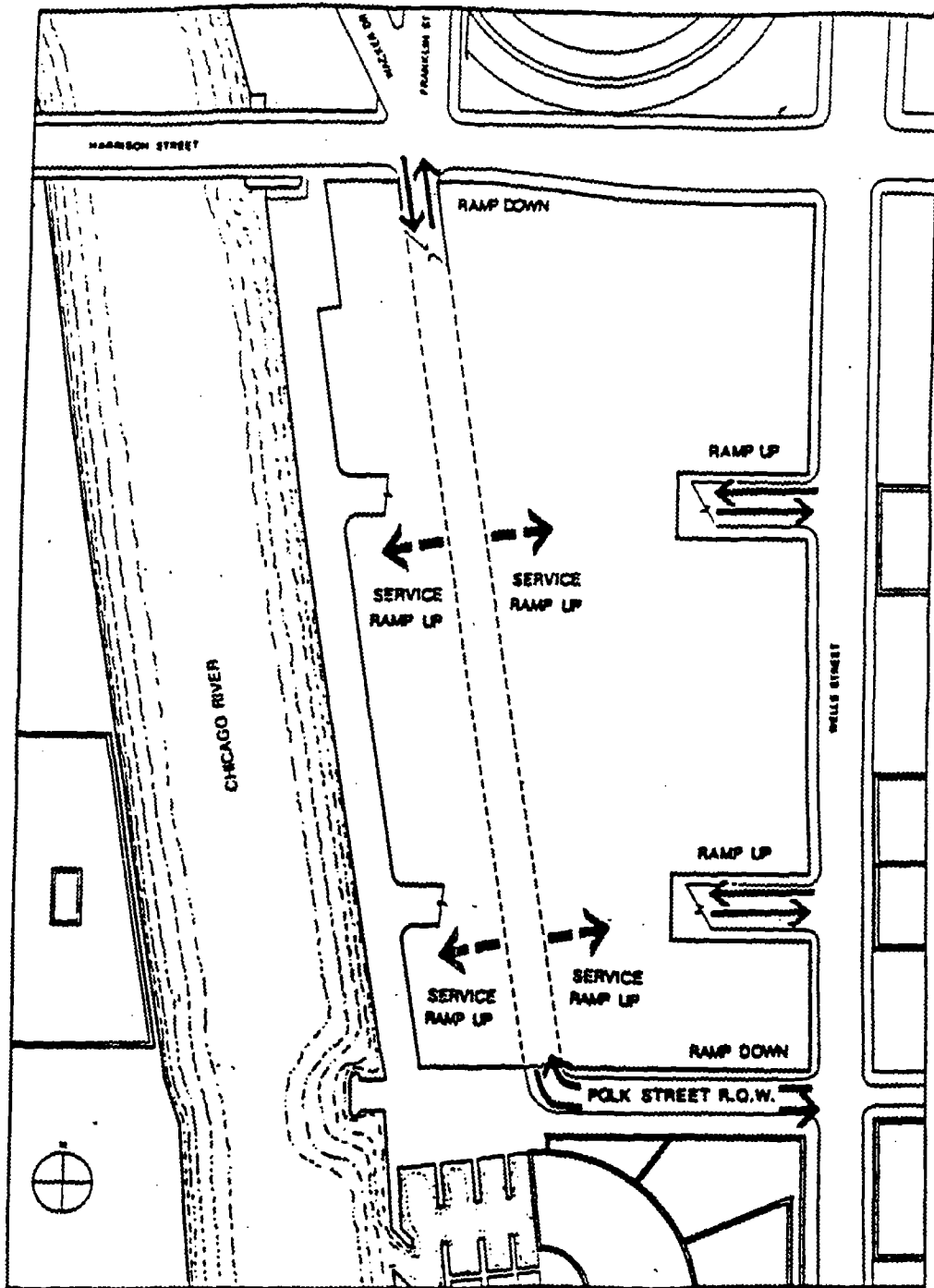
Lower Level Vehicular Circulation and Service Plan

