

**COPY**



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

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**Regular Meeting--Tuesday, July 31, 1990**

**at 10:00 A. M.**

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

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**OFFICIAL RECORD.**

**RICHARD M. DALEY**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Meeting.

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

*Absent* -- Aldermen Steele, Vrdolyak, Giles.

Alderman E. Smith noted that Alderman Giles was absent due to an automobile accident.

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### Call To Order.

On Tuesday, July, 31, 1990 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Streeter, Kellam, Troutman, Garcia, Krystyniak, Davis, Bialczak, Figueroa, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Orr, Stone -- 29.

Quorum present.

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### Invocation.

Reverend Eugene Cherry, Pastor of Christian Youth Baptist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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**TRIBUTE TO LATE POLICE SERGEANT JOHN P. GIBBONS.**

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

**OFFICE OF THE MAYOR  
CITY OF CHICAGO**

July 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the memory of Sergeant John P. Gibbons, a Chicago police officer who courageously broke new ground for the handicapped.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

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

Alderman Levar 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, Sergeant John P. Gibbons, a Chicago police officer who courageously broke new ground for the handicapped, passed away Monday, July 16, 1990, at the age of forty-eight; and

WHEREAS, Sergeant Gibbons refused to let his handicap keep him from his duties and overcame many obstacles in his quest to become a sergeant; and

WHEREAS, His most daunting obstacle was Lou Gehrig's disease, which he suffered from and which eventually confined him to a wheelchair; and

WHEREAS, Despite this, Sergeant Gibbons fought the Police Department for his right to serve Chicagoans to the best of his abilities and was eventually promoted to the rank of sergeant; and

WHEREAS, Sergeant Gibbons' courage and commitment during a very trying and debilitating illness should serve as an example and an inspiration to all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Sergeant John P. Gibbons for his personal strength and his tireless dedication to his job, and do hereby extend our sincerest condolences to his wife, Margaret, and two daughters, Anna and Bridget; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Sergeant John P. Gibbons.

On motion of Alderman Levar, seconded by Alderman Burke, the foregoing proposed resolution was *Adopted* by a rising vote.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to recognize Sergeant John P. Gibbons as an outstanding police officer who had refused to allow his handicap to deter him from his duties. An officer who fulfilled the Chicago Police Department motto -- "We Serve and Protect" -- Sergeant Gibbons was, the Mayor continued, well respected by his fellow officers as well as by Chicagoans throughout the City. After observing that Sergeant Gibbons was representative of the extraordinary quality of Chicago's public servants, Mayor Daley then extended, on behalf of all Chicagoans, his condolences to the Gibbons family.

Alderman Burke then called the Council's attention to the presence of Sergeant Gibbons' wife, Margaret, accompanied by her daughters, Anne and Bridget as well as by Ms. Bridget Hincks, Mrs. Monica Reardon, Mrs Carolyn Mockus and Mr. and Mrs. Paul J. Peraino and their daughter, Katie. The Gibbons family was warmly applauded by the Council and its assembled guests.

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COMMENDATIONS EXTENDED TO MR. BRANDON J. GRODE  
FOR HIS BRAVERY IN ASSISTING APPREHENSION  
OF HIT-AND-RUN DRIVER.

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



OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution commending Brandon J. Grode for his bravery in assisting in the apprehension of a hit-and-run driver involved in a fatal accident.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

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

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

The following is said proposed resolution:

WHEREAS, Ms. Bernice M. Brown was killed by a drunk driver on July 25, 1989; and

WHEREAS, Mr. Brandon J. Grode, 5520 South Mobile Avenue, witnessed the elderly woman being struck and pursued the driver for several blocks to make a citizen's arrest; and

WHEREAS, As a result of this heroic act, the drunk driver was indicted, prosecuted and sentenced; and

WHEREAS, Mr. Grode, who has been a postal worker for the last four years, should be commended for his heroic efforts and for helping remove another drunk driver from the streets of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council commend Mr. Grode for the concern and courage he displayed and present him with the Medal of Valor; and

*Be It Further Resolved*, That we salute him for caring enough to get involved and being a shining example for other citizens to follow; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Mr. Grode as a token of our admiration.

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

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, rose to offer his personal thanks and commendations to Mr. Brandon J. Grode. After saluting Mr. Grode as the embodiment of active, civic-minded citizenship, Mayor Daley invited to his rostrum and introduced to the Council and its assembled guests Mr. Brandon J. Grode; his wife, Tommy; son, Brandon Michael; mother, Birtha; and father-in-law, Willer Hunter together with Bernice Brown O'Brien and Mary Brown, daughters of the woman who perished; son-in-law, Dennis M. O'Brien; and Marcy Keller, friend of the O'Brien family:

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*Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF ADVISORY COUNCIL ON  
AFRICAN AFFAIRS.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on African Affairs for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".**Advisory Council On African Affairs.*

For terms expiring July 1, 1991:

Frank McKeever

Francis Yvonne Jackson

Bessie Russell

Christian Emeka Nze

Brendaline R. Roker

Wanda Daniels

Reverend Henry M. Williamson, Jr.

For terms expiring July 1, 1992:

Sally Johnson

Rosaline Brown

Gwendolyn Moreland

Gregory B. Nimpson

Teodoro Palacios

Elkin M. Sithole

Reverend T. A. Clark

For terms expiring July 1, 1993:

Patience Adigbli

Pres Mahajave

Reverend Dr. Kwaku Lartey

Reginald D. Taylor-Ochoa

Yittayih Zelalem

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*Referred* -- APPOINTMENT AND REAPPOINTMENT OF VARIOUS  
INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL  
ON ARAB AFFAIRS.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Arab Affairs for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".**Advisory Council On Arab Affairs.*

For terms expiring July 1, 1991:

Samir Khalil

Farouk Mustafa

Khaldoun Ramadan

Bassam Salam

Khalil Shalibi

Rouhy J. Shalabi

Oweis Succari

For terms expiring July 1, 1992:

Abed Alrazzaq, reappointed

Issa Bata, reappointed

Quaseem Blan

Suleiman Fakhouri

Joseph M. Haddad

Ishan G. Sweiss

Ayoub Y. Talhami, reappointed

For terms expiring July 1, 1993:

Adib Abusharif

Hanna Akkawi

Yacoub Al-Ubaidi

William J. Haddad

Mansour H. Mansour, reappointed

Camille Odeh, reappointed

Salameh Zanayed, reappointed

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*Referred* -- APPOINTMENT AND REAPPOINTMENT OF VARIOUS  
INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL  
ON ASIAN AFFAIRS.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Asian Affairs for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Advisory Council On Asian Affairs.*

For a term expiring July 1, 1991:

Dr. Hyo Hyun Byun

For terms expiring July 1, 1992:

Dr. Suk Soon Lee, reappointed

Tommy Wong, reappointed

Tam Nguyen, reappointed

William J. Yoshino, reappointed

Dr. Carmelita Carriaga, reappointed

Gurder Singh Bhattal, reappointed

Dr. Tarig Butt, reappointed

For terms expiring July 1, 1993:

Dr. Robert Hau, reappointed

Dr. Maria G. Acierto, reappointed

Niranjan S. Shah

*Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF ADVISORY COUNCIL ON GAY AND  
LESBIAN ISSUES.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Gay and Lesbian Issues for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Advisory Council On Gay And Lesbian Issues.*

For terms expiring July 1, 1991:



John J. Balester

Thom R. Dombkowski

William B. Kelley

Chester Lyles

Amy N. Maggio

For terms expiring July 1, 1992:

Genny Alegra Goodrum

Stephanie Stephens

For terms expiring July 1, 1993:

Gary G. Chichester

Ken Jacobsen, Jr.

Carol A. Johnson

Nancy J. Katz

Arlene Rodriguez

Julio Rodriguez

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*Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS  
OF COMMISSION ON HUMAN RELATIONS FOR TERM ENDING  
JULY 1, 1991.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as members of the Commission on Human Relations for the term expiring July 1, 1991:

Miriam Apter

Clara Day

Julian E. Kulas

Henry Wilson

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF COMMISSION ON HUMAN RELATIONS  
FOR TERM ENDING JULY 1, 1992.

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 Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as members of the Commission on Human Relations for the term expiring July 1, 1992:

Demetri Konstantelos

Gerard S. Pitchford

Stanley Balzekas, Jr.

Reverend Charles S. Spivey, Jr.

Anthony T. Finnely

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

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*Referred --* APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF COMMISSION ON HUMAN RELATIONS  
FOR TERM ENDING JULY 1, 1993.

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 Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as members of the Commission on Human Relations for the term expiring July 1, 1993:

Clarence N. Wood, designated as chairperson

Edward J. Moskal

Rabbi Herman E. Schaalman

Virginia Ojeda

Phyllis Doering

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF VARIOUS INDIVIDUALS AS  
MEMBERS OF ADVISORY COUNCIL ON IMMIGRANT  
AND REFUGEE AFFAIRS.

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 Human Rights and Consumer Protection:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Immigrant and Refugee Affairs for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Advisory Council On Immigrant And Refugee Affairs.*

For terms expiring July 1, 1991:

Pastor George Gage

Mark Gutkovsky

Davila R. Meile

Cynthia A. Yannias

Barbara Przewdzicka

Romuald J. Poplawski

Germaine Malik

For terms expiring July 1, 1992:

Pastor Alfredo De Toro

Byron A. Javier

Tokumbo "Ben" McCarthy

Yusef Musellem

Nadja M. Papillon

Guadalupe J. Preston

Dr. Ho L. Tran

For terms expiring July 1, 1993:

Adam J. Augustynski

John J. Horodecki

Reverend Dr. Sid L. Mohn

Anna Mustafa

Margaret McCormick

Pamela J. Seubert

Isaac Y. Toma

*Referred* -- APPOINTMENT AND REAPPOINTMENT OF VARIOUS  
INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL  
ON LATINO AFFAIRS.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Latino Affairs for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Advisory Council On Latino Affairs.*

For a term expiring July 1, 1991:

Margarita Martinez, reappointed

For terms expiring July 1, 1992:

Raymond C. Arias, reappointed

Felipe Ayala, reappointed

Joseph Berrios, reappointed

Armando Gomez, reappointed

Juan Mendez, reappointed

Kathy Ortiz, reappointed

For terms expiring July 1, 1993:

Leticia Herrera

Sally Reyes Lucaci

Marcelino Miyares, Jr.

John R. Martinez

Juan A. Prado

Antonio Prieto

Antoinette Sanchez

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*Referred* -- APPOINTMENT AND REAPPOINTMENT OF VARIOUS  
INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL  
ON VETERANS' AFFAIRS.

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 Human Rights and Consumer Protection*:



OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Veterans' Affairs for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Advisory Council On Veterans' Affairs.*

For terms expiring July 1, 1991:

Larry Downs

Robert Garner, reappointed

Julio Gonzales

Robert M. Hanley

Victor Perez, Sr., reappointed

David K. Sullivan

For terms expiring July 1, 1992:

Albert D. Chesser, reappointed

Larry C. Heinemann, reappointed

Winston E. Kennedy

Lane E. Knox

Thomas L. Miller

Fred V. Randazzo

Theodore D. Saunders

For terms expiring July 1, 1993:

Rochelle Crump, reappointed

Roy L. Dolgos

Joseph D. Kostyk

Charles D. Lee, reappointed

Arthur T. Morimitsu, reappointed

Lauretta L. Romanoski, reappointed

Carl DiGrazzi

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*Referred* -- APPOINTMENT AND REAPPOINTMENT OF VARIOUS  
INDIVIDUALS AS MEMBERS OF ADVISORY COUNCIL  
ON WOMEN.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the persons listed on the attached Exhibit A as members of the Advisory Council on Women for terms expiring as specified therein.

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Advisory Council On Women.*

For a term expiring July 1, 1991:

Lydia Lewis

For terms expiring July 1, 1992:

Barbara Engel

Hazel A. King

Anita M. Villarreal

For terms expiring July 1, 1993:

Jennifer Artis

Rosetta Daylie, reappointed

Judith Kohler

Hedy M. Ratner

Karen G. Shields

Lauren Sugarmen

Marta E. White

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*Referred* -- DESIGNATION OF CHAIRPERSONS FOR VARIOUS  
ADVISORY COUNCILS AND AS EX OFFICIO MEMBERS  
OF COMMISSION ON HUMAN RELATIONS.

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 Human Rights and Consumer Protection*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- The persons listed on the attached Exhibit A are hereby designated to serve as chairpersons of their respective Advisory Council. The chairperson of each Advisory Council serves as a member ex officio of the Commission on Human Relations.

I submit this communication for your information.

Very truly yours,

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

Exhibit "A" attached to the foregoing communication reads as follows:

*Exhibit "A".*

*Commission On Human Relations.*

Wynetta Frazier -- Advisory Council on Women.

Margarita Martinez -- Advisory Council on Latino Affairs.

Dr. Hyo Hyun Byun -- Advisory Council on Asian Affairs.

Rouhy J. Shalabi -- Advisory Council on Arab Affairs.

Bessie Russell -- Advisory Council on African Affairs.

John J. Balester -- Advisory Council on Gay and Lesbian Issues.

Julio Gonzalez -- Advisory Council on Veterans' Affairs.

Cynthia A. Yannias -- Advisory Council on Immigrant and Refugee Affairs.

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*Referred* -- APPOINTMENT OF MS. ELLEN ALBERDING AS  
MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Ellen Alberding to the Advisory Board on Cultural Affairs for a term expiring March 20, 1992, to replace Diane Economos, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF MR. STANLEY BALZEKIS AS  
MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Stanley Balzekis to the Advisory Board on Cultural Affairs for a term expiring March 20, 1992, to replace Jose G. Gonzales, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred*-- APPOINTMENT OF MR. PAUL DYKSTRA AS  
MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Paul Dykstra to the Advisory Board on Cultural Affairs for a term expiring March 20, 1993, to replace Robert Hutchins, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MR. VIRGINIO FERRARI  
AS MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Virginio Ferrari to the Advisory Board on Cultural Affairs for a term expiring March 20, 1991, to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF MS. BETTY ANN GARNER  
AS MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:



OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Betty Ann Garner to the Advisory Board on Cultural Affairs for a term expiring March 20, 1992, to replace Ernest Perry, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF MR. ELIUD HERNANDEZ  
AS MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Eliud Hernandez to the Advisory Board on Cultural Affairs for a term expiring March 20, 1993, to replace Oscar Martinez, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF MS. GALE MOSS AS MEMBER OF  
ADVISORY BOARD ON CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Gale Moss to the Advisory Board on Cultural Affairs for a term expiring March 20, 1992, to replace Val Gray Ward, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MR. WILLIE MOY AS MEMBER OF  
ADVISORY BOARD ON CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Willie Moy to the Advisory Board on Cultural Affairs for a term expiring March 20, 1991, to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- APPOINTMENT OF MR. CARLOS TORTOLERO  
AS MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Carlos Tortolero to the Advisory Board on Cultural Affairs for a term expiring March 20, 1992, to replace Nereyda Garcia, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- REAPPOINTMENT OF MR. CLARENCE S. WILSON, JR.  
AS MEMBER OF ADVISORY BOARD ON  
CULTURAL AFFAIRS.

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 Special Events and Cultural Affairs*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby reappoint Clarence S. Wilson, Jr. to the Advisory Board on Cultural Affairs for a term expiring March 20, 1993.

Your favorable consideration of this reappointment will be appreciated.

Very truly yours,

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE BY ADDITION  
OF NEW SECTIONS 2-100-220 THROUGH 2-100-430 FOR  
ESTABLISHMENT OF CODE HEARING UNIT WITHIN  
DEPARTMENT OF STREETS AND SANITATION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending the Municipal Code of Chicago by adding new Sections 2-100-220 through 2-100-430 pertaining to the establishment and operation of a Code Hearing Unit within the Department of Streets and Sanitation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

*Referred*-- AUTHORIZATION FOR NEGOTIATION OF DISCONNECTION  
AND ANNEXATION AGREEMENT WITH CITY OF BURBANK.

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

July 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the negotiation of a Disconnection and Annexation Agreement with the City of Burbank.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred*-- MODIFICATION AND ENLARGEMENT OF  
BOUNDARIES FOR ENTERPRISE ZONE IV.

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

July 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance modifying and enlarging the boundaries of Enterprise Zone IV, located on the north side of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- SUBMISSION OF APPLICATIONS AND EXECUTION  
OF AGREEMENTS WITH GOVERNMENTAL AND PRIVATE  
AGENCIES TO IMPLEMENT GREEN STREETS  
TREE PLANTING 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

July 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the Mayor to submit applications to and execute agreements with governmental and private agencies to implement the Green Streets tree planting program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- EXECUTION OF AGREEMENT FOR EXPENDITURE  
OF STATE, CITY AND PRIVATE FUNDS TO IMPROVE  
HIGHWAY -- RAILROAD CROSSING AT 2728 EAST  
104TH STREET.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the Commissioner to execute an agreement for the expenditure of State, City and private funds for the improvement of a highway-railroad crossing at 2728 East 104th Street.

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 IMPROVEMENT OF MARQUETTE ROAD FROM  
CALIFORNIA AVENUE TO STATE STREET.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 Mayor, on behalf of the City, to execute an agreement with the State of Illinois for the improvement of Marquette Road from California Avenue to State Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- SUBMISSION OF GRANT APPLICATIONS UNDER  
JOB TRAINING PARTNERSHIP ACT OF 1982.

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

July 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the Mayor and the Director of the Mayor's Office of Employment and Training to apply for grants under the Job Training Partnership Act of 1982, and to execute agreements in connection therewith.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred --* AUTHORIZATION TO SUPPLY WATER FOR RESIDENCE  
OF MR. DINO LOREFICE IN UNINCORPORATED AREA OF  
STICKNEY TOWNSHIP.

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

July 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance authorizing the Department of Water to supply water for the

residence of Dino Lorefice located outside the corporate limits of the City of Chicago in the unincorporated area of Stickney Township.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- APPROVAL GIVEN FOR REVISED SALE OF LAND  
IN HYDE PARK-KENWOOD CONSERVATION AREA AT  
NORTHEAST CORNER OF SOUTH DORCHESTER  
AVENUE AND EAST 48TH STREET.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 31, 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 approving the revised sale of land in the Hyde Park-Kenwood Conservation Area located at the northeast corner of South Dorchester Avenue and East 48th Street. This revised sale is for the development of 15 residential units.

Also transmitted herewith are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on September 19, 1989, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- GRANT OF EASEMENT TO METROPOLITAN WATER  
RECLAMATION DISTRICT OF GREATER CHICAGO FOR  
CONSTRUCTION OF SEWER WITHIN SECTION OF  
OF SOUTH DOTY AVENUE.

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

July 31, 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 a Grant of Easement to the Metropolitan Water Reclamation District for construction and operation of a sewer within a section of South Doty Avenue between East 111th Street and East 125th Street.

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 -- INSPECTOR GENERAL'S QUARTERLY  
REPORT FOR PERIOD ENDED JULY 15, 1990.*

A communication from Mr. Alexander Vroustouris, Inspector General, filed in the Office of the City Clerk pursuant to Municipal Code Chapter 19, Section 19-12, transmitting a quarterly report on the following investigations for the period ended July 15, 1990, which was *Placed on File*:

Investigations Initiated:	247
Investigations Concluded:	154
Investigations Pending:	573
Investigations of Employees:	230
Investigations of Appointed Officials:	4
Investigations of Elected Officials:	2
Investigations of Contractors, Subcontractors and Persons Seeking City Contracts:	11
Investigations of Persons Seeking Certification or Eligibility:	0
Investigations Involving Alleged Misconduct:	245
Investigations Involving Waste or Inefficiency:	2

*Placed On File -- CITY COMPTROLLER'S QUARTERLY  
REPORTS FOR PERIOD ENDED JUNE 30, 1990.*

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

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended June 30, 1990;

Statement of Funded Debt as of June 30, 1990; and

City of Chicago Corporate Fund: Statement of Floating Debt as of June 30, 1990.