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

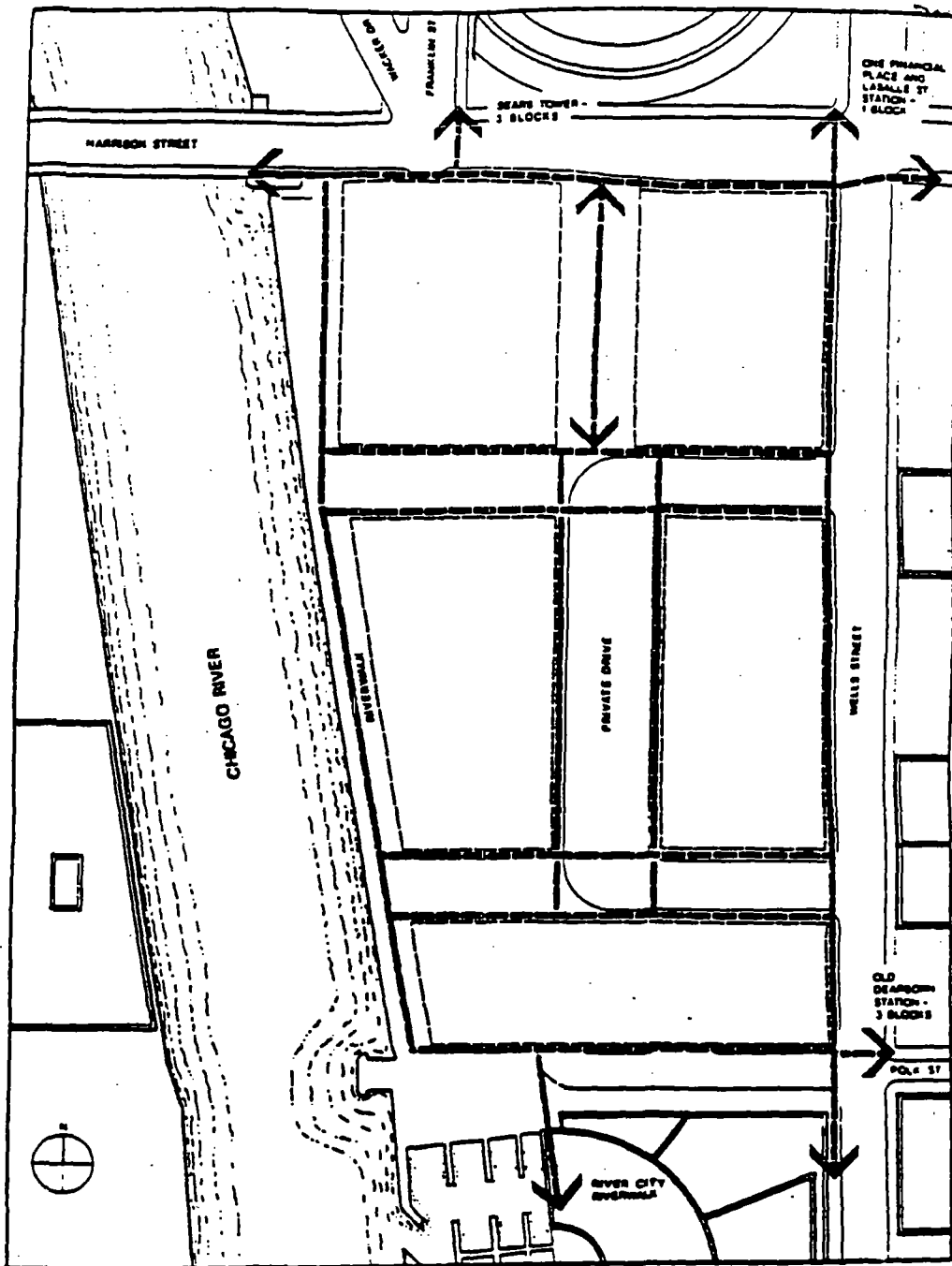
Mezzanine Level Vehicular Circulation and Service Plan