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

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

*Department Of General Services, Real Estate Section.*

*Disposition Of Vacant City-Owned Property.*

Referral Number	Address
90-149-02	1319 South Western Avenue
90-150-02	28 West 18th Street
90-151-02	3418 South Calumet Avenue
90-152-02	5313 -- 5315 South Prairie Avenue
90-153-02	708 East 75th Street

Referral Number	Address
90-154-02	10708 South Loomis Street
90-155-02	1841 North California Avenue
90-156-02	1725 North Troy Street
90-158-02	311 South Christiana Avenue
90-159-02	5432 South Justine Street
90-160-02	4756 -- 4758 South Langley Avenue/ 648 -- 654 East 48th Street
90-161-02	715 -- 725 East 48th Street
90-164-02	7427 South Western Avenue
90-165-02	5627 South Racine Avenue
90-166-02	1714 North Maplewood Avenue
90-167-02	1701 -- 1703 North California Avenue
90-168-02	2614 West Evergreen Avenue
90-169-02	875 North Hermitage Avenue
90-170-02	3423 -- 3425 West Franklin Street/ 433 North Trumbull Avenue
90-171-02	5352 West Washington Boulevard
90-172-02	741 South Albany Avenue/ 3057 -- 3059 West Lexington Street
90-173-02	2415 West Harrison Street
90-174-02	2425 West Harrison Street
90-175-02	609 -- 627 South Sacramento Boulevard/ 2946 -- 2958 West Flournoy Street

Referral Number	Address
90-176-02	3100 West Polk Street
90-177-02	2421 West Taylor Street
90-178-02	3312 -- 3328 West Ogden Avenue
90-179-02	5150 South Halsted Street
90-180-02	6114 South Peoria Street
90-181-02	8506 South Stony Island Avenue
90-182-02	10602 South Church Street
90-183-02	1601 -- 1603 West 111th Street
90-184-02	5060 -- 5062 North Kenmore Avenue/ 1039 -- 1051 West Winona Street
90-185-02	413 -- 419 South Cicero Avenue
90-187-02	4343 South Wells Street
90-188-90	333 West 111th Street
90-189-02	501 West 119th Street/ 11908 -- 11910 South Normal Boulevard
90-190-02	14 parcels -- Citywide for disposition under Phase XXIV of the Adjacent Neighbors Land Acquisition Program:  4115 West Carroll Avenue  5321 West Ferdinand Street  3142 West Flournoy Street  1522 South Homan Avenue



Referral Number	Address
	2404 South Homan Avenue
	5945 South Honore Street
	5518 South Marshfield Avenue
	209 -- 213 South Oakley Avenue
	3136 West Polk Street
	6620 South Parnell Avenue
	7437 South Princeton Avenue
	12019 South Union Avenue
	3531 West Van Buren Street
	8035 South Woodlawn Avenue
90-193-02	972 West Cullerton Street
90-194-02	2026 South Blue Island Avenue.

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*Placed On File* -- CERTIFICATION AS TO AMOUNT OF  
ASSESSMENT FOR NEW STREET PROGRAM ON  
PORTION OF SOUTH AVENUE G.

Also, a communication from Mr. Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of July 24, 1990, transmitting a certified copy of amount of assessment for the New Street Program in accordance with Chapter 200.4 of the Municipal Code pertaining to South Avenue G, from East 115th Street to East 116th Street, which was *Placed on File*.

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

Also, the City Clerk transmitted a report received from Mr. Walter K. Knorr, City Comptroller, listing the following voucher payments for the month of June, 1990, which was *Placed on File* and ordered published:

[Voucher payments printed on page 18926 of this Journal.]

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**City Council Informed As To Certain Actions Taken.**

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on July 12, 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 July 30, 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 July 12, 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.

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PUBLICATION OF SPECIAL PAMPHLET.

The City Clerk informed the City Council that the ordinance amending the Municipal Code by repealing current Chapter 27 and substituting a new Chapter 27 entitled "Traffic" which was considered by the City Council on July 12, 1990 and which was requested to be published in pamphlet form, was published in pamphlet form on July 30, 1990 by being printed in full text in a special pamphlet, published by authority of the City Council, in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

PERSONAL SERVICES PAID BY VOUCHERS JUNE, 1990						JUNE, 1990
NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	
Villanova, Marshall	7036 S. Fairfield	Aviation	Adm. Asst. II	740	2,025.00	P/M
Armstrong, Robert	8047 S. Drexel	Fire	Fireman	100	1,250.00	B/P
Brack, David	5544 S. Wolcott	"	"	"	1,250.00	B/P
Clark, Michael	5748 S. Peoria	"	"	"	1,250.00	B/P
Edward, Walter	1745 E. 84th	"	"	"	8,048.85	B/P
Garrity, James	4108 N. Wolcott	"	"	"	5,177.76	B/P
Hannah, Neal	1664 N. Burling	"	"	"	1,250.00	B/P
Hornsby, Robert	6853 S. Clyde	"	"	"	1,250.00	B/P
Jones, Kevin	10401 S. Corliss	"	"	"	1,250.00	B/P
Kramp, Frank	6330 W. Fletcher	"	"	"	1,250.00	B/P
Latiker, Victor	218 E. 121st Pl.	"	"	"	84.63	B/P
Lozeau, Eva	4715 N. Chester	"	"	"	101.11	B/P
Melnyczuk, Mitchell	3753 N. Monticello	"	"	"	8,425.62	B/P
Minor, Andrew	10201 S. St. Lawrence	"	"	"	1,250.00	B/P
Nunez, James	4624 N. Hamlin	"	"	"	1,250.00	B/P
Silhan, Jeffrey C.	10760 S. Hoyne	"	"	"	101.11	B/P
Tannehill, Charles	4951 N. Nordica	"	"	"	11,314.89	B/P
Wallace, Rollman	4221 S. Princeton	"	"	"	1,250.00	B/P
Williams, Wayne	8500 S. Seeley	"	"	"	1,250.00	B/P
Wojt, William	3434 N. Harding	"	"	"	1,250.00	B/P
Jones, Shari	1834 W. 107th	Human Relations	Consultant	"	1,637.50	B/M
Scott, Charles	P. O. Box 7579	Inq. & Infor	Adm. Asst. II	"	12.91	P/H
Young, Eary	14426 Amargosa	Mayor's Ofc.	Adm. Asst.	"	2,539.00	P/M
Meister, Christopher	1444 Berwyn	"	Asst. to Mayor	"	4,000.00	P/M
Plantz, Paul	4711 N. Avers	"	Adm. Asst.	"	1,408.33	P/M
Nadon, Bipasa	5300 S. Hyde Park	Personnel	Emply Rel. Superv.	"	2,816.66	P/M
Chappell, Marie	233 W. 94th	Police	Policeman	"	3,374.00	P/M
Grooms, John	7646 S. Crandon	"	"	"	3,423.75	B/P
Haynes, Mary	1917 W. Grace	"	"	"	3,423.75	B/P
Irving, Kathy	11251 S. Green	"	"	"	3,423.75	B/P
McGee, Johnnie	4212 W. Washington	"	"	"	1,443.75	B/P

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

American National Bank & Trust Company of Chicago, as Trustee under Trust Number 112366-01 -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-H bounded by:

a line 47 feet north of West Altgeld Street; the alley next east of and parallel to North Marshfield Avenue; West Altgeld Street; and North Marshfield Avenue.

Bernard I. Citron for Robert and Jinger O'Malley -- to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

the south line of West 35th Street; thence the line of the north/south alley next east of and parallel to South Union Avenue; thence a line 24 feet south of and parallel to the line of West 35th Street; and thence the line of South Union Avenue.

Neal H. Levin -- to classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 1-G bounded by:

the alley next north of and parallel to West Erie Street; a line 25 feet east of North Armour Street; West Erie Street; and North Armour Street.

Maranatha Revival Center -- to classify as a C1-1 Restricted Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-K bounded by:

West Diversey Avenue; North Kildare Avenue; the alley next south of and parallel to West Diversey Avenue; and a line 301 feet west of North Kildare Avenue.

Theodore J. Novak -- to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by:

a line 258.46 feet north of West Washington Boulevard; North Jefferson Street; a line 75.67 feet north of West Washington Boulevard; and the alley next west of and parallel to North Jefferson Street.

Sherwin-Williams Development Corporation -- to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 11-L bounded by:

West Warner Avenue; the alley next north of and parallel to North Dickinson Avenue; West Belle Plaine Avenue; and North Dickinson Avenue.

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*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:

Alejandro Miguel, Alexander Malcolm, Allstate Insurance Company (3) Robert Cohen, Alfred Moss and Hector Salinas, American Ambassador Casualty Company and Hector Rivera and Rebecca Perez, American Family Insurance (2) Cynthia Harris and Sandra Prieto, American Service Insurance Company and Mildred Green, Anderson Michael J., Averyheart Thomas;

Bae James, Blankenship William, Brayndick Michele, Brigham Maureen, Brownstein Dede R., Burns Darci, Butler Patricia;

Candor Construction, Carter Georgia, Chambers Marilyn, Chicago Motor Club and Charles Tate, Cicero Erica, Cohen Barbara, Cordova Esmeraldo, Cypher Thomas;

Daniels Sr. Jesse;

Eli Valerie, Elliott Robert;

Flegar John, Fergus Margaret, Fitzpatrick Kevin, Foster Debra;

Garcia Anne, Garrett Lagene, General Casualty Companies and Famous Lubricants, Inc., Goodlow Lamont E., Grabowski Noreen, Guerin Thomas, Guerrero Robert;

Haley Lori, Hall Mary L., Heath Albert, Hicks Eureka, Home Insurance Company and Michael Pomerantz;

Ibarra Gonzalo;

Johannsen Rich, Johnson Robert;

Kagan Howard, Khalil Hassan, Kinsch Sandra, Kolff Gene, Kolodynski Helen C., Kopala Mary, Kosiek Jeffrey, Kruse Daryl;

Lee Jimmie, Linnerud Calvin;

Macino Joseph, Maisel Tom, Marian Ivory, Mau Gary J., McQuillan Mary, Mendoza Evangelina, Metzger Barbara, Miller Jolie, Montemurro Mark, Moore Howard, Mylonas Ioannis;

Nader Page;

Payne Violet V., Peoples Gas Light and Coke Company (11), Pollack Michael, Pope Gloria, Preferred Risk Group and Michele Brayndick, Prince Rodolfo G., Provax Richard, Prudential Property and Casualty and Gayle Brown;

Reardanz Charles, Reed Myron, Richardson Doris, Roeholtz Caryn, Rowley Paul, Ruiz Jose;

Safeway Insurance Company and John Gonzales, Saunders Jack, Schecter Jeff, Scianna Nick, Seymour Kevin, Shenk Gregory, Smerz Otilie, Sparks Richard, State Farm Insurance Company (3) Ronald Guyton, Rosemary Martin and Kimberly North, Strong Alice;

Tate Charles, Terzic Brant, Theilen Iola, Thomas Jennifer, Thompson Darnell, Trendel Mark, Turner Corner, Tyson Merrill;

Ursetta Frank;

Van Fleet Timothy, Van Lehn Michael, Verta Raymond J.;

Wagas Akkawi, Washington Eva S., Washington Sidney, Weirather Beverly, Williams Clyde, Winge Sr. Harry, Woodson Sara;

Young Frenchie.

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

Also, the City Clerk transmitted the following communication addressed to him under the date of July 27, 1990, signed by Mr. Morgan P. Connolly, Superintendent, Board of Local Improvements, Department of Public Works, which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys*:

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

- |         |   |
|---------|---|
| Ward 1  | Grading, paving and improving the alley between West Cermak Road, West 22nd Place, South Wentworth Avenue and South Princeton Avenue;                   |
| Ward 8  | Grading, paving and improving the alley between East 84th Street, East 85th Street, South Crandon Avenue and South Luella Avenue;                       |
| Ward 8  | Grading, paving and improving the alley between East 85th Street, East 86th Street, South Blackstone Avenue and South Dante Avenue;                     |
| Ward 8  | Grading, paving and improving the alley between East 86th Street, East 87th Street, South Euclid Avenue and South Bennett Avenue;                       |
| Ward 8  | Grading, paving and improving the alley between East 87th Street, East 88th Street, South Crandon Avenue and South Luella Avenue;                       |
| Ward 8  | Grading, paving and improving the alley between East 90th Street, East 91st Street, South Greenwood Avenue and South Dobson Avenue;                     |
| Ward 8  | Grading, paving and improving the alley between East 97th Street, East 98th Street, South Dobson Avenue and South Ellis Avenue;                         |
| Ward 9  | Grading, paving and improving the alley between East 108th Street, East 109th Street, South Dr. Martin Luther King, Jr. Drive and South Calumet Avenue; |
| Ward 9  | Grading, paving and improving the alley between West 123rd Street, West 124th Street, South Union Avenue and South Emerald Avenue;                      |
| Ward 10 | Grading, paving and improving the alley between East 93rd Street, East 94th Street, South Merrill Avenue and South Clyde Avenue;                        |

- Ward 10 Grading, paving and improving the alley between East 95th Street, East 95th Place, South Clyde Avenue and South Calumet Avenue;
- Ward 10 Grading, paving and improving the alley between East 96th Street, East 98th Street, South Chappel Avenue and South Jeffery Avenue;
- Ward 11 Grading, paving and improving the alley between West 35th Street, West 36th Street, South Marshfield Avenue and South Paulina Street;
- Ward 11 Grading, paving and improving the alley between West 38th Street, West Pershing Road, South Union Avenue and South Emerald Avenue;
- Ward 11 Grading, paving and improving the alley between West 43rd Street, West 43rd Place, South Canal Street and South Parnell Avenue;
- Ward 11 Grading, paving and improving the alley between West 43rd Street, West 43rd Place, South Union Avenue and South Emerald Avenue;
- Ward 18 Grading, paving and improving the alley between West 83rd Street, West 84th Street, South Kenneth Avenue and South Kilbourn Avenue;
- Ward 19 Grading, paving and improving the alley between West Monterey Avenue, West Montvale Avenue, South Church Street and South Hermosa Avenue;
- Ward 19 Grading, paving and improving the alley between West 102nd Street, West 103rd Street, South Fairfield Avenue and South California Avenue;
- Ward 19 Grading, paving and improving the alley between West 111th Street, West 112th Place, South Kedzie Avenue and South Sawyer Avenue;
- Ward 21 Grading, paving and improving the alley between Chicago, Rock Island and Pacific Railroad, West 91st Street, South Wallace Street and South Lowe Avenue;
- Ward 21 Grading, paving and improving the alley between West 100th Street, West 101st Street, South Peoria Street and South Sangamon Street;
- Ward 21 Grading, paving and improving the alley between West 101st Street, West 102nd Street, South May Street and South Racine Avenue;
- Ward 21 Grading, paving and improving the alley between East 102nd Street, East 103rd Street, South Dr. Martin Luther King, Jr. Drive and South Calumet Avenue;



- Ward 23            Grading, paving and improving the alley between C.U.T. Railroad right-of-way, West 54th Street, South Kostner Avenue and South Kenneth Avenue;
- Ward 33            Grading, paving and improving the alley between West Lyndale Avenue, North Milwaukee Avenue, North Maplewood Avenue and North Rockwell Street;
- Ward 34            Grading, paving and improving the alley between West 105th Street, West 106th Street, South Normal Avenue and South Parnell Avenue;
- Ward 34            Grading, paving and improving the alley between West 106th Street, West 107th Street, South Parnell Avenue and South Wallace Street;
- Ward 34            Grading, paving and improving the alley between West 111th Place, West 112th Street, South Throop Street and South Loomis Street;
- Ward 34            Grading, paving and improving the alley between West 112th Street, West 113th Street, South Eggleston Avenue and South Normal Avenue;
- Ward 36            Grading, paving and improving the alley between West Addison Street, West Forest Preserve Drive, North Paris Avenue and North Pioneer Avenue;
- Ward 36            Grading, paving and improving the alley between West Berteau Avenue, West Belle Plaine Avenue, North Plainfield Avenue and North Pontiac Avenue;
- Ward 40            Grading, paving and improving the alley between West Carmen Avenue, West Argyle Street, North California Avenue and North Mozart Street;
- Ward 41            Grading, paving and improving the alley between West Balmoral Avenue, West Berwyn Avenue, North Osceola Avenue and North Olcott Avenue;
- Ward 41            Grading, paving and improving the alley between West Catalpa Avenue, West Balmoral Avenue, Oriole Park and North Oriole Avenue;
- Ward 41            Grading, paving and improving the alley between West Higgins Avenue, West Balmoral Avenue, North Mont Clare Avenue and North Neva Avenue;
- Ward 49            Grading, paving and improving the alley between West Chase Avenue, West Touhy Avenue, Chicago & Northwestern Railroad right-of-way and North Wolcott Avenue."

**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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**EXECUTION OF MEMORANDUM OF UNDERSTANDING WITH LO-JACK  
CORPORATION FOR IMPLEMENTATION OF STOLEN  
VEHICLE RECOVERY SYSTEM.**

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the Superintendent of Police to enter into and execute a Memorandum of Understanding with the Lo-Jack Corporation for implementation of a Stolen Vehicle Recovery System, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays -- None.*

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

The following is said ordinance as passed:

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

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

WHEREAS, The City Council of the City of Chicago deems that due to the number of vehicles that are stolen in the City each year it would be beneficial for the Chicago Police Department to participate in the Stolen Vehicle Recovery System Program; and

WHEREAS, The State of Massachusetts has engaged the Lo-Jack Corporation's Stolen Vehicle Recovery System since the 1970's and has found it to be a worthwhile system; and

WHEREAS, The State of Illinois has recently engaged the Stolen Vehicle Recovery System produced by the Lo-Jack Corporation; and

WHEREAS, Given the benefits that will accrue to the public generally, the City Council of the City of Chicago has determined that the Chicago Police Department should engage the Lo-Jack Corporation's Stolen Vehicle Recovery System; now, therefore,

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

SECTION 1. Subject to the review and approval of the Corporation Counsel the Superintendent of Police is hereby authorized to execute a Memorandum of Understanding with the Lo-Jack Corporation in substantially the same form as attached hereto, and said Memorandum of Understanding is hereby approved.

SECTION 2. The Superintendent of Police 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 Understanding as executed.

SECTION 3. This ordinance shall be effective upon its passage.

Memorandum of Understanding attached to this ordinance reads as follows:

*Memorandum Of Understanding.*

This Memorandum of Understanding (M.O.U.) is prepared in duplicate, this the \_\_\_\_\_ day of \_\_\_\_\_ 1990, between the Lo-Jack Corporation, a

Massachusetts corporation, hereinafter referred to as LoJack, and the Chicago Police Department, hereinafter referred to as the Department.

The parties agree as follows:

I. Administrator and Definitions.

- A. The following person or his designee is authorized to administer the M.O.U. on a day-to-day basis during the term of the M.O.U. However, administration of this M.O.U. implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and/or specifications of this M.O.U. That authority is retained by the Department. The M.O.U. Administrator for this project is:

LeRoy Martin  
Superintendent of Police  
Chicago Police Department  
1121 South State Street  
Chicago, Illinois 60605

B. The following terms will be defined as follows:

1. "Chicago Police Department" or Department will mean the Chicago Police Department as empowered under Chapter 24 of the Illinois Revised Statutes and Chapter 11 of the Municipal Code of Chicago, its officers, agents and employees, unless otherwise specified.
2. "LoJack" will mean the Lo-Jack Corporation of Massachusetts and its respective officers, agents, employees, suppliers and subcontractors.
3. "Active coverage area" will mean that portion of the coverage area, which is ready for law enforcement use of the LoJack System, during the phasing in of the LoJack System according to the Implementation Schedule outlined in Item IV.
4. "LoJack System" will mean all the hardware, software, communication lines, and related equipment necessary to operate the stolen vehicle recovery network provided by LoJack.

5. "Designated area" will mean the City of Chicago scheduled to receive LoJack coverage during the term of this M.O.U.
6. "Stolen Vehicle Recovery System" will mean those components used by law enforcement personnel to track stolen vehicles by means of computers in Department vehicles and transceivers which have been purchased and installed on private vehicles.
7. "Equipment and Software" consists of the following items accessed/utilized by the Department which constitute the LoJack System:
  - a. The Sector Activation System;
  - b. Sector Activation Computer;
  - c. Software program containing files of activation codes, reply codes, vehicle descriptions and other data;
  - d. Sector Activation Transmitters;
  - e. Any transmission lines, antennas and radio equipment required to operate the System;
  - f. One hundred and five (105) Police Tracking Computers (P.T.C.) donated to the Department and thereafter the property of the Department.
8. "First year of operation" will mean one year from the date testing is complete and the system is fully operational for use by the Department.

## II. Term.

- A. The Term of this M.O.U. will be for a period of two (2) years commencing \_\_\_\_\_, 1990, and will terminate on \_\_\_\_\_, 1992, unless extended by the mutual agreement of the Department and LoJack. This agreement may be terminated for violation of terms ninety (90) days after the postmark on a notice of termination sent by registered or certified mail to the other party.

- B. The election to terminate this agreement for violation of its terms will be in addition to, and will not be a limitation upon any other remedies allowed by this M.O.U. or the laws of the State of Illinois.

III. Equipment And Facilities.

- A. The equipment and the software to be accessed and or utilized will consist of the following components of the LoJack System:

The Sector Activation System (S.A.S.) which consists of:

1. Sector Activation Computer;
2. A software program containing files of activation codes, reply codes, vehicle descriptions and other data which directs the activation of the system;
3. Sector Activation Transmitters (S.A.T.);
4. Police Tracking Computers to be installed by LoJack at LoJack's expense in Department vehicles; and
5. Additional police equipment as described in the Implementation Schedule outlined in Item IV.

- B. During the term of the M.O.U., LoJack, without expense to the Department, will fund any and all modifications to Department equipment, software, or the LoJack System as required by LoJack. Out-of-pocket engineering and programming costs and expenses incurred by the Department in connection with the installation of the equipment, including any and all programming costs incurred in interfacing this software with any software or hardware on computer equipment owned or operated by the Department and any other governmental agencies to ensure that the LoJack System is operational, will be funded by LoJack. The method of reimbursement to the Department will be subject for discussion and mutual agreement by the parties.

IV. Implementation Schedule.

- A. In order to ensure adequate coverage of the LoJack System in the City, LoJack agrees to install the necessary equipment on a timely basis after the signing of this M.O.U. A specific mutually agreeable Implementation Schedule will be prepared by LoJack no more than three (3) weeks after the signing of this M.O.U.
- B. The goal of the parties is to ensure adequate coverage within the City.
- C. LoJack agrees to provide and install the required P.T.C.'s, as described in the M.O.U., in Department vehicles, designated by the Department, within the coverage area. The Department will be given priority with respect to installation of P.T.C.'s in the coverage area but not to the exclusion of other law enforcement agencies where coverage is deemed to be appropriate.
- D. LoJack at its expense will install all Police Tracking Computers involved in the implementation of the LoJack System in the designated areas. After the initial installations and training, it is expected that the Department will be responsible for any subsequent transfers of P.T.C.'s.

V. Installation and Testing.

- A. The costs and expenses incurred in connection with the transporting, delivery, installation, and testing of the equipment and software will be paid by and be the responsibility of LoJack. Prior to the delivery of any equipment, the Department will cooperate with LoJack by reasonably assisting in all engineering and other studies necessary prior to the installation of equipment and any software and the implementation of the LoJack System within the City. The Department will cooperate with LoJack in connection with the delivery, installation, and testing of the equipment and any software and will make its personnel and facilities reasonably available in order to ensure that the equipment is installed, tested and operational. The Department's cooperation with LoJack and the availability of its personnel and facilities, including consultation advice and technical support as described in Item V-C, will be subject to reasonable limitations arising out of the Department's primary mission and duties as a law enforcement agency.

- B. LoJack will furnish, without expense to the Department, qualified service representatives, engineers, and personnel who will be responsible for the installation, testing and normal maintenance of the equipment and any related software. LoJack will also provide, without expense to the Department, qualified personnel to provide initial training of selected Department personnel on related equipment.

LoJack will provide such additional training to the Department without cost to the Department, as required for the care, operation and maintenance of the equipment and any software of the LoJack System. During the "first year of operation" within the coverage area, LoJack, at its expense, will provide a qualified employee of the company to the Department as may be necessary to assist in the prosecution of any individual whose apprehension was a result of the LoJack System.

- C. The Department, in cooperation with LoJack will provide reasonable consultation, advice and technical support needed to assist in the timely installation, testing and operation of the LoJack System.
- D. LoJack will be solely responsible for the cost of its Federal Communications Commission's legal counsel and any filing fees required for obtaining any necessary radio frequency licenses.

VI. Operation and Maintenance.

- A. It will be the obligation and responsibility of LoJack to conduct such tests and to implement the operation of the LoJack System and to ensure that the equipment and software and the LoJack System are operational and compatible with Department equipment and/or software in accordance with standards supplied by LoJack and reasonably acceptable to the Department. LoJack will make any adjustments, replacements, corrections or alterations to the equipment and any related software as may be necessary to implement the LoJack System.
- B. LoJack, without expense to the Department, will keep the equipment and any related software in good repair, condition, and working order and make all necessary adjustments, parts replacements, repairs, and revisions for the entire term of the M.O.U. LoJack is also responsible for the maintenance and repair, and all costs or monthly service fees associated with any necessary data communication or transmission lines required solely for the LoJack System.



- C. The Department will be entitled to the benefit and protection of any warranties as to any item or component of the equipment and software made by LoJack (i.e. LoJack Trackers, Training Units, LoJack software). All requests for service, maintenance, and repairs will be directed to LoJack and all materials will be ordered through LoJack. LoJack will have the option of obtaining service or preventive maintenance agreements from the manufacturer or distributor for the complete maintenance and repair of the equipment and any software based upon an annual fee or charge payable by LoJack. No alterations or attachments to the equipment will be made without prior written approval by LoJack.
- D. LoJack will specify the care and maintenance to be provided while the property is in the custody and control of the Department. LoJack will otherwise maintain the property in good condition according to commonly accepted and/or agreed procedures and practices, with reasonable wear and tear excepted.
- E. The Department will not assume responsibility, costs, damages, or expenses arising out of death or injury to any person or damage to property caused or occasioned by LoJack's ownership and/or maintenance of the property.
- F. The Department will actively and aggressively operate and staff the LoJack System during the term of this M.O.U. The Department's responsibility to operate and staff the LoJack System will be on a full time basis, but is subject to the Department's personnel allocation and availability, and other law enforcement responsibilities of the Department.
- G. LoJack warrants that the equipment and any software, other related hardware and services provided by LoJack pursuant to this M.O.U. will conform to the requirements set forth in this M.O.U. LoJack further warrants that all said equipment, other related hardware and the software will be free from defects in material and workmanship and defects affecting the functional capability of the system described in this M.O.U. LoJack will be responsible for enforcing any third party warranty provisions for the equipment, other related hardware and any software provided by LoJack pursuant to this M.O.U. Said warranty provisions will be the standard warranties provided by the third party vendors. If at any time during said period the Department or LoJack will discover any malfunctions, failure, defect or design error, affecting the functional requirements of the System, LoJack will, Entirely At Its Own Expense, promptly correct such malfunction, failure, defect or design error so that the System functions in accordance with the provisions of this M.O.U. Expressed Remedies And Warranties Contained In Item VI Of This M.O.U. Are Given In Lieu Of All Other Remedies And Warranties, Expressed Or Implied.

## VII. Ownership and Use.

- A. LoJack warrants that it has full power and authority to grant the rights set forth in this M.O.U. to the Department with respect to the LoJack equipment and any software and related documentation without the consent of any other person; and that neither the performance of the services by LoJack nor the license to and use by the Department of the LoJack hardware, software and documentation (including the copying thereof as provided herein) will in any manner constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information nondisclosure or other rights of any third party. The Department understands that as part of this M.O.U., the Department may be required to execute license agreements, without incurring any costs or license fees to the Department, with the licensors of the software needed to operate the LoJack System as described in this M.O.U. and that the Department's possession and use of any related software will be governed by the provisions of said license agreements in addition to the provisions contained herein.
- B. The equipment and software will be used only for performing the operation of the Stolen Vehicle Recovery System for which it was designed by LoJack. The Department will use the items and components constituting the equipment in a careful and proper manner and will comply with all reasonable operational instructions. The Department acknowledges that the LoJack System is manufactured and distributed under patents held by LoJack.
- C. The parties agree that LoJack, its officers, agents, and employees, in the performance of this M.O.U., will act in the capacity of an independent contractor and not as an officer, employee or agent of the Department. LoJack agrees to take such steps as may be necessary to ensure that each of its subcontractors will not be deemed to be an agent, servant, joint venturer, or partner of the Department. All persons furnished, used, retained, or hired by or on behalf of LoJack or any of its subcontractors will be considered to be solely the employees or agents of LoJack or such subcontractors.
- D. The Department will limit its use of any software and the equipment to the operations of the Department. The Department has no right to sell, transfer, assign (in whole or in part), convey pledge, encumber or otherwise dispose of any software or other related proprietary materials, or any right, duty or license to use the software hereunder without the prior written consent of LoJack. The Department understands and agrees that any violation of the

restrictions set forth in this item will give LoJack the right to revoke the software license granted to the Department (Reference Item VIII-B).

- E. LoJack hereby grants to the Department a nonexclusive, nontransferable license to use the LoJack equipment and software, as herein defined and described in this M.O.U. and related documentation under each program element thereof during the term of this M.O.U. The LoJack software license will include in its meaning, in addition to the description contained herein, in any improvements or modification thereto subsequently installed by LoJack.

VIII. Confidentiality.

- A. The Department will affix copyright and proprietary data notices as provided by LoJack where necessary or proper in accordance with LoJack's direction. The Department further agrees to reproduce and include said copyright or proprietary data notices on any copies, in whole or in part, in any form, for the system, as such notices may be reasonably requested in the future by LoJack.
- B. The design, details and operating characteristics, information relating to installation of LoJack Units in motor vehicles, and all other aspects of the system treated as confidential by LoJack or not generally known, including the software, file structures, documentation, algorithms and related software concepts, except as otherwise provided herein, will not be disclosed in any manner without the written permission of LoJack. (Such proprietary information is hereinafter "Information.") The Department will not be bound by the confidential terms and conditions of this section, with respect to the information when, after and to the extent the information:
1. is or becomes publicly available other than through a breach by the Department of any agreement restricting its disclosure; or
  2. is subsequently lawfully obtained by the Department from a third party or parties; or
  3. was known by the Department prior to its disclosure to the Department by LoJack; or
  4. is independently developed by persons having no contact with the information; or

5. is disclosed by the Department as compelled by legal process; or
6. is disclosed inadvertently by the Department despite the exercise of the same degree of the care which the Department takes to safeguard its own proprietary information.

C. All information relative to the operation and law enforcement activities of the Department supplied directly or indirectly to LoJack, their respective agents or employees (except such information as may be in the public domain) will be received in confidence. LoJack will exercise reasonable care to hold such information in confidence.

IX. Risk Of Loss.

- A. The Department will be responsible for loss, damage or destruction of all equipment, software, materials and supplies provided by LoJack to the Department, provided the loss, damage or destruction occurs through no fault of LoJack, and when such equipment, software, materials and supplies are housed within a Department facility or Department vehicle under the protective custody of the Department. This provision does not relieve LoJack of the responsibility to use reasonable care in the protection of all such equipment, software, materials and supplies. LoJack has the right to maintain insurance coverage against loss or damage to the equipment at LoJack's option and expense. The Department will cooperate with LoJack and representatives of the insurance carrier concerning maintenance of any such insurance coverage. The Department will promptly notify LoJack of any loss, damage or incident that involves the insured property of the LoJack System, material or supplies.
- B. Except as provided in Item IX-A of this M.O.U. LoJack will be responsible for all repairs, loss, damage or destruction of all LoJack software, equipment, materials or supplies provided by or accessed from LoJack other than P.T.C.'s.

X. Liability.

- A. Notwithstanding any other provision of this M.O.U., LoJack will be responsible for and will indemnify and hold the Department

harmless from any and all liability, loss, claim, or damage to persons or property caused solely by LoJack's fault or negligence as related to this M.O.U. In no event will LoJack be responsible for incidental or consequential damages.

B. The obligations of LoJack under this M.O.U. will not extend to the liability of the City of Chicago, its agents or employees arising out of:

1. the preparation or approval by the City of Chicago of maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
2. the giving of or the failure to give directions or instructions by the City of Chicago, its agents or employees provided such giving or failure to give is the primary cause of injury or damage.

C. The Department or LoJack will not assign, sublet or transfer any of their respective rights under the M.O.U. or to the equipment, without the prior written consent of the other party to the M.O.U. This provision will not prevent LoJack from the assignment of their respective rights under the M.O.U. or in the equipment and software to any entity owned or controlled by LoJack.

XI. Miscellaneous.

A. This M.O.U. will be governed by the laws of the State of Illinois and the Municipal Code of the City of Chicago and will not be amended except by written agreement signed on behalf of both parties.

B. LoJack agrees that the Department may purchase additional LoJack Police Tracking Computers at a price not to exceed \$1,750, installed, throughout the initial two (2) year term of this M.O.U. Any increase in price after the initial term will not exceed the federal government's published annual rate of inflation from the beginning of the initial two (2) year term. Funds needed to purchase additional LoJack Police Tracking Computers will be appropriated from the Department's budget.

XII. Project Management and Approval.

The Department will act as project manager for coordinating the

installation and utilization of the LoJack System within the City of Chicago for use by the Department.

XIII. Advertisement of the LoJack System in the City.

The M.O.U. Administrator will have the right to review and approve LoJack's advertising prior to use to ensure that it does not:

- A. Indicate endorsement of LoJack by the Department; and
- B. Create an unreasonably negative image of law enforcement activities in the City.

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

Witness:

Chicago Police Department

\_\_\_\_\_

\_\_\_\_\_

Witness:

Lo-Jack Corporation

\_\_\_\_\_

\_\_\_\_\_

—

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, announced that together with Aldermen Garcia, Henry and others he was departing to visit two Human Services centers distributing food on the City's west side. The Mayor then relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

SUBMISSION TO VOTERS OF ADVISORY REFERENDUM ON  
NOVEMBER 6, 1990 GENERAL ELECTION BALLOT  
REGARDING ESTABLISHMENT OF FINANCIAL  
CONSUMER ASSOCIATION TO REPRESENT  
CONSUMERS AND SERVE PUBLIC  
INTEREST IN FINANCIAL  
MARKETPLACE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a proposed ordinance concerning an advisory referendum for the November 6, 1990 General Election on the following question of public policy:

"Should the Illinois General Assembly enact a law establishing a Financial Consumer Association to represent consumers and serve as a watch dog for the public interest in the financial marketplace?"

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, -- 43.

*Nays* -- Aldermen Natarus, Stone -- 2.

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

The following is said ordinance as passed:

WHEREAS, The city has been asked by some of its citizens to consider the submission of an advisory referendum question, as hereinafter specifically set forth, on the question of the Financial Consumer Association as a result of the Federal Savings and Loan scandal; said question to be submitted to the voters of the City of Chicago at the general election scheduled for November 6, 1990; and

WHEREAS, The results of such local referendum will constitute the opinion of the residents of the City of Chicago regarding the Financial Consumer Association; and

WHEREAS, Local public opinion on such matter is important to local public officials and state legislators in a determination of what is wise public policy for the people of the State of Illinois and this City; and

WHEREAS, It is deemed by the Council of this City to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the Council of the City of Chicago that the following question of public policy shall be submitted to the voters of the city as an advisory referendum at the general election scheduled for November 6, 1990, to wit:

"Should the Illinois General Assembly enact a law establishing a Financial Consumer Association to represent consumers and serve as a watchdog for the public interest in the financial marketplace?"

SECTION 2. Said referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of the November 6, 1990 general election, and with the ordinance providing for the pertinent publications, ballots, polling places, and election judges relating to such election.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval with law.



AMENDMENT OF CHAPTER 3-68 OF MUNICIPAL CODE ENTITLED  
"CHICAGO ANTI-APARTHEID ORDINANCE".

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a series of proposed ordinances amending Chapter 3-68 of the Municipal Code of the City of Chicago concerning the Chicago Anti-Apartheid Ordinance, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Section 3-68-030.*

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

SECTION 1. The Chicago Anti-Apartheid Ordinance, is amended by inserting the language in italics as follows:

3-68-030. Definitions.

Unless the context clearly indicates otherwise, whenever used in this chapter:

\* \* \* \* \*

(g) "Control" means holding 10% or more of the outstanding voting securities of a corporation, or having an interest of 10% or more in any other entity, unless it can be otherwise established that such an ownership interest does not constitute authority to direct or significantly affect the management decisions of such other entity; *provided, however, for purposes of securities held by a financial institution, "control" shall mean holding 25% or more of the outstanding voting securities of a corporation, or having an interest of 25% or more in any other entity.*

SECTION 2. This ordinance shall be effective immediately upon passage.

---

*Section 3-68-040.*

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

SECTION 1. The City Council hereby amends the Chicago Anti-Apartheid Ordinance by adding the language in italics and deleting the language in brackets:

3-68-040. Deposit And Investment Of City Funds In Financial Institutions.

No City Funds shall be deposited or remain deposited in any financial institution, nor

shall City Funds be invested in or remain invested in the stock, bonds, securities, or other obligations of any financial institution, if that institution has any outstanding loan to (a) South Africa; (b) a South African business; or (c) any business or corporation for the express purpose of assisting in operations in or trading with any private or public entity located in South Africa, [.] *or if that institution maintains a direct correspondent banking relationship with any South African entity for the purpose of exchanging South African currency for American dollars.* This prohibition shall not apply to any financial institution that complies with Section 3-68-043.

SECTION 2. This ordinance shall be effective immediately upon passage.

---

*Section 3-68-043.*

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

SECTION 1. The Chicago Anti-Apartheid Ordinance is amended by adding the words in italics and deleting the words in brackets below:

3-68-043. Compliance Procedure.

\* \* \* \* \*

(b) If the institution has such loans, the institution must certify:

(i) that it maintains a policy not to make any such loans in the future until the system of apartheid in South Africa has been dismantled; and

(ii) that the institution is actively pursuing a program of liquidating all such loans; and

(iii) that the institution will complete the liquidation of such loans within one year from the date of the certification; and

(iv) *that in the process of liquidation the institution will not convert any of its South African outstanding loans having maturity dates longer than those of the present loans; and*

(v) that the institution will report to the City Comptroller on a quarterly basis concerning the status of the liquidation program. The report will include in summary fashion the number of such loans held by the institution and their total value as of the report date.

SECTION 2. This ordinance is effective immediately upon passage.

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*Section 3-68-070.*

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

SECTION 1. The Chicago Anti-Apartheid Ordinance is hereby amended by adding the language in italics as follows:

3-68-070. Contracts Awarded By Competitive Bidding.

In evaluating bids for contracts to be awarded under Section 3 of the Municipal Purchasing Act for cities of 500,000 or more population, as amended, the Purchasing Agent shall assess each bidder who is a listed business entity a penalty by increasing the bid price of the listed entity by 8%. This penalty shall apply only for purposes of comparing bid amounts, and shall not affect the amount of any contract payment.

*Within one month after the end of each calendar quarter, the Purchasing Agent shall file with the City Clerk a list of all transactions in which the Purchasing Agent selected a listed business entity pursuant to this section during the preceding calendar quarter.*

SECTION 2. This ordinance shall be effective immediately after passage.

APPOINTMENT OF ADVISORY COMMITTEE TO MAKE  
RECOMMENDATIONS TO COMMITTEE ON FINANCE  
CONCERNING IMPLEMENTATION OF NORTH  
LAWNDALE PILOT PROGRAM  
("NEIGHBORHOOD/BOOT  
STRAP FUND").

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a resolution authorizing the appointment of an advisory committee to make recommendations to the Committee on Finance for the implementation of the North Lawndale Loan Pilot Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The number of low income families (according to federal poverty standards) or modest income senior citizens has increased significantly in recent years in the City of Chicago and within the community of North Lawndale; and

WHEREAS, Conventional lending programs operated under conventional credit criteria have denied credit, i.e., loans, to the citizens of North Lawndale; and

WHEREAS, The banking community has not stepped forward and expressed a willingness to participate in the consideration of this matter or to help develop recommendations in regard to the public health, safety and welfare of the citizens of the North Lawndale community; and

WHEREAS, Many of the citizens of the North Lawndale community are trapped in a hopeless personal circumstance that blocks their realizable, personal and family member advancement; and

WHEREAS, The North Lawndale Pilot Program should be established as a two (2) year pilot demonstration project in the North Lawndale neighborhood of Chicago's west side to help low income citizens assist themselves through a revolving loan program; now, therefore,

*Be It Resolved:*

SECTION 1. There is herein appointed an advisory committee to make recommendations to the Committee on Finance concerning the North Lawndale Pilot Program hereinafter referred to as "Neighborhood Boot Strap Fund".

SECTION 2. The meetings and conduct of the advisory committee shall be subject to the provisions of the Open Meetings Act, Illinois Revised Statutes, Chapter 102, paragraph 41.01 et seq. The advisory committee shall consist of representatives of government, industry and consumers.

SECTION 3. The advisory committee shall report its findings back to the Committee on Finance within 120 days of this date.

SECTION 4. This resolution shall be effective immediately after its adoption.

PROPERTY AT 3630 SOUTH SANGAMON STREET APPROVED FOR  
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO  
COOK COUNTY REAL PROPERTY CLASSIFICATION  
ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a proposed resolution concerning the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 3630 South Sangamon Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The 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 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, Wexler Meat Company is the owner of the property commonly known as 3630 South Sangamon Street, Chicago, Illinois (hereinafter referred to as the "subject property") and intends to build a new structure on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be used by Wexler Meat Company for meat processing and packing; and

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

WHEREAS, The grant of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

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

WHEREAS, The permanent real estate index numbers for the subject property are 17-32-411-013, 17-32-411-014, 17-32-408-019, 17-32-408-020, 17-32-408-021, 17-32-408-022, 17-32-408-023, 17-32-408-024, 17-32-408-025 and 17-32-408-026; now, therefore,

*Be It Resolved*, That we, the Mayor and the 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 Class 6(b) tax incentive is both necessary and appropriate 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) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Numbers 17-32-411-013, 17-32-411-014, 17-32-408-019, 17-32-408-020, 17-32-408-021, 17-32-408-022, 17-32-408-023, 17-32-408-024, 17-32-408-025 and 17-32-408-026; and



SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide two certified copies of this resolution for delivery to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

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

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PROPERTY AT 1119 WEST 47TH PLACE 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, July 31, 1990.