Franklin Point Inc., a Subsidiary of CSX Realty

Argus Real Estate Partners, Lohan Associates

February 8, 1990

PEDESTRIAN CIRCULATION PLAN

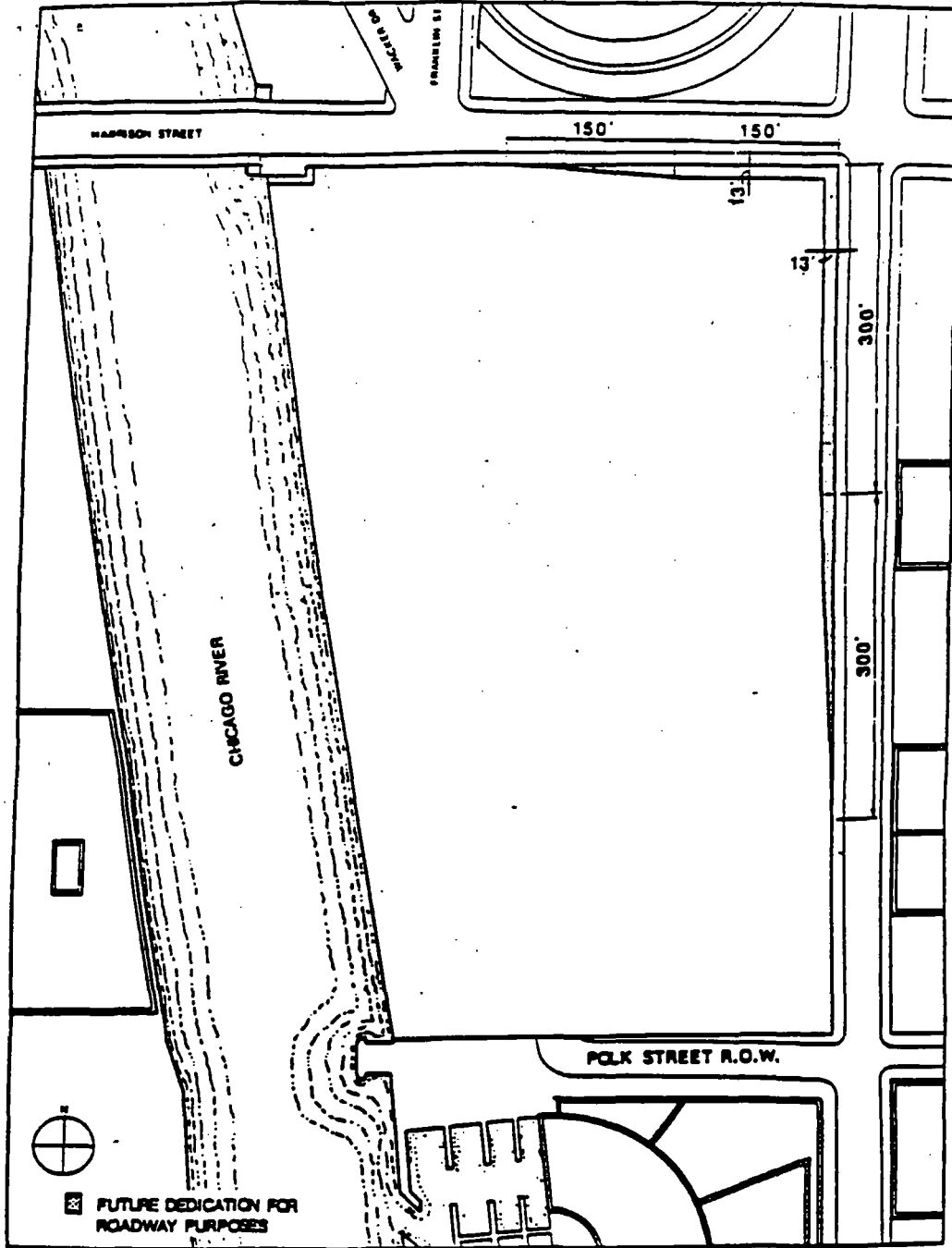


FRANKLIN POINT
 Franklin Point Inc., a Subsidiary of CSX Realty

Pedestrian Circulation Plan
 Argus Real Estate Partners, Lorin Associates

February 8, 1990

ROADWAY DEDICATION



FRANKLIN POINT

Franklin Point Inc., a Subsidiary of CSX Realty

February 8, 1990

Roadway Dedication Plan

Argus Real Estate Partners, Lohan Associates

(Continued from page 15185)

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 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 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-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.

*Failed To Pass -- AMENDMENT OF CHICAGO ZONING
ORDINANCE TO RECLASSIFY AREA SHOWN ON
MAP NUMBER 7-N.
(APPLICATION NUMBER 10603)*

(Adverse Committee Recommendation)

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 6, 1990, pages 14104 through 14106, recommending that the City Council do not pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map No. 7-N (Application No. 10603).

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance which failed to pass:

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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

The Honorable Aglimantas Blazys, Deputy Health Minister of Lithuania, accompanied by five guests;

Eighteen members of the 9th District Police Explorers;

Twenty-five students from Gloria Dei Lutheran School;

Thirteen students from Wheaton High School; and

Twelve students from Live and Learn Academy.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty-fifth (25th) day of April, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the sixteenth (16th) day of May, 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, Tillman, T. Evans, Bloom, Steele, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 16, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.