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

Your Committee on Finance, having had under consideration a proposed resolution concerning the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 1119 West 47th Place, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The 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 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, Upper Crust International is the owner of the property commonly known as 1119 West 47th Place, Chicago, Illinois (hereinafter referred to as the "subject property") and intends to build a new structure on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be used by Upper Crust International for specialty baking; and

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

WHEREAS, The grant of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

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

WHEREAS, The permanent real estate index numbers for the subject property are 20-08-202-014-0000, 20-08-202-015-0000, 20-08-202-016-0000, 20-08-202-018-0000, 20-08-202-031-0000 and 20-08-202-032-0000; now, therefore,

*Be It Resolved*, That we, the Mayor and the 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 Class 6(b) tax incentive is both necessary and appropriate 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) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Numbers 20-08-202-014-0000, 20-08-202-015-0000, 20-08-202-016-0000, 20-08-202-018-0000, 20-08-202-031-0000 and 20-08-202-032-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide two certified copies of this resolution for delivery to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

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

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PROPERTY AT 4240 SOUTH MORGAN STREET APPROVED FOR  
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT  
TO COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a proposed resolution concerning the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 4240 South Morgan Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said 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 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, Calvetti Meats is the owner of the property commonly known as 4240 South Morgan Street, Chicago, Illinois (hereinafter referred to as the "subject property") and intends to build a new structure on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be used by Calvetti Meats for meat processing and packing; and

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

WHEREAS, The grant of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

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

WHEREAS, The permanent real estate index number for the subject property is 20-05-200-130-0000; now, therefore,

*Be It Resolved*, That we, the Mayor and the 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 Class 6(b) tax incentive is both necessary and appropriate 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) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Number 20-05-200-142-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide two certified copies of this resolution for delivery to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

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

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PROPERTY AT 822 WEST EXCHANGE AVENUE APPROVED FOR  
CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT  
TO COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a proposed resolution concerning the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 822 West Exchange Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The 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 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, G & W Packing is the owner of the property commonly known as 822 West Exchange Avenue, Chicago, Illinois (hereinafter referred to as the "subject property") and intends to build a new structure on the subject property in the expectation that the subject property will be eligible for Class 6(b) tax incentives pursuant to the Cook County Real Property Classification Ordinance; and

WHEREAS, The subject property will be used by G & W Packing for meat packing; and

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

WHEREAS, The grant of Class 6(b) tax incentives for the subject property is necessary for the execution of the intended improvements; and

WHEREAS, The execution of these improvements and the future use of the subject property will provide significant present and future employment, both temporary and permanent; and

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

WHEREAS, The permanent real estate index number for the subject property is 20-05-200-130-0000; now, therefore,

*Be It Resolved*, That we, the Mayor and the 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 Class 6(b) tax incentive is both necessary and appropriate 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) classification of the subject property pursuant to the Cook County Real Property Classification Ordinance, as amended, and the application of the Class 6(b) tax incentives to the property identified as Permanent Real Estate Index Number 20-05-200-130-0000; and

SECTION 3. The Clerk of the City of Chicago is authorized to and shall provide two certified copies of this resolution for delivery to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois; and

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

ACCEPTANCE OF GRANT FROM MR. LEE B. STERN FOR  
ACQUISITION AND INSTALLATION OF ELECTRICAL  
LIGHTING FIXTURES FOR ILLUMINATION  
OF PICASSO SCULPTURE IN  
RICHARD J. DALEY  
CIVIC CENTER  
PLAZA.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the acceptance of a grant for the acquisition and installation of electrical fixtures for the illumination of the Picasso Sculpture located in the Richard J. Daley Civic Center Plaza, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.



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

The following is said ordinance as passed:

WHEREAS, The sculpture by Pablo Picasso located in the Richard J. Daley Plaza, unveiled on August 15, 1967, opened an era in Chicago of public placement of work by contemporary artists, enriching the urban landscape; and

WHEREAS, The Picasso sculpture is a Chicago landmark, recognizable throughout the world as a symbol of our city and its artistic and cultural vitality; and

WHEREAS, In recognition of the Picasso sculpture's importance to the city, Mr. Lee B. Stern has offered the City of Chicago a grant not to exceed \$50,000 for the acquisition of lighting fixtures to illuminate the Picasso sculpture and to reimburse the city's costs of installing the fixtures; and

WHEREAS, The illumination of the Picasso sculpture will show the city's recognition of the importance of this work of art, and demonstrate the pride of all Chicagoans in the cultural and artistic strength of our city; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the grant from Mr. Lee B. Stern for the purpose of acquiring and installing electrical lighting fixtures for the illumination of the Picasso sculpture located in the Richard J. Daley Plaza.

SECTION 2. The Mayor is hereby authorized to execute any documents and agreements necessary to evidence the city's acceptance of the grant and its conditions. The Mayor is further authorized to execute any intergovernmental agreement with the Public Building Commission of Chicago necessary to implement the purposes of the grant.

SECTION 3. The Purchasing Agent is authorized to acquire the necessary lighting fixtures by negotiation with a vendor or vendors approved by the grantor.

SECTION 4. The City Comptroller is authorized and directed to apply any proceeds of the grant described in Section 1 to the cost of acquiring and installing lighting fixtures for the illumination of the Picasso sculpture located in the Richard J. Daley Plaza.

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

EXECUTION OF SECOND AMENDMENT TO GRANT  
AGREEMENT WITH FEDERAL AVIATION  
ADMINISTRATION FOR PROJECTS  
AT CHICAGO O'HARE  
INTERNATIONAL  
AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to amend a grant agreement between the City of Chicago and the Federal Aviation Administration for projects at Chicago O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("Sponsor" or "City") owns and operates Chicago O'Hare International Airport ("Airport"); and

WHEREAS, The City Council, on November 29, 1978, passed an ordinance authorizing the Commissioner of Aviation, on behalf of the Mayor and the City, to execute and submit to the Federal Aviation Administration ("F.A.A.") Application for Federal Assistance ("Application") for projects at the Airport; and

WHEREAS, The City Council, on November 29, 1978, authorized the Mayor, on behalf of the City and the Department of Aviation to accept any grant offer ("Grant") which the F.A.A. may authorize pursuant to said Application; and

WHEREAS, The Grant was amended on March 19, 1982 to revise the project description; and

WHEREAS, It has been determined by the F.A.A. that the eligible/allowable project cost have exceeded the original estimate, thereby requiring the federal share of costs to be increased by \$76,070.64; now, therefore,

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

SECTION 1. That the Commissioner of Aviation is authorized to execute, on behalf of the City, and subject to approval as to form and legality by the Corporation Counsel, a Second Amendment ("Amendment") to Grant Agreement 6-17-0022-11 with the F.A.A., said Amendment to be substantially in the form attached.

SECTION 2. Further, the Mayor or the Commissioner of Aviation is authorized to accept, on behalf of the City, any increase in federal funding which is a result of the Amendment.

SECTION 3. This ordinance shall become effective immediately upon passage.

Second Amendment to Grant Agreement attached to this ordinance reads as follows:

*Chicago O'Hare International Airport*

*Chicago, Illinois*

*A.D.A.P. Project No. 6-17-0022-11*

*Contract No. DOT-FA78-GL-7935.*

*Amendment Number Two To Grant Agreement For Project  
Number A.D.A.P. 6-17-0022-11.*

Whereas, The Federal Aviation Administration (hereinafter referred to as the "F.A.A.") has determined it to be in the interest of the United States that the Grant Agreement between the F.A.A., acting for and on behalf of the United States, and the City of Chicago, Illinois (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on September 29, 1978, to be amended as hereinafter provided; and

Whereas, Based on the Final Project Report, it has been determined that eligible/allowable project costs have exceeded the original estimate; and

Whereas, It has been determined necessary to increase the federal share of this project by \$76,070.64; now, therefore,

*Witnesseth:*

That in consideration of the benefits to accrue to the parties hereto, the F.A.A., on behalf of the United States, on the one part, and the Sponsor, on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended by:

Increasing the maximum obligation of the United States as shown in numbered paragraph 1 on page 2 of 11 of Part I -- Offer, by \$76,070.64, from \$6,015,990.00 to \$6,092,060.64.

All other terms and conditions of the Grant Agreement remain in full force and effect.

In Witness Whereof, The parties hereto have caused this Amendment to said Grant Agreement to be duly executed.

United States of America,  
Federal Aviation Administration

By: Louis H. Yates

Title: Manager, Chicago Airports District  
Office

Date: April 23, 1990

City of Chicago  
(Name of Sponsor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

## Certificate Of Sponsor's Attorney.

I, \_\_\_\_\_, acting as attorney for the City of Chicago, (herein referred to as "Sponsor"), do hereby certify:

That I have examined the foregoing Amendment to Grant Agreement and the proceedings taken by said Sponsor relating thereto, and find that the execution thereof by the Sponsor has been duly authorized, and is in all respects due and proper and in accordance with the laws of the State of Illinois and further that, in my opinion, said Amendment to Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Executed this day of \_\_\_\_\_, 1990.

EXECUTION OF FIRST AMENDMENT TO LIMITED AGENCY AND  
PARTICIPATION AGREEMENT WITH ILLINOIS DIVISION  
OF AERONAUTICS FOR REPAIR OF TERMINAL  
BUILDING ROOF AT CHICAGO  
MIDWAY AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an amendment to an Agency and Participation Agreement between the City of Chicago and the State of Illinois Division of Aeronautics for roof repair work to be performed at Midway Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("Sponsor" or "City") owns and operates Chicago Midway Airport ("Airport"); and

WHEREAS, The City Council, on March 18, 1987, passed an ordinance authorizing the City to execute and submit to the State of Illinois Division of Aeronautics ("Division"), an Agency and Participation Agreement ("Agreement") for projects at the Airport; and

WHEREAS, It has been determined that it is necessary to include re-roofing of the terminal building to support the other improvements already made thereunder; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute, on behalf of the City, and subject to approval of the Commissioner of Aviation, the City Comptroller, and attestation by the City Clerk and approval as to form and legality by the Corporation Counsel, a First Amendment ("Amendment") to State Project 87A- 25-1219 with the Division, said Amendment to be substantially in the form attached.

SECTION 2. This ordinance shall become effective immediately upon passage.

First Amendment to Limited Agency and Participation Agreement attached to this ordinance reads as follows:

*First Amendment To  
Limited Agency And Participation Agreement.*

Chicago Midway Airport

Chicago, Illinois

Build Illinois Program

Illinois Project No. 87A-25-1219.

Whereas, The State of Illinois, Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Division"), has determined that, in the interest of the State of Illinois, the Agency and Participation Agreement relating to the above-numbered project between the Secretary of the Department of Transportation, acting for and on behalf of the State of Illinois and the City of Chicago (hereinafter referred to as the "Municipality"), accepted by said Municipality on March 25, 1987, be amended as hereinafter provided; and

Whereas, It has been determined necessary to include re-roofing of the Terminal Building due to its poor condition to support the other improvements already made; now, therefore

*Witnesseth:*

That in consideration of the benefits to accrue to the parties hereto, the Division, on behalf of one State of Illinois, on the one part, and the Municipality, on the other part, do hereby mutually agree that the said Agency and Participation Agreement be and hereby is amended by:

1. Revision of the project description of the project on page 1 by adding "Terminal Building, Roof -- re-roofing of the existing terminal building roof".

All other terms and conditions of the Agency and Participation Agreement remain in full force and effect.

In Witness Whereof, The parties hereto have caused this First Amendment to be executed.



State of Illinois,  
Department of Transportation,  
Division of Aeronautics

Reviewed and Recommended for Approval:

By: \_\_\_\_\_  
Chief Engineer

By: \_\_\_\_\_  
Secretary of Transportation

Date: \_\_\_\_\_

(Seal)

City of Chicago, Illinois,  
a municipal corporation  
of the State of Illinois

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

(Seal)

By: \_\_\_\_\_  
City Comptroller

By: \_\_\_\_\_  
Commissioner of Aviation

Approved As To Form And Legality:

By: \_\_\_\_\_  
Assistant Corporation Counsel

Date: \_\_\_\_\_

EXECUTION AND DELIVERY OF FIRST SUPPLEMENTAL INDENTURE  
IN CONNECTION WITH CITY OF CHICAGO GENERAL  
OBLIGATION ADJUSTABLE RATE BONDS  
CENTRAL PUBLIC LIBRARY PROJECT,  
SERIES A, B AND C OF 1988.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution and delivery of First Supplemental Indenture in connection with the City of Chicago General Obligation Adjustable Rate Bonds Central Public Library Project, Series A, B and C of 1988, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (the "City"), has previously issued its City of Chicago General Obligation Adjustable Rate Bonds Central Public Library Project, Series A, B and C of 1988 (the "Bonds") currently outstanding in the aggregate principal amount of \$130,000,000; and

WHEREAS, Each such series of Bonds is issued under and secured by a Trust Indenture dated as of March 1, 1988, between the City, Harris Trust and Savings Bank, as Trustee, (the "Trustee") and Chemical Bank, as Tender Agent (the "Tender Agent") relating to such series (each such Trust Indenture referred to herein as the "Initial Indenture"); and

WHEREAS, The repayment of each series of Bonds is secured by a separate Letter of Credit by Marine Midland Bank, N.A. ("Marine"); and

WHEREAS, It is necessary and desirable to amend each of the Initial Indentures securing the Bonds so as to accommodate the issuance by The Hong Kong and Shanghai Banking Corporation Limited, acting through its New York Branch (the "Confirming Bank") of a confirmation relating to each Letter of Credit issued by Marine; and

WHEREAS, There has been presented to this meeting a form of First Supplemental Indenture (the "First Supplemental Indenture") providing the amendments described above proposed to be executed and delivered by the City with respect to each Initial Indenture; now, therefore,

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

SECTION 1. The form, terms and provisions of each proposed First Supplemental Indenture be, and it hereby is, in all respects approved. The Comptroller of the City be, and hereby is, authorized, empowered and directed to execute, and the City Clerk of the City be, and hereby is, authorized, empowered and directed to attest and to impress the official seal

of the City on each First Supplemental Indenture in the name and on behalf of the City in respect to each series of outstanding Bonds, and thereupon to cause each First Supplemental Indenture to be delivered to the Trustee and the Tender Agent; that each First Supplemental Indenture is to be in substantially the form presented to and before this meeting and hereby approved, or with such changes therein and insertions thereto as shall be approved by the officers of the City executing the First Supplemental Indenture, such officers' execution thereof to constitute conclusive evidence of such officers' approval and the approval of this City Council of any and all changes or revisions therein from and insertions to the form of First Supplemental Indenture before this meeting. Each such First Supplemental Indenture shall constitute and is hereby made a part of this authorizing ordinance, and a copy of each First Supplemental Indenture shall be placed in the official records of the City and shall be available for public inspection at the principal office of the City.

SECTION 2. The Comptroller, the City Clerk and the proper officers, officials, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and certificates, as may be necessary to carry out and comply with the provisions of each First Supplemental Indenture and to further the purposes and intent of this authorizing ordinance, including the preamble hereto.

SECTION 3. No recourse shall be had for any claim based hereon against any past, present or future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution.

SECTION 4. That all acts of the officers, officials, agents and employees of the City which are in conformity with the purposes and intent of this authorizing ordinance be, and the same hereby are, in all respects, approved, ratified and confirmed.

SECTION 5. That the provisions of this authorizing ordinance are hereby declared to be separable, and if any section, phrase or provision of this authorizing ordinance shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions of this authorizing ordinance.

SECTION 6. 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 7. This authorizing ordinance shall be in full force and effect upon its passage as by law provided.

First Supplemental Indenture attached to this ordinance reads as follows:

*First Supplemental Indenture*

*Among*

*City Of Chicago, Illinois,  
As Issuer*

*And*

*Harris Trust And Savings Bank,  
As Trustee*

*And*

*Chemical Bank,  
As Tender Agent*

*Securing*

*§* \_\_\_\_\_

*General Obligation Adjustable Rate Bonds Of Central  
Public Library Project*

*Series \_\_\_\_\_ Of 1988*

*Dated As Of August 1, 1990.*

This First Supplemental Indenture, dated as of August 1, 1990 (the "First Supplemental Indenture"), among the City of Chicago, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), Harris Trust and Savings Bank, a state banking corporation duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of Illinois, with its principal corporate trust office in Chicago, Illinois, as Trustee (the "Trustee"), and Chemical Bank, a state banking corporation duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the State of New York, with its principal corporate trust office in the City of New York, New York, as Tender Agent (the "Tender Agent").

*Witnesseth:*

Whereas, The Issuer has issued its General Obligation Adjustable Rate Bonds Central Public Library Project, Series \_\_\_\_ of 1988 (the "Bonds"), pursuant to a Trust Indenture, dated as of March 1, 1988, among the Issuer, the Trustee and the Tender Agent (the "Indenture"); and

Whereas, The Issuer and the Trustee have now determined that it is necessary and desirable to supplement the Indenture for purposes of granting to and conferring upon the Trustee, for the benefit of the registered owners of the Bonds, certain additional benefits, rights, remedies, powers and authorities which may be lawfully granted to and conferred upon the Trustee and the Tender Agent;

Now, Therefore, In consideration of the premises and agreements herein set forth, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

*Article I.*

*Definitions.*

Words and terms which are defined in the Indenture shall have, when used herein, the same meanings therein ascribed to them unless the context of use indicates a different meaning or intent.

*Article II.*

*Amendments Of The Indenture.*

Section 2.01 Amendment Of Article I Of The Indenture.

Section 1.02 of the Indenture is amended by adding the following definitions in the appropriate places:

"Confirmation" means Confirmation No. \_\_\_\_\_ issued by the Confirming Bank on \_\_\_\_\_, 1990, for the benefit of the Tender Agent, pursuant to which the Confirming Bank confirmed Letter of Credit No. \_\_\_\_\_ issued by the Bank on April 7, 1988.

"Confirming Bank" means the Hong Kong and Shanghai Banking Corporation Limited, acting through its New York Branch.

Section 2.02 Addition Of Article XIVA To The Indenture.

Article XIVA is hereby added to the Indenture by the addition of the following after the end of Article XIV of the Indenture:

Article XIVA.

Confirmation Of Letter Of Credit.

Section 14A.01 Confirmation Acceptance.

The Tender Agent hereby agrees to accept the Confirmation when issued and agrees to draw on the Confirmation, in accordance with its terms, only in the event the Bank fails to pay under the Letter of Credit and the Tender Agent does not receive notice from the Bank that such failure to pay was the result of a non-confirming draw request.

Section 14A.02 Transfer.

The Tender Agent shall not transfer the Letter of Credit to a successor Tender Agent without simultaneously transferring the Confirmation to such successor Tender Agent.

Section 14A.03 Successor Tender Agent.

The Issuer hereby agrees that neither the Bank nor the Confirming Bank shall ever be appointed or approved as a successor Tender Agent under the Indenture.

Section 14A.04 Segregation Of Funds.

The Tender Agent shall hold any money received by virtue of a drawing under the Confirmation separate and apart from all other money and will not exercise any right to set-off or impose any lien or otherwise seek the right to obtain payment for fees or for any other purpose but shall apply such money solely to the payment of principal of and purchase price and interest on the Bonds.

Section 14A.05 Limit On Investment.

The Tender Agent and the Issuer hereby agree that no investment will be made of money obtained by virtue of payments made by the Confirming Bank in any investment permitted under the Indenture except in such permitted investments that may be acquired by the Tender Agent with money paid by virtue of a drawing under the Letter of Credit.

Section 14A.06 Notice To Moody's.

The Tender Agent shall give notice to Moody's and S. & P. of any prospective change in or substitution of the Letter of Credit or the Confirmation.

Section 14A.07 Termination Of Confirmation At Request Of Bank.

In the event that the Tender Agent receives a notice from the Bank to the effect that the Bank has in effect a short-term rating from Moody's of not less than P-1 and a short-term rating from S. & P. Corporation of not less than A-1 (which notice shall be accompanied by evidence of the effectiveness of both such ratings and evidence to the effect that the ratings on the Bonds will not be reduced or withdrawn as a result of the termination of the Confirmation), and as a result thereof the Bank directs that the Confirmation be terminated, the Tender Agent shall surrender the Confirmation to the Confirming Bank on the 10th day after receipt of such notice.



Section 14A.08 Substitution Of Confirmation.

The terms of the Indenture as amended by this Supplemental Indenture shall apply to any extension of the Confirmation.

Section 14A.09 Return Of Payments.

In the event that the Tender Agent receives any payment from the Bank under the Letter of Credit after the Tender Agent has made a drawing under the Confirmation and received payment from the Confirming Bank, the Tender Agent shall return any such payment received from the Confirming Bank in an amount not exceeding the lesser of such payment or the amount received from the Bank.

*Article III.*

*Miscellaneous Provisions.*

Section 3.01 Ratification.

In all respects not inconsistent with the terms and provisions of this First Supplemental Indenture, the Indenture is hereby ratified, approved and confirmed. In executing and delivering this First Supplemental Indenture, the Trustee and the Tender Agent shall be entitled to all of the privileges and immunities afforded to the Trustee and the Tender Agent, respectively, under the terms and provisions of the Indenture.

Section 3.02 Counterparts.

This First Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 3.03 Applicable Law.

This First Supplemental Indenture shall be governed exclusively by the applicable laws of the State of Illinois.

Section 3.04 Severability.

If any provision of this First Supplemental Indenture shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 3.05 Captions.

The captions or headings of this First Supplemental Indenture are for convenience of reference only, and in no way define, limit or describe the scope or intent or any provisions or sections of this Indenture.

Section 3.06 Limitation On Liability.

No recourse shall be had for any claim based on this First Supplemental Indenture against any past, present or future officer, employee or agent, or member of the City Council, of the Issuer, or any successor to the Issuer, either directly or through the Issuer, or any successor to the Issuer, under any rule of law or equity, statute or constitution.

In Witness Whereof, The Issuer has caused this First Supplemental Indenture to be executed on its behalf by its Comptroller and attested by its City Clerk, and the official seal of the Issuer to be hereon impressed, and the Trustee, to evidence its acceptance of the powers and duties created hereunder, has caused this First Supplemental Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereon impressed and duly attested and the Tender Agent, to evidence its acceptance of the powers and duties created hereunder, has caused this First Supplemental Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereon impressed and duly attested, all as of the day and year first above written.

City of Chicago, Illinois,  
as Issuer

By: \_\_\_\_\_  
Walter K. Knorr,  
Comptroller

[Seal]

Attest:

By: \_\_\_\_\_  
Walter S. Kozubowski,  
City Clerk

Harris Trust and Savings Bank,  
as Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Seal]

Attest:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Chemical Bank,  
as Tender Agent

By: \_\_\_\_\_

Its: \_\_\_\_\_

[Seal]

Attest:

By: \_\_\_\_\_

Its: \_\_\_\_\_

ISSUANCE OF TAX INCREMENT ALLOCATION BONDS  
FOR 95TH STREET AND STONY ISLAND AVENUE  
PROJECT, SERIES 1990A.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning the authority to issue Tax Increment Allocation Bonds for the 95th Street and Stony Island Avenue Project, Series 1990A, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 44.

*Nays* -- None.

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

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City"), has heretofore designated a portion of the City as a "redevelopment project area" known as the 95th Street and Stony Island Avenue Redevelopment Project Area (the "Project Area") in accord with the provisions of the Tax Increment Allocation Redevelopment Act, as supplemented and amended (the "Act"); and

WHEREAS, The City has approved a redevelopment plan and redevelopment project for the Project Area and held the necessary public hearings required by the Act; and

WHEREAS, The City Council of the City (the "Corporate Authorities") have determined that it is necessary and in the best interests of the City that the City issue tax increment allocation bonds for the purpose of paying a portion of the redevelopment project costs for the redevelopment project which has been approved for the Project Area; now, therefore,

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

SECTION 1. Definitions. The following words and terms used in this ordinance shall have the following meanings unless the context or use indicates another or different meaning:

"Act" means the Tax Increment Allocation Redevelopment Act of the State of Illinois, as amended and supplemented from time to time.

"Additional Bonds" means any bonds issued in the future on a parity with and sharing ratably and equally in the Incremental Taxes with the Bonds.

"Bond Order" means a certificate signed by any Designated Officer and setting forth the details of the Bonds to be issued under this Ordinance.

"Bond Registrar" means the Bond Registrar and Paying Agent as so designated in the Bond Order.

"Bond" means the not to exceed \$5,000,000 Tax Increment Allocation Bonds (95th Street and Stony Island Avenue Project), Series 1990A, authorized under this Ordinance.

"City" means the City of Chicago, Illinois and its successors and assigns.

"Corporate Authorities" means the City Council of the City.

"Construction Escrow Agreement" means a construction escrow agreement between the City, the Escrowee and such other parties as may be, to provide for the disbursement of the proceeds of the Bonds in accordance with this Ordinance, in such form as approved by the Corporation Counsel.

"Debt Service Reserve Requirement" means that amount so identified in the Bond Order.

"Designated Officer" means the Comptroller of the City or designees or assigns.

"Escrowee" means a trust company or a bank with trust powers which commonly acts in a trust capacity of construction money escrows, as selected by the City Comptroller.

"Government Securities" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of the United States of America and all securities or obligations, the prompt payment of principal and interest of which is guaranteed by a pledge of the full faith and credit of the United States of America.

"Incremental Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerk of the County of Cook, Illinois, in accord with Section 11-74.4-9 of the Act.

"Incremental Taxes Fund" means the 1990 95th Street and Stony Island Avenue Tax Increment Redevelopment Project Area Special Tax Allocation Fund of the City, which is a special tax allocation fund for the Project Area established pursuant to Section 11-74.4-8 of the Act and created by an ordinance heretofore adopted by the Corporate Authorities on May 16, 1990, as continued and further described by Section 8 of this Ordinance.

"Independent" when used with respect to any specified person means such person who is in fact independent and is not connected with the City as an officer, employee, underwriter, or person performing a similar function. Whenever it is herein provided

that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the signer has read this definition and that the signer is Independent within the meaning hereof.

"Maximum Annual Debt Service" means at any given time of determination an amount equal to the maximum principal and interest requirement on the Bonds and any Additional Bonds then outstanding in the then current or in any succeeding calendar year by reason of stated maturities, scheduled mandatory prepayments or by operation of any mandatory sinking fund or as otherwise provided in the Bond Order.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with the terms hereof.

"Pledged Revenues" means Incremental Taxes.

"Project" means the redevelopment project heretofore approved by the Corporate Authorities pursuant to an ordinance adopted on May 16, 1990, in furtherance of the objectives of the Redevelopment Plan.

"Project Area" means the 95th Street and Stony Island Avenue Tax Increment Redevelopment Project Area described more fully in Exhibit A attached hereto and heretofore established by the Corporate Authorities in accord with the provisions of the Act.

"Project Costs" means the sum total of all reasonable or necessary costs incurred or estimated to be incurred which are incidental to the Redevelopment Plan and the Project, including, without limitation, the following:

(i) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided however that no charges for professional services may be based on a percentage of the tax increment collected;

(ii) Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(iii) Costs of rehabilitation, reconstruction or repair or remodeling of existing buildings and fixtures;

(iv) Costs of the construction of public works or improvements;

(v) Costs of job training and retraining projects;

(vi) Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of

construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;

(vii) All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs;

(viii) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or State law;

(ix) Payment in lieu of taxes; and

(x) Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi- technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10.22.20a and 10-23.3a of The School Code.

"Qualified Investments" means Government Securities and such other securities as may from time to time be permissible for home rule units under Illinois law.

"Redevelopment Agreement" means that certain Redevelopment Agreement (95th Street and Stony Island Avenue Project) by and between the City and American National Bank and Trust Company of Chicago, not personally but as Bond Registrar under Trust Agreement, dated \_\_\_\_\_, 1990, and known as Trust No. \_\_\_\_\_.

"Redevelopment Plan" means the comprehensive program of the City for the Project Area heretofore approved by the Corporate Authorities by an ordinance adopted on May 16, 1990, and together with any further amendments and supplements thereto.

"Total Initial Equalized Assessed Value" mean the total initial equalized assessed value of the taxable real property within the Project Area determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of Section 11-74.4-9 of the Act.



**SECTION 2. Findings.** The Corporate Authorities hereby find that the Project Area has been established in accordance with the provisions of the Act and that it is necessary and in the best interests of the City that the City construct, acquire and install the Project and that the Bonds be issued to enable the City to pay a portion of the Project Costs.

**SECTION 3. Bond Details.** There shall be borrowed for and on behalf of the City the sum of not to exceed \$5,000,000 for the purposes aforesaid; bonds of the City (the "Bonds") shall be issued in said amount and shall be designated "Tax Increment Allocation Bonds (95th Street and Stony Island Avenue Project), Series 1990A". The Bonds shall be dated the date of delivery, and shall also bear the date of authentication, shall be in fully registered form, shall be in the denominations set forth in the Bond Order (but no single Bond shall represent principal maturing on more than one date), shall be numbered 1 and upward, and (subject to the hereinafter stated provisions for redemption prior to maturity) shall become due as provided in the Bond Order on the given dates of the years up to and including January 1, 2010.

The Bonds shall bear interest at the rates percent per annum as set forth in the Bond Order, said rates not to exceed 10.50% per annum, from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first days of January and July of each year, commencing on January 1, 1991, or on July 1, 1991, as set forth in the Bond Order. Principal of and premium (if any) on each Bond shall be paid in lawful money of the United States of America, at the principal corporate trust office of the Bond Registrar. Interest on each Bond shall be paid by check or draft of the Bond Registrar to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date.

The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City and shall be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk of the City, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Bond Registrar if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 4. Redemption. The Bond Order may provide that Bonds maturing on January 1 of any year to and including January 1, 2010 are term bonds (the "Term Bonds"). Term Bonds shall be subject to mandatory redemption by operation of the Principal and Interest Account at a price of par and accrued interest, without premium, on January 1 of the years and in the amounts set forth in the Bond Order.

The City covenants that it will redeem Term Bonds pursuant to the mandatory redemption required for such Term Bonds. Proper provision for mandatory redemption having been made, the City covenants that the Term Bonds so selected for redemption shall be payable as at maturity.

If the City redeems Bonds pursuant to optional or extraordinary redemption, as hereinafter provided or purchases Term Bonds of any maturity and cancels the same from moneys on deposit in the Principal and Interest Account as hereinafter provided, then an amount equal to the principal amount of Term Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for Term Bonds of such maturity in the inverse order of years of such requirement as then remaining, fully reducing the requirement for each year before applying any amount to the requirement for the next year.

Bonds shall be subject to optional and/or extraordinary redemption as provided in the Bond Order.

In the event that less than all of the Bonds are called for redemption as aforesaid, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$100,000 or other authorized denomination Bond or \$100,000 or other authorized denomination portion of a Bond shall be as likely to be called for redemption as any other such \$100,000 or other authorized denomination Bond or \$100,000 or other authorized denomination portion.

Unless waived by the owner of Bonds to be redeemed, notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by registered or certified mail not less than thirty days and not more than sixty days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owners to the Bond Registrar.

All notices of redemption shall include at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;

(3) if less than all of the Bonds of a particular series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Bond Registrar on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the C.U.S.I.P. numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption shall be sent at least 35 days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being Depository Trust Company of New

York, New York, Midwest Securities Trust Company of Chicago, Illinois, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services, chosen in the discretion of the Bond Registrar, that disseminate notice of redemption of obligations such as the Bonds.

Each further notice of redemption shall be published one time in *The Bond Buyer*, New York, New York or, if such publication is impractical or unlikely to reach a substantial number of the registered owners of the Bonds, in some other financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds, such publication to be made at least 30 days prior to the date fixed for redemption.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the C.U.S.I.P. number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

**SECTION 5. Registration of Bonds; Persons Treated as Owners.** The City shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the Registrar of the City. The City is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or his attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period of fifteen (15) days next preceding any interest payment date on such Bond, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other

governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

SECTION 6. Security. The Bonds, together with the interest and premium, if any, thereon, are limited obligations of the City, payable solely and only from the collection of the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided herein. No holder of any Bond shall have the right to compel the exercise of any taxing power of the City for payment of principal thereof or interest or premium, if any, thereon. The Bonds do not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any statutory or constitutional provision.

SECTION 7. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [4] and the legend, "See Reverse Side for Additional Provisions", shall be omitted and paragraphs [6] through [15] shall be inserted immediately after paragraph [5]:

[Form of Bond -- Front Side]

Registered  
No.

Registered  
\$

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond

(95th Street And Stony Island Avenue Project),

Series 1990A.

\_\_\_\_\_  
 :See Reverse Side :  
 :for Additional :  
 :Provisions \_\_\_\_\_ :

Interest	Maturity	Dated
Rate:	Date:	Date: _____,
		1990

Registered Owner:

Principal Amount :

[1] Know All Men By These Presents, That the City of Chicago, Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as hereinafter provided, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above, commencing \_\_\_\_\_ 1, 1991, and on each July 1 and January 1 thereafter until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity are and become applicable hereto. Both principal hereof and premium, if any, hereon are payable in lawful money of the United States of America at the principal office of \_\_\_\_\_, Chicago, Illinois, as bond registrar and paying agent (the "Bond Registrar"). Payment of interest shall be made to the Registered Owner hereof on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding the interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] This bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory thereof and supplemental thereto, and the principal of and interest, and premium, if any, on the Bonds are payable from the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the 1990 95th Street and Stony Island Avenue Tax Increment Redevelopment Project Area established by the City in accord with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property, all as determined by the County Clerk of the County of Cook, Illinois, in accord with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purpose of paying the costs of a

redevelopment project in the Project Area, all as more fully described in proceedings adopted by the City Council of the City (the "Corporate Authorities") pursuant to the Act and in an ordinance authorizing the issuance of the Bonds adopted by the Corporate Authorities on the \_\_\_\_\_ day of \_\_\_\_\_, 1990, and authorizing the issuance of the Bonds (the "Bond Ordinance"), to all the provisions of which the holder by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, thereon, are limited obligations of the City, payable solely from the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both principal and interest, as aforesaid, at maturity, the Incremental Taxes are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Holder Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Hereof Or Interest Or Premium, If Any, Hereon.

[3] Under the Act and the Bond Ordinance, the Incremental Taxes shall be deposited in the 1990 95th Street and Stony Island Avenue Tax Increment Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the fund shall be used first and are pledged for paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance.

[4] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

[5] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law, and the City hereby covenants and agrees that it has made provision for the segregation of the Incremental Taxes and that it will properly account for said taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

[6] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[7] In Witness Whereof, Said City of Chicago, Illinois, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk, and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Day identified above.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Date of Authentication: \_\_\_\_\_, \_\_\_\_\_

Certificate of  
Authentication

Bond Registrar  
and  
Paying Agent:

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (95th Street and Stony Island Avenue Project), Series 1990A, of the City of Chicago, Illinois, having an original dated date of \_\_\_\_\_, 1990.

\_\_\_\_\_  
as Bond Registrar

By: \_\_\_\_\_  
Authorized Officer



[Form of Bond -- Reverse Side]

City Of Chicago, Illinois

Tax Increment Allocation Bond

(95th Street And Stony Island Avenue Project), Series 1990A.

[8] This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[9] The Bonds are issued in fully registered form in the minimum denomination of \$ \_\_\_\_\_ and such other denominations in excess thereof as shall be appropriate. This Bond may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

[10] The City and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

[11] The Bonds due on January 1, \_\_\_\_\_ are subject to mandatory redemption by operation of the Principal and Interest Account of the Pledged Taxes Fund at a price of par and accrued interest, without premium, on January 1 of the years and in the amounts as follows:

Year	Amount (\$)
_____	\$ _____
_____	_____
_____	_____
_____	_____
_____	_____

with \$ \_\_\_\_\_ remaining principal due at maturity on January 1, \_\_\_\_\_.

[12] [Optional redemption terms set forth.]

[13] [Extraordinary redemption terms set forth.]

[14] Written notice of the redemption of any or all of said Bonds shall be given by the City to the registered holder thereof by certified or registered mail to the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such registered owner to the Bond Registrar. The date of the mailing and filing of such notice shall be not more than sixty (60) and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion thereof shall have been called for redemption and payment made or provided for, interest thereon shall cease from and after the date so specified.

[15] The rights and obligations of the City and of the registered owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the City and of the holders of not less than sixty-two percent (62%) in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

or its successor as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 8. Incremental Taxes Fund -- Accounts. There is hereby continued the heretofore created special fund of the City, to be held by the City except as hereinafter expressly provided, which fund shall be held separate and apart from all other funds and accounts of the City and shall be known as the 1990 95th Street and Stony Island Avenue Tax Increment Redevelopment Project Area Special Tax Allocation Fund (the "Incremental Taxes Fund"). All of the Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of, interest on and premium, if any, on the Bonds shall be set aside as collected and be deposited by the City Treasurer in the Incremental Taxes Fund which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance. The Bonds are secured by a pledge of all of the moneys on deposit in the Incremental Taxes Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

In accord with the provisions of the Act, the Incremental Taxes are to be paid to the City Treasurer by the officers who collect or receive the Incremental Taxes. Whenever the City Treasurer receives any of the Incremental Taxes, she shall promptly deposit the same into the Incremental Taxes Fund. The moneys on deposit in the Incremental Taxes Fund shall be used by the City solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as hereinafter provided to the separate accounts hereby created within the Incremental Taxes Fund to be known as the "Principal and Interest Account", the "Reserve and Redemption Account" and the "General Account". As moneys are deposited by the City into the Incremental Taxes Fund, they shall be credited as follows:

(a) The Principal and Interest Account. The City Treasurer shall first credit to and shall immediately deposit into the Principal and Interest Account the Pledged Revenues and, except as hereinafter provided, such moneys shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds as the same become due. Capitalized interest received upon the sale of the Bonds shall be deposited to and held in the Capitalized Interest Subaccount hereby created within the Principal and Interest Account and shall be used to pay first interest coming due on the Bonds.

On or before sixty days prior to each principal payment date on the Bonds, the City Treasurer shall determine (i) the amount of Pledged Revenues, together with investment earnings thereon, to the credit of the Principal and Interest Account and (ii) the amount of proceeds of the Bonds, together with investment earnings thereon, to the credit of the Capitalized Interest Subaccount. Monies to the credit of the Capitalized Interest Subaccount shall be deemed the first monies available to pay interest on the Bonds and

shall be applied by the Bond Registrar to first interest coming due on the Bonds. The City Treasurer shall determine the remaining amount necessary to pay principal, interest, and redemption premium and expenses, if any, on such principal payment date and the next succeeding interest payment date, which remaining amounts shall be paid from the Principal and Interest Account. Funds to the credit of the Principal and Interest Account in excess of such necessary amount shall first be transferred by the City Treasurer to the Reserve and Redemption Account as provided below and shall next be paid by the City Treasurer to and credited by the City Treasurer to the General Account as described below.

(b) The Reserve and Redemption Account. The City Treasurer shall next transfer the balance of the Pledged Revenues into the Reserve and Redemption Account until such account aggregates the Debt Service Reserve Requirement, and thereafter no such payments shall be made into said Account except that when any money is paid out of said Account annual payments shall be resumed and continued until said Account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. Monies on deposit in the Reserve and Redemption Account shall be transferred to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Bonds. Moneys on deposit in said Account may be used to pay principal of and interest and premium, if any, on the Bonds on the last stated maturity thereof. Whenever such a transfer is made the City Treasurer shall promptly give written notice thereof to the City.

Whenever the City has transferred for deposit in the Reserve and Redemption Account an amount sufficient to meet the Debt Service Reserve Requirement, the City Treasurer shall then deposit remaining funds to the credit of the Fund into the following account.

(c) The General Account. All moneys remaining in the Incremental Taxes Fund, after crediting the required amounts to the respective accounts hereinabove provided for, shall be credited to the General Account. Moneys on deposit in the General Account shall be transferred by the City Treasurer first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund; second, shall be used to pay costs of Additional T.I.F. Improvements, which constitute additional Project Costs, as provided in the Redevelopment Agreement, and, thereafter, shall be used for one or more of the following purposes, without any priority among them:

(i) for the purpose of paying any Project Costs; or

(ii) for the purpose of redeeming Bonds or Additional Bonds; or

(iii) for the purpose of purchasing Bonds or Additional Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(iv) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Project Area in accordance with the Act.

(d) **The Rebate Account.** There is hereby created a separate and special account within the Incremental Taxes Fund known as the "Rebate Account", into which there shall be deposited as necessary investment earnings in the Principal and Interest Account and the Reserve and Redemption Account to the extent required so as to maintain the tax exempt status of interest on Bonds issued on a tax exempt basis. All rebates, special impositions or taxes for such purpose payable to the United States of America (Internal Revenue Service) shall be payable from the Rebate Account.

(e) **Investments.** The moneys on deposit in the Incremental Taxes Fund and the various accounts therein may be invested from time to time in Qualified Investments. Any such investments may be sold from time to time by the City as moneys may be needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, the City Treasurer shall (with or without direction from the City) sell such investments when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created therein. Any earnings or losses on such investments in the Reserve and Redemption Account shall first be attributed to the Rebate Account to the extent required, next be credited to and held in the Reserve and Redemption Account so long as the credit balance in said Account is less than the Debt Service Reserve Requirement, and next be transferred to the Incremental Taxes Fund. All other investment earnings shall be attributed to the account within the Incremental Taxes Fund for which the investment was made.

**SECTION 9. General Covenants.** The City covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding and unpaid:

(a) The City will punctually pay or cause to be paid solely from the Incremental Taxes Fund the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements thereof.

(b) The City will pay and discharge, or cause to be paid and discharged, solely from the Incremental Taxes Fund any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part thereof, or which might impair the security of the Bonds. Nothing herein contained shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(c) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Project and to the Pledged Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the holders of not less than ten percent (10%) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

The City will prepare or cause the preparation of within one hundred eighty (180) days after the close of each fiscal year of the City so long as any of the Bonds are outstanding, complete financial statements with respect to the preceding fiscal year showing the Pledged Revenues received, all disbursements from the funds and accounts created by this Ordinance and the financial condition of the Project, including the balances in all funds and accounts relating to the Bonds and the project as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public accountant. The City will furnish a copy of such statements to any Bondholder upon written request.

(d) The City will preserve and protect the security of the Bonds and the rights of the Bondholders and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

(e) The City will continue to implement the Project with all practicable dispatch in accord with its stated objectives and purposes in conformity with the Redevelopment Plan and the Act.

(f) The City will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance.

SECTION 10. Sale of the Bonds. As soon as may be after this Ordinance becomes effective, the Bonds shall be executed by the City Treasurer and be by her delivered to Pryor, McClendon, Counts & Co., Inc., Philadelphia, Pennsylvania, the purchaser thereof, upon receipt of the purchase price therefor at the price set forth in the Bond Order.

Upon the sale of the Bonds, any Designated Officer and such other officers of the City as may be necessary are hereby authorized to execute such documents as may be necessary to implement the Project and to effect the issuance and delivery of the Bonds, including but not limited to:

(a) a Contract of Purchase by and between the City and Pryor, McClendon, Counts and Co., Inc.;

(b) an Offering Document prepared in connection with the issuance of the Bonds;

(c) the Bond Order;

(d) a Construction Escrow Agreement;

(e) the Redevelopment Agreement in substantially the form attached hereto as Exhibit B; and

execution thereof by such officers is hereby deemed conclusive evidence of approval thereof with such changes as may be effected.

Prior to the execution and delivery of any such Contract of Purchase, the Designated Officers shall find and determine that said contract is in the best interest of the City.

Upon the sale of the Bonds, the Designated Officers shall prepare the Bond Order and shall provide the same to the Corporate Authorities, which Bond Order shall include the pertinent details of sale as provided herein, and which Bond Order shall be entered into the records of the City and made available to all members of the Corporate Authorities at the next public meeting thereof; provided, however, that such action shall be for information purposes only and the Corporate Authorities shall have no right or authority at such time to approve or reject such sale as evidenced in the Bond Order.

**SECTION 11. Use of Bond Proceeds.** The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest received by the City upon the sale of the Bonds shall be remitted by the City Treasurer for deposit in the Principal and Interest Account of the Incremental Taxes Fund and be used to pay first interest coming due on the Bonds. Capitalized interest derived from the proceeds of the Bonds shall be remitted by the City Treasurer to the Capitalized Interest Subaccount of the Principal and Interest Account, which subaccount is hereby created within said Principal and Interest Account, and, subject to the hereinabove stated provisions for extraordinary redemption of the Bonds prior to maturity, shall be used to pay first interest coming due on the Bonds.

(b) The City shall then allocate from the Bond proceeds an amount for expenses incurred in the issuance of the Bonds which shall be deposited into an "Expense Fund" to be maintained by the City Treasurer and disbursed for such issuance expenses from time to time in accordance with usual City procedures for the disbursement of funds. Monies not disbursed from the Expense Fund within 6 months shall be transferred by the City for deposit in the hereinafter described Project Fund, and any deficiencies in the Expense Fund shall be paid by disbursement from the Project Fund.

(c) The City shall then allocate from the Bond proceeds the amount set forth in the Bond Order for credit to, and such sum shall be credited to, the Reserve and Redemption Account.

(d) The remaining funds shall be set aside in a separate fund hereby created and designated as the "Project Fund (1990)" (the "Project Fund"), which the City shall maintain with the Escrowee. Money in said fund shall be withdrawn from time to time as needed for the payment of costs of the Project and paying the fees and expenses incidental thereto not paid out of the Expense Fund and said money shall be disbursed by the Escrowee from time to time as provided in the Construction Escrow Agreement.

Within sixty (60) days after full depletion of the Project Fund a Designated Officer shall provide certification in writing (a "Bond Proceeds Completion Certificate") to the Corporate Authorities of the fact of such depletion, or the engineer in responsible charge of the Project shall provide a Bond Proceeds Completion Certificate to the Corporate Authorities of the fact that the work has been completed according to approved plans and specifications, as applicable, and, upon approval of such Bond Proceeds Completion Certificate by the Corporate Authorities, funds (if any) remaining in the Project Fund shall be transmitted by the City Treasurer, and said Treasurer shall credit said funds to the Reserve and Redemption Account, or, if such account is fully funded, to the General Account; and the Project Fund shall be closed.

Pursuant to the Construction Escrow Agreement, funds on deposit in the Project Fund may be invested by the Escrowee at the direction of the City Treasurer in Qualified Investments. All Investment Earnings in the Project Fund shall first be transferred and credited to the Rebate Fund as necessary to maintain the tax exempt status of interest paid on the Bonds and next shall be credited to the Project Fund.

**SECTION 12. Arbitrage.** The Corporate Authorities certify and covenant with the purchasers and holders of the Bonds from time to time outstanding, that so long as any of the Bonds remain outstanding, moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause such Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, and any lawful regulations promulgated or proposed thereunder, including Treas. Reg. Sections 1.103-13, 1.103-14 and 1.103-15(1979), as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Corporate Authorities reserve the right, however, to make any investment of such moneys permitted by Illinois law and this Ordinance, if, when and to the extent that said Section 148(a) or regulations promulgated thereunder shall be repealed or relaxed or shall be held void by final decision of a court of competent jurisdiction, but only if any investment made by virtue of such repeal, relaxation or decision would not, in the opinion of counsel of recognized competence in such matters, result in making the interest on the Bonds subject to federal income taxation.

**SECTION 13. Additional Bonds.** The City reserves the right to issue Additional Bonds from time to time for the purposes authorized in the Redevelopment Plan, and any such Additional Bonds shall share ratably and equally in the Incremental Taxes with the Bonds; provided, however, that no Additional Bonds shall be issued except upon compliance with all of the following conditions:

(a) All payments required to be made by the City into the Reserve and Redemption Account shall have been made up to and including the date of adoption of any such ordinance authorizing the issuance of Additional Bonds.

(b) (i) The aggregate annual amount of Incremental Taxes deposited to the credit of the Incremental Taxes Fund for the completed tax year immediately



preceding the date of adoption of any ordinance authorizing the issuance of Additional Bonds shall have been equal to at least 125% of Maximum Annual Debt Service or such greater multiple amount of Maximum Annual Debt Service as set forth in the Bond Order, calculated for all succeeding years on all Bonds then outstanding and the Additional Bonds then proposed to be issued, and

(ii) The City shall have received a report of a nationally recognized Independent Consultant knowledgeable as to urban redevelopment, tax increment financing and municipal finance, which includes the information and conclusions as follows:

1. A description of the purposes for which such Additional Bonds are to be issued; and

2. A statement that, in such Independent Consultant's opinion, based upon his review of executed redevelopment agreements and such other documents as he reasonably deems pertinent, Incremental Taxes to be generated will be equal to at least 125% of Maximum Annual Debt Service or such greater multiple amount of Maximum Annual Debt Service as set forth in the Bond Order, calculated for all succeeding years on all Bonds then outstanding and the Additional Bonds proposed to be issued.

(c) Any such Additional Bonds which may be issued in compliance herewith shall be payable as to principal on January 1 and as to interest on July 1 and/or January 1 in each year in which principal and interest come due.

Notwithstanding the foregoing restrictions, if, prior to the payment of the Bonds, the City shall determine, as hereinafter provided in Section 14 of this Ordinance, to refund part or all of the Bonds then outstanding, said Bonds may be refunded, and any refunding bonds so issued shall share ratably and equally in the Incremental Taxes with the portion, if any, of the Bonds which are not refunded; provided, further, that if any Bonds are refunded such that the interest rate is increased or the refunding bonds mature at a date earlier than the maturity of any Bonds not refunded, then such refunding bonds shall be in all respects subordinate to the Bonds and shall not share ratably and equally in the Incremental Taxes with the portion of the Bonds remaining outstanding, except that if it is found necessary to refund any annual installment of the Bonds at maturity or within one year of maturity thereof in order to prevent a default, such refunding bonds may be issued to share ratably and equally in the Incremental Taxes with the portion of the Bonds not refunded notwithstanding the fact that the interest rate is increased, provided, however, that such refunding bonds shall not mature at a date earlier than the maturity of any installment of principal of and interest on said Bonds not refunded and then outstanding.

SECTION 14. Refunding Bonds. Refunding bonds issued to refund, whether at or in advance of maturity, Bonds issued under this Ordinance, may be issued by the

Corporate Authorities hereunder, and, upon such issuance, shall be "Bonds" as defined hereunder, subject to the limitations hereof; provided, that the principal amount of such refunding Bonds shall not exceed the principal amount of the Bonds refunded.

SECTION 15. Payment and Discharge; Refunding. The Bonds may be discharged, payment provided for, and the City's liability terminated as follows:

(a) Discharge of Indebtedness. If (i) the City shall pay or cause to be paid to the registered owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar and the paying agents shall have been paid, and (iii) the City shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the City shall pay or cause to be paid to the registered owners of all outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the City to the holders of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) Provision for Payment. Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Bond Registrar (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Bond Registrar shall have been made for the giving thereof. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds without rendering the interest on any Bonds taxable under the Internal Revenue Code of the United States.

The City may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Termination of City's Liability. Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Bond Registrar of sufficient money and Government Securities (such sufficiency being determined as

provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the City in respect of such Bond or Bonds shall cease, determine and be completely discharged and the holders thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Bond Registrar as aforesaid for their payment.

SECTION 16. Supplemental Ordinances. The rights and obligations of the City and of the registered owners of Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the registered owners of not less than two-thirds (2/3rds) of the principal amount of all Bonds outstanding (excluding any of said Bonds owned by or under the control of the City); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority of any Bond outstanding over any other Bond outstanding or otherwise alter or impair the obligation of the City to pay the principal of and interest on any of the Bonds at the time, place, rate, and in the currency provided therein, or alter or impair the obligations of the City with respect to registration, transfer, exchange or notice of redemption of Bonds, without the express consent of the registered owners of all the Bonds affected; nor shall any such modification or amendment reduce the percentage of the registered owners of Bonds required for the written consent of such modification or amendment without the consent of the registered owners of all of the Bonds.

SECTION 17. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and upon the acceptance of the duties hereunder between the City and the Bond Registrar, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

SECTION 18. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 19. Registered Form. The City recognizes that Section 149 of the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. In this connection, the City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

SECTION 20. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor or Bondholder.

SECTION 21. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, the Mayor and City Clerk of the City are authorized to execute the Bond

Registrar's standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as Bond Registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

**SECTION 22. Prior Inconsistent Proceedings.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance, are to the extent of such conflict hereby repealed.

**SECTION 23. Immunity Of Officers, Employees And Members Of City.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Bond Ordinance contained against any past, present or future officer, director, member, employee or agent of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and in consideration for the passage of this Bond Ordinance and the issuance of such Bonds.

**SECTION 24. City's Administrative Fees.** The City administrative fee with respect to the Project and the Project Area, as payable from proceeds of the Bonds, is \$250,000 which shall be applied to the payment of costs of administration and oversight of the Project, including without limitation, personnel costs which are incurred therein.

SECTION 25. Effective Date. This ordinance shall be in full force and effect upon its passage and approval as provided by law.

Passed on \_\_\_\_\_, 1990.

Ayes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Witness: \_\_\_\_\_, 1990

\_\_\_\_\_  
Mayor, City of Chicago

Recorded in the City Records on \_\_\_\_\_, 1990.

Attest:

\_\_\_\_\_  
City Clerk, City of  
Chicago, Illinois

[Exhibits "A" and "B" attached to this ordinance immediately follow the Certification of Ordinance and Minutes form.]

State of Illinois )  
 ) SS.  
County of Cook )

*Certification Of Ordinance And Minutes.*

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Chicago, Illinois (the "City"), and as such officer I am the keeper of the books, records, files, and journal of proceedings of the City and of the City Council (the "City Council") thereof.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the legally convened meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 1990, insofar as same relates to the adoption of an ordinance numbered \_\_\_\_\_ and entitled:

An Ordinance providing for the issuance of not to exceed \$5,000,000 Tax Increment Allocation Bonds (95th Street and Stony Island Avenue Project), Series 1990A of the City of Chicago, Illinois,

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the City Council on the adoption of said ordinance were taken openly; that the vote on the adoption of said ordinance was taken openly; that said meeting was held at a specified time and place convenient to the public; that notice of said meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that said meeting was called and held in strict accordance with the provisions of "An Act in relation to meetings," approved July 11, 1957, as amended; and that the Council have complied with all of the applicable provisions of said Act and their procedural rules in the adoption of said ordinance.

In Witness Whereof, I have hereunto affixed my official signature and the seal of the City, this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

(Seal)

\_\_\_\_\_  
Clerk

*Exhibit "A"**Redevelopment Project Area Legal Description.*

That part of the southeast quarter of Section 2, southwest quarter of Section 1, northwest quarter of Section 12, and northeast quarter of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian described as follows:

beginning at a point 220.00 feet north of the south line and 499.81 feet west of the east line of said southeast quarter of Section 2; thence east, parallel with south line of said southeast quarter, 499.81 feet to the east line of said southeast quarter; thence east, parallel with the south line of said southwest quarter of Section 1, 578.54 feet; thence north, parallel with the west line of said southwest quarter of Section 1, 33.00 feet to a line 253.00 feet north of and parallel with the south line of said southwest quarter of Section 1; thence east, parallel with the south line of said southwest quarter, 3,385.99 feet to the west line of South Paxton Avenue; thence south, along the west line of South Paxton Avenue, 303.00 feet to the south line of East 95th Street; thence west, along the south line of East 95th Street, 2,374.55 feet to a bend in said south line of East 95th Street; thence west, along the south line of East 95th Street, 503.01 feet to a line perpendicular to a line 50 feet south of and parallel with the north line of said northwest quarter of Section 12, at a point where said parallel line intersects a line 1,200 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way of Chicago and Western Indiana Railroad Company; thence south, along said perpendicular line; 966.05 feet to its intersection with a line 662.50 feet northeasterly of and parallel with northeasterly line of said original 66-foot right of way; thence southeasterly, along said line 662.50 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way, 397.52 feet to southeasterly line of land conveyed by Document 24 881 682; thence northeasterly, along said southeasterly line of land conveyed by Document 24 881 682, 537.50 feet to said line 1,200 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way; thence southeasterly, along said line 1,200 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way, 1,877.24 feet to the north line of East 99th Street; thence northwesterly, 1,692.20 feet to a point in a line 59.00 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way; thence northwesterly, along said line 59.00 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way, 254.35 feet to a line 373.23 feet southeasterly of the southwesterly extension of the southeasterly line of land conveyed by Document 24 881 682; thence northeasterly, along a line

373.23 feet southeasterly of and parallel with said southwesterly extension, 40.00 feet, to a line 99.00 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way; thence northwesterly, along said line 99.00 feet northeasterly of and parallel with the northeasterly line of 66.00-foot right-of-way 1,550.00 feet; thence southwesterly, along a line perpendicular to said northeasterly line of original 66.00-foot right-of-way, 35.00 feet; thence northwesterly, along a line 64.00 feet northeasterly of and parallel with the northeasterly line of original 66.00-foot right-of-way, 72.64 feet; thence northwesterly, 415.26 feet to a point on the west line of South Stony Island, said point being 295.00 feet south of the north line and 100.00 feet west of the east line of said northeast quarter of Section 11; thence west, 14.03 feet; thence northwest, 113.42 feet to a point 175.15 feet west of the east line of said northeast quarter; thence northwest, along an arc convex to the northeast having a radius of 1,210.53 feet, 113.42 feet; thence north, along a line perpendicular to the south line of East 95th Street, 63.84 feet to a point on the south line of East 95th Street, said point being 50.00 feet south of the north line and 235.50 feet west of the east line of said northeast quarter; thence northwest, 164.96 feet to a point on the north line of East 95th Street, said point being 50.00 feet north of the south line and 366.00 feet west of the east line of said southeast quarter of Section 2; thence northwest, 97.74 feet to a point 98.28 feet north of the south line of said southeast quarter; thence northwest, 132.22 feet, more or less, to the point of beginning in Cook County, Illinois.

*Exhibit "B".*

*95th Street And Stony Island Avenue*

*Redevelopment Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1988 by and among the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), J & N Partners, an Illinois limited partnership (the "Developer"), and American National Bank & Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated September 1, 1988 and known as Trust No. 106567-00 (the "Trust").



*Recitals:*

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

B. Developer desires to purchase certain property (sometimes hereinafter referred to as the "Property" or "Redevelopment Site") legally described on (Sub)Exhibit A attached hereto and made a part hereof, consisting of approximately 62 acres, and desires to construct thereon a shopping center consisting of not less than 310,000 square feet of leasable retail space. The Property is located within a tax increment redevelopment area which is legally described on (Sub)Exhibit B attached hereto and made a part hereof, and designated the 95th Street and Stony Island Avenue Redevelopment Project Area (the "Redevelopment Project Area") by an ordinance hereinafter described. The Property together with all improvements contemplated pursuant to the redevelopment Project Area ("Redevelopment Plan") are herein sometimes referred to as the "Project."

C. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, Sections 11-74.4.4-1 et seq., of Ch. 24, Ill. Rev. Stat., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act.

D. To stimulate and induce the acquisition and redevelopment of the Redevelopment Project Area, and pursuant to the Act, the City Council of the City of Chicago ("City Council") adopted the following ordinances on May 16, 1990: (1) "An Ordinance of the City of Chicago, Illinois, approving a Tax Increment Redevelopment Plan and Redevelopment Project, for the 95th Street and Stony Island Avenue Redevelopment Project Area, (2) An Ordinance of the City of Chicago, Illinois, designating the 95th Street and Stony Island Avenue Redevelopment Project Area of said City a Redevelopment Project Act, and (3) "An Ordinance of the City of Chicago, Illinois, adopting Tax Increment Allocation Financing for the 95th Street and Stony Island Avenue Redevelopment Project Area. Said ordinances are collectively referred to as the "Ordinances."

E. For the purpose of paying a portion of the redevelopment project costs for the Project, the City Council, on \_\_\_\_\_, 1990 adopted "An Ordinance of the City of Chicago, Illinois, providing for the issuance of not to exceed \$5,000,000 Tax Increment Allocation Bonds, (95th and Stony Island Avenue Project) Series 1990A" (the "Bond Ordinance"). The proceeds from the sale of the bonds issued pursuant to the Bond Ordinance (the "T.I.F. Bonds") will be used to finance part of the costs relating to the Project, the construction of public improvements and certain other costs and expenses related to such improvements ("T.I.F. Eligible Costs") as described in (Sub)Exhibit C attached hereto and

incorporated by reference herein. The Developer, with the consent of the Commissioner of Economic Development, will specify, on the date of the closing of the issuance of the T.I.F. Bonds, the items on (Sub)Exhibit C which will be financed with the proceeds of the T.I.F. Bonds (the "T.I.F. Improvements").

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

I.

*Incorporation Of Recitals.*

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

II.

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

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

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

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

C. (i) Developer is a limited partnership organized and validly existing and in good standing under the laws of the State of Illinois; (ii) Developer has the right and power and is authorized to enter into, execute, deliver and perform this Agreement; (iii) the execution, delivery and performance by Developer and the Trust of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision of Trust's trust agreement, or any instrument or document to which either Developer, or the Trust, or any general partner of Developer is now a party or by which either of them is bound; (iv) Developer, including its general partners, and

the Trust shall cause the title to the Property to be maintained in merchantable condition granted to it free and clear of all liens, claims, security interests and encumbrances except those of the initial mortgage as provided in Section XI, any liens or encumbrances otherwise permitted pursuant to this Agreement and any exceptions to title approved by the City; (v) Developer and its general partners are now solvent and able to pay their debts as they mature; (vi) there are no actions at law or similar proceedings which are pending or threatened against Developer, any of its general partners, the Trust or the Property which might result in a material or adverse change to either the Trust's, Developer's or any of the Developer's general partners financial condition, or materially affect the Trusts, or Developer's or any of the Developer's general partners' assets as of the date of this Agreement; (vii) the Trust and Developer have all government permits, certificates and consents (including, without limitation, appropriate environmental clearances and approvals) necessary to continue to conduct their business and to own or lease and operate their properties (including, without limitation, the Property) as now owned or leased by them; (viii) no default has been declared with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which any of the Trust, Developer or any of the Developer's general partners is a party or by which any of them is bound; (ix) the financial materials furnished by or on behalf of Developer to the City ("Financials") fairly and accurately present the assets, liabilities and financial conditions and results of operations of Developer, including its general partners, as of the dates thereof; and (x) there has been no material or adverse change in the assets, liabilities or financial condition of Developer or its general partners since the dates of the Financials and the date of this Agreement other than as a result of the ordinary and customary conduct of its business.

D. Developer shall not, without the prior written consent of the Commissioner of the Department of Economic Development or his or her designee (the "Commissioner"), which the Commissioner may or may not give in his or her sole discretion concurrently or hereafter, except as permitted under Section 11.01, (i) grant, suffer or permit a lien, claim or encumbrance upon the Project or any portion thereof, provided that this shall not be construed to preclude, limit or require the Commissioner's consent to any lessee mortgaging its leasehold estate; (ii) permit or suffer any levy, attachment or restraint to be made affecting any of the Property; (iii) enter into any transaction not in the ordinary course of its businesses which materially and adversely affects Developer's ability to pay its debts as such may then exist. This subsection shall apply until full payment of the indebtedness evidenced by the outstanding T.I.F. Bonds.

E. Developer shall pay promptly when due all Charges (hereinafter defined) arising or incurred from and after the date hereof with respect to the Project. Subject to Section XVI hereof, Developer may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Developer in good faith shall be contesting said Charges in an appropriate proceeding and Developer has given such additional collateral and/or assurances as the Commissioner, in his or her sole discretion, deems necessary under the circumstances, except that with respect to real estate taxes, such taxes may only

be disputed if prior payment is made. In the event, at any time or times after the date hereof and prior to the later to occur of issuance of a Certificate of Completion (as hereinafter defined) by the Commissioner or full payment of the indebtedness evidenced by the T.I.F. Bonds, Developer shall fail to pay the Charges or to obtain discharge of the same, Developer shall so advise the Commissioner thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Developer under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the Commissioner deems advisable. All sums so paid by the City and any expenses, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable by Developer to the City with interest at the rate of interest per annum being paid by the City on its currently issued general corporate obligations, from the date expended until paid. As used herein the term "Charges" shall mean all national, federal, state, county, city municipal or other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances or non-governmental claims or liens relating to the Project, Developer's business, Developer's income or gross receipts.

F. (i) The Trust is a duly organized and existing land trust in the State of Illinois; (ii) [Developer is the owner of one hundred percent of the beneficial interest of the Trust and has the sole power of direction over the Trust;] and (iii) the Trust has the right and power and authority to enter into, execute, deliver and perform this Agreement.

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

H. All of the information contained in that certain Offering Memorandum issued in connection with the T.I.F. Bonds ("Offering Memorandum") set forth in the sections titled, "Project" and "Tax Increment Project" Source and Use of Funds" is true, correct and complete to the best of Developer's knowledge.

I. The tax receipts estimated to be received from the Property for the years set forth in (Sub)Exhibit D hereto are accurate to the best of Developer's knowledge and are incorporated herein by reference.

### III.

#### *City's Covenants.*

The City represents and warrants that it has authority under its home rule powers to execute, deliver and perform the terms and obligations of this Agreement,

including, without limitation, the right, power and authority to issue and sell the T.I.F. Bonds for payment of the T.I.F. Improvements.

IV.

*Construction Of The Shopping Center  
And Other Improvements.*

4.01 Developer's Covenant To Redevelop.

Promptly after the date hereof, Developer shall redevelop the Property in accordance to the Redevelopment Project Area referred to in the recitals (the "Ordinances") and the Site Plan attached hereto as (Sub)Exhibit E, a multi-tenant retail shopping center (the "Shopping Center") consisting primarily of one-story structures and outlot buildings containing not less than 310,000 square feet of gross leasable area and related public improvements, all as more particularly described on (Sub)Exhibit C and (Sub)Exhibit E consistent with the Redevelopment Plan and the Ordinances, in accordance with the Plans and Specifications to be prepared by Developer and approved by the Department of Economic Development of the City of Chicago (the "Department") or the Commissioner as provided in this Section IV.

4.02 Time For Commencement Of Improvements.

Developer shall commence work on the T.I.F. Improvements and on such additional T.I.F. Eligible Costs which are not paid for from the proceeds of the T.I.F. Bonds, but which may be financed or paid for from the General Account (as such term is defined in the Bond Ordinance, such T.I.F. Eligible Costs not funded from proceeds of the T.I.F. Bonds are hereinafter "Additional T.I.F. Improvements") within two (2) months after the date of this Agreement and shall commence construction of the Shopping Center within two (2) months after the date of this Agreement. Except as otherwise provided in this Agreement, Developer shall complete construction of the Shopping Center and T.I.F. Improvements within twelve (12) months after the date of this Agreement. The Developer will request that the Cook County Assessor reassess the Property no later than July 1, 1992.

4.03 Compliance With Laws.

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

#### 4.04 Plans And Specifications.

Prior to commencing construction of the Shopping Center, the T.I.F. Improvements, or Additional T.I.F. Improvements, Developer shall cause to be delivered to the Commissioner for review and approval complete construction documents containing working drawings and specifications for such improvements ("Plans and Specifications"). Developer shall cause the Shopping Center, T.I.F. Improvements and Additional T.I.F. Improvements to be constructed in accordance with the Plans and Specifications approved by Commissioner. The Plans and Specifications to be prepared by Developer shall conform to the Site Plan and the Redevelopment Plan as amended from time to time, and all applicable state, local laws and 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 shall set 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, the City Department of Buildings and other City regulatory agencies as required.

#### 4.05 Time For Submission Of Plans And Specifications.

The time within which the Developer shall submit its Plans and Specifications to the Commissioner, in any event, shall not be later than 30 days from the date hereof with respect to T.I.F. Improvements and Additional T.I.F. Improvements and not later than \_\_\_\_\_ days from the date hereof with respect to the Shopping Center.

#### 4.06 Time For Submission Of Corrected Plans And Specifications.

Except as provided in Subsection 4.05, the time within which Developer shall submit any new or corrected Plans and Specifications shall not be later than fifteen (15) days after the date Developer received written notice from the Commissioner of his or her rejection of any of the Plans and Specifications referred to in the last such notice.

#### 4.07 Time For Department Action.

The time within which the Commissioner may reject the Plans and Specifications or any change in the Plans or Specifications or the Site Plan hereof shall be fifteen (15) days after the date of Commissioner's receipt of the Plans and Specifications or written notice of any such change.

#### 4.08 Limited Applicability Of The Commissioner's Approval.

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

#### 4.09 Time For Submission Of Evidence Of Equity Capital And Mortgage Financing.

Developer shall submit evidence to the Commissioner as to its commitment for equity capital, a final commitment for construction financing from \_\_\_\_\_ for an initial first and/or secondary mortgage loan or loans of not less than \$21,000,000 [and a final commitment from \_\_\_\_\_ for permanent financing in the amount of not less than \$\_\_\_\_\_.]

### V.

#### *Certification Of Completion.*

After completion of the construction of the Shopping Center, T.I.F. Improvements and Additional T.I.F. Improvements in accordance with this Agreement, the Commissioner, at the Developer's request, shall promptly furnish Developer with an appropriate instrument so certifying (the "Certificate of Completion"). The Certificate of Completion from the Commissioner shall be a conclusive determination for satisfaction and termination of the covenants in this Agreement with respect to the obligation of Developer and its successors and assigns to construct or cause to be constructed the Shopping Center, the T.I.F. Improvements and Additional T.I.F. Improvements. The Certificate of Completion shall be in such form as will enable it to be recorded in the Office of the Cook County Recorder of Deeds. The Commissioner shall respond to Developer's request within sixty (60) days after the Commissioner's receipt thereof, either with a Certificate of Completion or a written statement, indicating in adequate detail how Developer has failed to complete the construction of the T.I.F. Improvements, Additional T.I.F. Improvements or the Shopping Center in conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the Commissioner, for Developer to take or perform in order to obtain the Certificate of Completion. If the Commissioner requires additional measures or acts of Developer to assure compliance, Developer shall resubmit a written request for a Certificate of Completion upon compliance with the Commissioner's response.

## VI.

*Utility Connections And Permit Fees.*

## 6.01 Utility Connections.

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

## 6.02 Permit Fees.

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

## VII.

*Performance Bond.*

Developer shall require each contractor and subcontractor for the T.I.F. Improvements, Additional T.I.F. Improvements and the Shopping Center to be bonded to the extent they actually engage in construction work as a Major Construction Contractor (as herein defined). With respect to the construction of the Shopping Center, however, Major Construction Contractors shall be bonded, with the City being shown as additional obligee, as required by construction lender, provided that the bonds are in form, substance and amounts reasonably satisfactory to the City. A "Major Construction Contractor" is any contractor or subcontractor performing work or supplying materials for the Project in an amount of Two Hundred Thousand Dollars (\$200,000) or more. Bonds required by this section shall be issued by sureties having a AA rating or better using American Institute of Architect's Form No. A311 or its equivalent.



## VIII.

*T.I.F. Improvements.*

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

In order to further the development of the Redevelopment Project Area, the City hereby authorizes Developer to cause the T.I.F. Improvements and Additional T.I.F. Improvements as set forth in (Sub)Exhibit C, to be carried out in accordance with this Agreement and the Plans and Specifications approved by the City pursuant to Section IV at an aggregate cost not to exceed the costs set forth in (Sub)Exhibit C.

## 8.02 Bid Requirement.

Prior to entering into an agreement with a contractor for construction of the T.I.F. Improvements and Additional T.I.F. Improvements, Developer shall solicit bids from qualified contractors eligible to do business with and having an office located in the City. Developer shall solicit bids in accordance with the requirements of the Municipal Purchasing Act for Cities of 500,000 or More Population, Ill. Rev. Stat. Ch. 24, par. 8-10-1 et seq., a copy of which is attached hereto as (Sub)Exhibit F, and the City Guidelines attached hereto as (Sub)Exhibit G. Developer shall select the contractor submitting the lowest responsible bid who can complete the T.I.F. Improvements or Additional T.I.F. Improvements, as the case may be, in a timely manner. The City shall have the right to inspect all bids submitted and shall have final approval over the bid process, in order to determine that same has been completed in accordance with the Illinois Purchasing Act and City Guidelines. Developer shall enter into a contract with said contractor in accordance with this Agreement to build said T.I.F. Improvements or Additional T.I.F. Improvements. The contract shall conform to the guidelines prescribed by the Purchasing Agent of the City for City purchasing contracts and provide for payment in accordance with this Agreement and the Bond Ordinance. Nothing herein contained shall be construed to permit construction to commence before the Plans and Specifications for the work are completed and approved by applicable City departments as provided in this Agreement.

## 8.03 Costs Of T.I.F. Improvements.

The parties anticipate that the proceeds of the T.I.F. Bonds will be sufficient to pay for part of the T.I.F. Eligible Costs. If the costs of the T.I.F. Improvements undertaken by Developer are in excess of the amounts specifically allocated for such improvements, Developer shall be fully responsible for and shall hold the City harmless from all costs and expenses of completing the T.I.F. Improvements in excess of the allocated amounts. If any portion of the T.I.F. Improvements listed in (Sub)Exhibit C is completed or anticipated to be completed at a cost which is less than the amount listed on any line item contained in

(Sub)Exhibit C, the savings may be applied to another T.I.F. Improvement line item contained in (Sub)Exhibit C. If all of the T.I.F. Improvements are completed at a cost of less than that available in the Project Fund after the Bond Proceeds Completion Certificate (as defined in the Bond Ordinance) has been provided the savings may be applied to Additional T.I.F. Improvements, with the consent of the Commissioner, which shall not be unreasonably withheld.

#### 8.04 Preconditions For Disbursement Of T.I.F. Funds.

Developer understands that the T.I.F. Funds shall not be available for disbursement unless there is compliance with certain preconditions set forth in the Bond Ordinance, the Offering Memorandum or that certain Purchase Contract between the City and Pryor, McClendon, Counts (the "Purchase Contract"). Developer agrees to comply and satisfy the preconditions to disbursement of the T.I.F. Bond proceeds as provided in the Bond Ordinance, Private Placement Memo or the Purchase Contract and shall furnish evidence of compliance with such preconditions prior to disbursement of the T.I.F. Bond proceeds.

### IX.

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

If Developer fails to complete the T.I.F. Improvements in accordance with the terms hereof, after notice and after expiration of all cure periods as provided for herein, then the City shall have the right (but not obligation) to complete said improvements and to pay for the costs thereof (including interest costs) out of the T.I.F. Bond proceeds, as appropriate. If and to the extent, the aggregate cost to the City of completing T.I.F. Improvements exceeds the amount of T.I.F. Bond proceeds available for such purpose, Developer agrees to pay to the City all costs and expenses expended by the City to complete the T.I.F. Improvements in excess of T.I.F. Bond proceeds then available for disbursement, together with interest thereon at the rate of interest per annum being paid on the T.I.F. Bonds from the date expended until paid.

### X.

#### *Disbursement And Obligations.*

#### 10.01 T.I.F. Bonds.

The parties agree that tax increment allocation financing implemented in accordance with the terms and provisions of the Act shall be the primary source of funding for the T.I.F.

Improvements; provided, however, Developer shall pay the amount to which the actual costs of the T.I.F. Improvements exceed the T.I.F. Bond proceeds. The City agrees to issue the T.I.F. Bonds in accordance with the Bond Ordinance in an amount not to exceed \$5,000,000. The City agrees to apply the proceeds realized upon the sale of T.I.F. Bonds to the extent available to the costs and in the manner set forth in the Bond Ordinance. In no event shall the T.I.F. Bonds be or become general obligations of the City nor shall the costs of the T.I.F. Improvements be paid from any funds other than the T.I.F. Bond proceeds or Developer's own funds.

#### 10.02 Additional T.I.F. Improvements.

Each year, for so long as the T.I.F. Bonds are outstanding, the City shall credit the required amounts from the moneys on deposit in the Incremental Taxes Fund (as defined in the Bond Ordinance) to the separate accounts within the Incremental Taxes Fund, as set forth in the Bond Ordinance. Moneys remaining in the General Account shall be transferred by the City Treasurer first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund; second, shall be used to pay the costs of Additional T.I.F. Improvements as itemized in (Sub)Exhibit C attached hereto, which costs shall be approved by the Commissioner; provided, however, that the costs of the Additional T.I.F. Improvements shall not exceed \$\_\_\_\_\_; and provided further, that no money remaining in the General Account shall be used to pay the costs of Additional T.I.F. Improvements until two (2) years after the Developer submits to the Commissioner documentation from the Cook County Assessor's office evidencing that the Project is 90% leased and occupied) any disbursements from the General Account to pay for or reimburse the Developer for amounts expended for Additional T.I.F. Improvements may include an interest component not to exceed the cost of borrowing of the Developer and accruing from the date of any such expenditure and third, shall be used as provided in the Bond Ordinance.

The Commissioner and the Comptroller of the City may in consultation with Corporation Counsel negotiate a note or other evidence of indebtedness with the Developer, the proceeds of which will be used to pay for or reimburse the Developer for costs of the Additional T.I.F. Improvements. Any such note or other evidence of indebtedness, however, will be subject to approval by the City Council.

#### 10.03 Depository Of Funds.

The City, in its sole discretion, with the consent of the underwriter of the T.I.F. Bonds, and subject to the terms of the Bond Ordinance, shall determine whether the T.I.F. Bond proceeds shall be held by the City Treasurer for disbursement on an "as expended" basis as provided in this section or deposited with the Trustee (as defined in the Bond Ordinance but herein referred to as the "Depository") chosen by the City and designated as a depository for City funds.

#### 10.04 Disbursement Of Funds.

The parties shall enter into a construction escrow 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 reasonably acceptable to the City and Developer (the "Escrowee"). The Escrow shall allow Developer to present the Escrowee with invoices and accompanying documentation approved for payment by the Commissioner after inspection and approval of work completed for which payment is being submitted. Not less than fourteen (14) days prior to any date upon which Developer desires payment or reimbursement hereunder, Developer shall notify the City that the City or the City's representative may visit the Project and submit to the City or its representative all documentation which the Developer is required to submit to the Commissioner with its written request for payment, as hereinafter provided. Not less than fourteen (14) days prior to any date upon which Developer desires payment or reimbursement hereunder to be deposited by the City or the Depository, as the case may be, into the Escrow, Developer shall submit a written request therefore to the Commissioner setting forth the amount for which payment or reimbursement is sought, and, if applicable, Developer's estimate of the percentage of completion of each T.I.F. Improvement with respect to which payment or reimbursement is sought. Each request for payment or reimbursement shall be accompanied by a Developer's sworn statement recommending payment, the General Contractor's sworn statement, and such bills, contracts, invoices, contractor's sworn statements, lien waivers and other evidence as the Commissioner and the Escrowee shall reasonably require to evidence Developer's right to payment or reimbursement hereunder, and Developer's records relating to all costs paid by Developer, and such other information as is necessary for Commissioner to evaluate Developer's compliance with the terms hereof. The Commissioner shall have fourteen (14) days after receipt of any request for payment or reimbursement to approve or disapprove any such request. Upon approval of the request the City shall be obligated to promptly disburse the funds needed for such payment or reimbursement or send a disbursement authorization to the Depository authorizing payment to the Escrowee, as the case may be. In the event the Commissioner finds an error in the request or disputes the work performed in respect thereto or finds that the request is not in accordance with this Agreement, the Commissioner shall specify such error or dispute in detail in writing within such fourteen (14) days after receipt of any such request for payment or reimbursement, and the request or the work shall be corrected prior to approval of the request affected. Failure of the Commissioner to respond to Developer's request for payment within such fourteen (14) business day period shall constitute approval of the request. No funds shall be disbursed from the Escrow until the Escrowee is prepared to issue its title insurance endorsement to the City and Developer insuring that there are no liens affecting the Redevelopment Project Area and that all documents received have been reviewed and are sufficient to waive all rights of lien.

[Language regarding requirements for disbursement of funds from the General Account for payment of Additional T.I.F. Improvements to come.]

#### 10.05 Amounts Of Payment For T.I.F. Improvements.

Developer shall be paid no more than the applicable amount set forth in (Sub)Exhibit C for the T.I.F. Improvements. Payments to Developer shall be made based upon the percentage of each item of work satisfactorily completed as determined in the sole judgment of the Commissioner, provided that there shall be withheld from each such payment an amount equal to 10% of such payment until such time as 50% of the T.I.F. Improvements are completed, and 5% of each such payment thereafter. The retained amount shall be held by the City or Depository, as the case may be, and shall be paid upon completion of the T.I.F. Improvements in accordance with this Agreement. No funds in excess of the amounts budgeted for each of the T.I.F. Improvements described in (Sub)Exhibit C shall be disbursed unless Developer satisfies the City that there are sufficient funds available with which to complete the remaining T.I.F. Improvements, or Developer, with the City's consent as provided in Section 10.07, has reduced the scope of the T.I.F. Improvements so that the remaining funds are adequate to pay for the cost of completion.

#### 10.06 Warranties And Representations.

Each request for payment or reimbursement for T.I.F. Improvements or for Additional T.I.F. Improvements submitted by Developer to the Commissioner shall have incorporated therein a warranty by Developer that there are no material defects in design, materials or workmanship in the work heretofore complete and that all construction completed to date has been performed in a good and workmanlike manner in accordance with the Plans and Specifications relating thereto, and in compliance with all applicable laws, ordinances and regulations. Notwithstanding the foregoing, the Commissioner may withhold his or her approval of any request for payment or reimbursement if, and so long as, Developer or any contractor or subcontractor is in material default in connection with any provision of this Agreement or the Redevelopment Plan.

#### 10.07 Modification To T.I.F. Improvements.

Developer may, with the prior written approval of the Commissioner, reduce costs which are in excess of the amounts budgeted in (Sub)Exhibit C by changing the scope of the T.I.F. Improvements, provided that there is full compliance with the Redevelopment Plan and Act.

#### 10.08 Title Insurance.

At Developer's expense, Developer shall provide the City with a commitment for an owner's title insurance policy naming the City as insured in the amount of \$ \_\_\_\_\_ covering the portion of the Redevelopment Project Area owned by the City or upon which T.I.F. Improvements [or Additional T.I.F. Improvements to extent such improvements are

funded from amounts in the General Account as provided in Bond Ordinance] are to be constructed. Said commitment shall be later dated and appropriately endorsed at the time of each request for payment or reimbursement.

XI.

*Developer's Obligation To Obtain Other Financing.*

11.01 Bank Financing.

Developer agrees to procure an initial first and/or secondary mortgage loan or loans in an amount no less than \$21,000,000 for construction of the Project (the "Construction Loan") from \_\_\_\_\_ (the "Financial Institution") under the terms contained in the Construction Loan commitment delivered to City pursuant to paragraph 4.09. Developer shall not obtain its Construction Loan or loans from an alternative financial institution without the prior written consent of the Commissioner, which consent shall not be unreasonably withheld. The Developer may refinance the Construction Loan prior to issuance of the Certificate of Completion provided that (i) Developer provides written notice to the City of the refinancing, including the substantive terms of the refinancing, not less than thirty (30) days prior to the disbursement of funds resulting from the refinancing; and (ii) the new loan is not in excess of \$\_\_\_\_\_ plus the amount, if any, expended by Developer to complete the T.I.F. Improvements in excess of the T.I.F. Bond proceeds. After the issuance of the Certificate of Completion, Developer may refinance the Construction Loan, as Developer, in its sole discretion, may elect.

11.02 Equity Financing.

Developer agrees to contribute a minimum of \$\_\_\_\_\_ to equity funds for the Project, as more fully described in (Sub)Exhibit H attached hereto, which is hereby incorporated by reference.

11.03 Default.

Any default under the financing referred to in Sections 11.01 or 11.02 above shall be a material default under this Agreement.

## XII.

*Performance.*

## 12.01 Time Of The Essence.

Time is of the essence of this Agreement.

## 12.02 Delay.

For the purposes of any of the provisions of this Agreement, neither the City nor Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rainstorms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones and other like event or condition beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder; nor shall either the City or Developer be considered in breach of, or of default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or proceedings challenging the authority or right of the City or Developer to act or perform under the Redevelopment Plan, the Ordinances, or this Agreement. The City, if it is the party whose right or authority to act is being challenged, shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on the Developer or increase its obligations under this Agreement; provided, however, that the party seeking the benefit of the provisions of this Section 12.02 shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

## 12.03 No Waiver By Delay.

Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City and the

Developer should still hope otherwise to resolve the problems created by the default involved). No waiver in fact made by the City with respect to any specific default by Developer should be considered or treated as a waiver of the rights of the City with respect to any other defaults by Developer or with respect to the particular default except to the extent specifically waived in writing.

#### 12.04 Breach.

Upon a breach of this Agreement, either of the parties in any court of competent jurisdiction, by any action or proceedings at law or in equity, may secure the specific performance of the covenants and agreements herein contained or may be awarded damages for failure of performance or both. Before any failure of any party of this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the satisfaction of the complaining party within thirty (30) days of giving such notice. In addition to the foregoing, in the event of a default under this Agreement by Developer or the Trust, the City may suspend disbursement of T.I.F. Bond proceeds and City will not release any monies from the General Account (as defined in the Bond Ordinance) to pay for or reimburse Developer for Additional T.I.F. Improvements until such breach is cured within the applicable cure period.

### XIII.

#### *Indemnity.*

Developer 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 but without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the failure of Developer or the Trust to comply with any of the terms, covenants and conditions contained in this Agreement, or (ii) the failure of the Developer, the Trust or any contractor to pay contractors, subcontractors, or materialmen in connection with T.I.F. Improvements, Additional T.I.F. Improvements or the Shopping Center, or (iii) the existence of any material misrepresentations or omissions in the Private Placement Memo or Redevelopment Plan 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.



## XIV.

*Insurance.*

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

## XV.

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

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

## XVI.

*Real Estate Taxes/Tax Increment Financing.*

## 16.01 Acknowledgment Of Taxes.

The Trust and Developer agree: (i) that for the purpose of this Agreement, the estimates of the total minimum assessed value ("Minimum Assessed Value") of the respective portions of the Project are shown on (Sub)Exhibit D attached hereto and incorporated by reference herein for the years as noted on the (Sub)Exhibit; and (ii) that the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project pledged from the incremental tax revenues described in the Bond Ordinance are estimated as shown in (Sub)Exhibit D attached hereto.

#### 16.02 No Exemption.

With reference to the Property and the Project or any part thereof, neither the Trust nor Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to, either the Trust or the Developer shall for any year that the Redevelopment Plan as provided in the 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 Illinois Constitution, Article IX, Section 6 (1970)).

#### 16.03 No Reduction.

Neither the Trust nor Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to, either the Trust or Developer shall for any year referred to in (Sub)Exhibit D attached hereto directly or indirectly, initiate, apply for, or seek to lower the assessed values while any portion of the T.I.F. Bonds are outstanding.

#### 16.04 No Objections.

Neither the Trust nor Developer nor any agent, representative, lessee, tenant, assignee or transferee of, or successor in interest to, Developer or the Trust shall, for any year referred to in (Sub)Exhibit D or for any year that the Redevelopment Plan is in effect, as may be amended from time to time, object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer.

#### 16.05 Understanding Of The Parties.

The foregoing covenants in Subsections 16.02, 16.03 and 16.04 above shall be construed and interpreted as an express agreement by Developer with the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the (Sub)Exhibits attached hereto may be used by the City, in the City's discretion, as admissions against Developer's interest in any proceeding.

#### 16.06 Covenants Running With Land.

The parties agree that the restrictions contained in this Section 16 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 the Trust and Developer, and their respective 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 the T.I.F. Bonds have been fully redeemed or paid. The Trust and Developer agree that any sale, conveyance or transfer of title to all or any portion of the Property from and after the date hereof shall be made subject to such covenants and restrictions. The Trust and Developer further agree, that to the extent either of them is obligated to pay any portion of the real estate tax bills for the Property, they shall pay such taxes promptly before the date of delinquency of such tax bills.

#### *XVII.*

Intentionally Omitted.

#### *XVIII.*

#### *Restrictions.*

The Trust and the Developer agree for themselves, their successors and assigns, and every successor in interest to the Property, or any part thereof, that the Trust, the Developer and their successors and assigns shall:

- A. Develop the Property in accordance with the uses set forth herein and in the Redevelopment Plan; and
- B. Not discriminate upon the basis of race, color, religion, sex or national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status, or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, 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.

*XIX.**Transfers And Encumbrances.*

## 19.01 Prohibition Against Transfers.

Prior to the issuance of a Certificate of Completion for the T.I.F. Improvements and the Additional T.I.F. Improvements neither the Trust nor Developer shall make, create or suffer to be made any sale, transfer, assignment, or conveyance with respect to this Agreement or the Property, or any part thereof or any interest therein, including but without limitation, any transfer or assignment of the beneficial interest in the Trust or any part thereof, or contract or agree to do any of the same, without the prior written approval of the Commissioner, which approval may not be unreasonably withheld except Developer may mortgage the Property pursuant to Section XI. This paragraph shall not prohibit the sale or other transfer or any limited partnership interest in Developer, which interests may be sold, assigned, issued or otherwise be transferred at any time without the consent of the Commissioner.

## 19.02 Limitation Upon Encumbrance Of Property.

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

*XX.**Covenants Running With The Land.*

It is intended and agreed, that all covenants provided in Sections II, IV, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI and XVIII of this Agreement on the part of the Trust or Developer to be performed or observed shall be covenants running with the land binding to the fullest extent permitted by law and equity on the Trust and the Developer and their respective agents, representatives, tenants, lessees, successors, assigns and transferees from and after the date hereof for the benefit and in favor of, and enforceable by the City, and any successor

in interest to the Property, or any part thereof, and the owner of any other land (or of any interest in such land) in the Redevelopment Project Area which is subject to the land use requirements and restrictions of the Redevelopment Plan; provided, however, that the covenants with respect to the construction of the T.I.F. Improvements and Additional T.I.F. Improvements shall be released upon the filing of the Certificate of Completion with the Recorder of Deeds of Cook County, Illinois.

To the extent that any existing lease or agreement is not in compliance with the provisions of this Agreement the cash flow from any such lease or agreement will not be used as a basis for determining the T.I.F. Bond amount.

#### XXI.

##### *Amendment.*

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

#### XXII.

##### *No Other Agreements.*

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

#### XXIII.

##### *Consent.*

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

## XXIV.

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

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; or shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interest of any corporation, partnership, or association in which he is directly or indirectly interested. No member, official, or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer or successor or on any obligation under the terms of this Agreement.

## XXV.

*Equal Employment Opportunity.*

The Trust and Developer, for themselves and their successors, assigns, contractors, subcontractors, tenants and lessees, agree that so long as any T.I.F. Bonds remain outstanding:

- A. Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988. Developer will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, 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. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- B. To the greatest extent feasible, Developer is required to present opportunities for training and employment that are to be given to lower income residents of the Project Area, hereby defined as the City of Chicago; and that contracts for work in connection with the Project be awarded to business concerns which

are located in, or owned in substantial part, by persons residing in the Project Area.

- C. Developer will, in all solicitation or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge, or source of income.
- D. Simultaneously upon the execution and delivery of this Agreement, the Developer and the City of Chicago, Mayor's Office of Employment and Training ("M.E.T.") will enter into a "First Source Agreement" to be substantially in the form attached hereto as (Sub)Exhibit J and as amended from time to time by mutual consent, and an Employment Training Agreement with M.E.T. in the form attached hereto as (Sub)Exhibit J-1.
- E. Developer agrees to comply with federal and State of Illinois Equal Employment and Affirmative Action statutes, rules and regulations, including but not limited to the Illinois and City of Chicago Human Rights Acts, as in effect from time to time, and regulations promulgated pursuant thereto.
- F. Developer will include the provisions of paragraphs (A), (B), (C), (D) and (E) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, and every lease or sublease so that such provision will be binding upon each such contractor or subcontractor, tenant or subtenant as the case may be. Failure to comply with these provisions will be a basis to institute remedies under the provision of Section XII of this Agreement. For purposes of this Section XXV, the term Developer shall be deemed to include Developer's successors, assigns, contractors, subcontractors, tenants and lessees.

[M.B.E./W.B.E. language to come]

#### XXVI.

##### *City Equity Participation.*

In the event of a sale, as hereinafter defined, of all or any portion of the Project within 10 years from the date of issuance of the Certification of Completion provided for in Section V of this Agreement, the Developer, or its successors or assigns shall pay the City an amount ("Equity Payment"), which shall be the applicable percentage of the Net Proceeds, as hereinafter defined, of any Sale as follows:

For any Sale which is closed within the first five (5) years following the issuance of the Certificate of Completion, \_\_\_\_\_% of the Net Proceeds;

For any Sale which is closed during the sixth (6th) year following the issuance of the Certificate of Completion, \_\_\_\_\_% of the Net Proceeds;

For any Sale which is closed during the seventh (7th) year following the issuance of the Certificate of Completion, \_\_\_\_\_% of the Net Proceeds;

For any Sale which is closed during the eighth (8th) year following the issuance of the Certificate of Completion, \_\_\_\_\_% of the Net Proceeds;

For any Sale which is closed during the ninth (9th) year following the issuance of the Certificate of Completion, \_\_\_\_\_% of the Net Proceeds;

For any Sale which is closed during the tenth (10th) year following the issuance of the Certificate of Completion, \_\_\_\_\_% of the Net Proceeds;

The final percentages shall reflect the T.I.F. Bond amount as a percentage of total project cost.

For any and all Sales completed after 10 years or more from the issuance of the Certificate of Completion, no Equity Payment shall be required, and the City shall not in any way be entitled to such payment.

The term "Sale" shall mean the consummation of any of the following transactions within 10 years from the date of issuance of the Certificate of Completion:

(1) Any Sale, exchange, assignment or conveyance of the Property or an interest therein including, but not limited to an interest in the beneficial interest in the Trust or the Partnership which is the beneficial titleholder under the Trust. If the sale is pursuant to contract for sale, articles of agreement, or an option to purchase, the City shall be entitled to a pro rata share of the Equity Payment as payments are made during the term of the contract for sale, articles of agreement, or an option to purchase.

(2) Any master lease, or single lease covering all or substantially all of the Property, but only if at the termination of the lease there is a transfer of title of the Property to the lessee or other third party.

(3) Any refinancing in excess of the Base Cost, as hereinafter defined, of any debt secured by the Property or the beneficial interest in the Trust by mortgage, other encumbrances, or by hypothecation.

(4) Any other transfer of the Project and/or any part or interest in the Project, directly or indirectly.



If any interest less than 100% in the Property is the subject of a Sale, then the Equity Payment of the City for the Sale of such interest shall be limited to the percent of interest which is the subject matter of the Sale.

The Net Proceeds of any Sale shall constitute the net amount received by the Seller, for any interest in the Property. In reference to the first Sale of any interest in the Property, the Net Proceeds shall be calculated by first determining the Gross Sale Price (which shall be the total sale price for any interest) or total of the refinancing proceeds, as the case may be, for the Property and then subtracting therefrom the Base Cost and the reasonable, customary expenses of closing the Sale. The Base Cost shall constitute the following costs expended by the Developer related to the development of the Shopping Center: (1) the initial loans described in Section 11.01 and the refinancing of said initial loans permitted by said Section, which refinancing may increase the amount of the Construction Loan to pay any cost overruns related to construction, leasing or interest expense for the Project, (2) the Developer's documented reasonable and customary costs and expenses approved by the City associated with a Sale, and (3) the Developer's equity as set forth in (Sub)Exhibit H and approved by the City, plus any guaranteed return to equity partners not paid from cash flow, or accrued and payable from any refinancing or capital transaction, as set forth in Developer's agreements with its equity partners, if any; and (4) reasonable profits to the Developer, as set forth on (Sub)Exhibit H attached.

The Base Cost for the Sale of any interest in the Property which is less than the total interest in the Property shall be the pro rata portion of the Base Cost allocated to the interest which is the subject matter of the Sale.

After the first Sale of any interest in the Property, the Base Cost for any such interest shall be the price paid by the Purchaser for any such interest in the Property together with the Purchaser's reasonable, customary expenses related to the cost of purchase. The Net Proceeds shall be determined by determining the Gross Sale Price for the interest in the Property and then subtracting therefrom the prior purchase price paid by the Seller together with the expenses of closing the Sale.

The Equity Payment shall be paid to the City at the closing of each Sale.

## XXVII.

### *Mutual Assistance.*

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

## XXVIII.

*Miscellaneous Provisions.*

## 28.01 Definition Of "Developer" To Include "Trustee".

It is the intention of the parties that the word "Developer" as used herein shall be construed to include the Trustee.

## 28.02 Remedies Cumulative.

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

## 28.03 Disclaimer.

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

## 28.04 Exculpation Of Trustee. . .

## 28.05 Notices.

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

If To City:

City of Chicago  
Department of Economic  
Development  
24 East Congress Parkway  
Room 700  
Chicago, Illinois 60605  
Attention: Commissioner

With Copies To:

City of Chicago  
Department of Law  
Finance and Economic  
Development Division  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Deputy  
Corporation Counsel

If To Developer:

J & N Partners  
415 North LaSalle Street  
Suite 700  
Chicago, Illinois 60610  
Attention: \_\_\_\_\_

With Copies To:

Samuel J. Polsky, Esquire  
Polsky & Riordan Limited  
1216 North LaSalle Street  
Chicago, Illinois 60610

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

#### 28.06 Paragraph Headings.

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

#### 28.07 Counterparts.

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

28.08 Recordation Of Agreement.

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

28.09 Successors And Assignees.

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

28.10 Severability.

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

28.11 Conflict.

If there is a direct conflict between any of the terms of this Agreement and the terms of the Bond Ordinance, the Bond Ordinance shall control and the parties agree that with respect to such term and conflict, they will each comply with the Bond Ordinance.

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

[(Sub)Exhibits "C" and "E" attached to this Redevelopment Agreement  
printed on pages 19051 through 19053 of this Journal.]

(Sub)Exhibits A, B, D, F, G, H, J and J-1 attached to this Redevelopment Agreement read as follows:

*(Sub)Exhibit "A"*

*To Redevelopment Agreement.*

*Property/Redevelopment Site Legal Description.*

Parcel 1:

An irregular parcel of land in the southeast half of the southeast half of Section 2, Township 17 North, Range 14 East of the Third Principal Meridian and described as follows:

commencing at the point of intersection of the north line of East 95th Street with the west line of Stony Island Avenue as now laid out, said point of intersection being 50 feet north of the south line and 100 feet west of the east line of said southeast quarter; thence westerly, 266 feet on a line which is 50 feet north of and parallel with the south line of said southeast quarter; thence northwesterly, 94.74 feet to a point which is 98.28 feet north of the south line of said southeast half; thence northwesterly, 132.22 feet more or less to a point which is 220 feet north of the south line and 499.81 feet west of the east line of said southeast quarter; thence easterly, 399.81 feet to a point which is 220 feet north of the south line and 100 feet west of the east line of said southeast quarter; thence southerly, 170 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

That part of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning on the north line of East 95th Street at a point 400.00 feet east of the west line of said southwest quarter; thence north, parallel with the west line of said southwest quarter, 170.00 feet to the south line of Chicago, Rock Island and Pacific Railroad Company; thence west, along said south line of Chicago, Rock Island and Pacific Railroad Company, 150.00 feet; thence south, parallel with the west line of said southwest quarter, 150.00 feet, to the north line of East 95th Street; thence east, along the north line of East 95th Street, 150.00 feet, to the point of beginning, in Cook County, Illinois.

## Parcel 3:

A parcel of land in the southwest quarter of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the east line of the west half of the southwest quarter of the southwest quarter which point is 50 feet north of the south line of said southwest quarter; thence northerly, along said east line a distance of 170 feet to the south line of the right-of-way of the Chicago, Rock Island and Pacific Railway Company; thence westerly, on said right-of-way line, parallel with south line of said southwest quarter a distance of 266.37 feet more or less, to a point which is 400 feet east of the west line of said southwest quarter; thence southerly, 170 feet on a line 400 feet east of and parallel with said line to a point which is 50 feet north of the south line of said southwest quarter; thence easterly, 266.51 feet more or less along a line 50 feet north of and parallel with south line of said southwest quarter, to the point of beginning, in Cook County, Illinois; also a part of Block 25 in Stony Island Heights, a subdivision of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

beginning at the southwest corner of said Block 25; thence easterly, along the south line of said Block 25, a distance of 475 feet; thence northerly, at right angles a distance of 50 feet, more or less, to a point 40 feet southerly of, as measured at right angles, to the center line of the Chicago, Rock Island and Pacific Railroad Company's most southerly lead track; thence westerly, parallel with and 40 feet southerly of the center line of said lead track, a distance of 485 feet, more or less, to a point on the west line of said Block 25; thence southerly, along the west line of said Block 25; a distance of 140 feet, more or less, to the point of beginning.

## Parcel 4:

That part of the following described parcel (taken as a tract) which lies east of a line drawn perpendicular to the south line of Section 1 (described herein), from a point 1,122.18 feet west of the east line of said Section 1:

that part of Block 25 in Stony Island Heights Subdivision of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and that part of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

commencing at a point on the east line of the west half of the southwest quarter of the southwest quarter of said Section 1, said point being 50 feet north of the south line of said southwest quarter (said point also being the southwest corner of said Block 25); thence east, along the south line of Block 25 (also being the north line of East 95th Street), a distance of 475 feet to the point of beginning; thence north, at right angles a distance of 47.92 feet; thence northwesterly, a distance of 483.69 feet to a point on the west line of said Block 25, said point being 139.39 feet north of the southwest corner of said Block 25; thence north, along the west line of said Block 25, a distance of 30.61 feet to the northwest corner of said Block 25; thence west, along a line 170 feet north of and parallel with the north line of East 95th Street, a distance of 87.83 feet; thence north, along a line drawn parallel with the west line of said Section 1, a distance of 33.00 feet to a point on a line drawn parallel with and 253 feet north of the south line of the southwest quarter of said Section 1; thence east, along the last described parallel line, a distance of 1,517.61 feet to a point 569 feet west of the east line of the southwest quarter of said Section 1; thence south, along a line 569 feet west of and parallel with the east line of the southwest quarter of said Section 1, a distance of 203 feet to the north line of East 95th Street; thence west, along the north line of East 95th Street, 955.28 feet to the point of beginning, in Cook County, Illinois. Also the north 20 feet of the south 253 feet of the west 536 feet of the east 569 feet of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

That part of Block 25 in Stony Island Heights Subdivision of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, and that part of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

the west 586.18 feet of the east 1,155.18 feet of the north 203 feet of the south 253 feet of the southwest quarter of said Section 1; together with the north 20 feet of the south 253 feet of the west 536 feet of the east 569 feet of the southwest quarter of said Section 1, in Cook County, Illinois.

Parcel 6:

That part of the south 253.00 feet (except the north 20.00 feet and except the south 50.00 feet thereof) of the west 536 feet of the east 569.00 feet of the southwest quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 7:

That part of the north 203.00 feet of the south 253.00 feet of the southeast quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the north line of East 95th Street and the east line of South Jeffery Avenue; thence north, along the east line of South Jeffery Avenue, 203.00 feet to the north line of said south 253.00 feet; thence east, along the north line of said south 253.00 feet, 350.00 feet; thence south, parallel with the east line of South Jeffery Avenue, 203.00 feet, to the north line of East 95th Street; thence west, along the north line of East 95th Street 350.00 feet, to the point of beginning in Cook County, Illinois.

Parcel 8:

That part of the north 203.00 feet of the south 253.00 feet of the southeast quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the point on the north line of East 95th Street (also being a line 50 feet north of and parallel with the south line of said southeast quarter) said point being 400.00 feet west of the east line of South Paxton Avenue; thence north, parallel with west line of South Paxton Avenue 203.00 feet; thence west, parallel with north line of East 95th Street, 516.38 feet to a point 350.00 feet east of the east line of South Jeffery Avenue; thence south, parallel with the east line of South Jeffery Avenue, 203.00 feet to the north line of East 95th Street; thence east, along the north line of East 95th Street, 516.97 feet to the point of beginning, in Cook County, Illinois.

Parcel 9:

That part of the north 203.00 feet of the south 253.00 feet of the southeast quarter of Section 1, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

beginning at the intersection of the north line of East 95th Street and the west line of South Paxton Avenue; thence west, along the north line of East 95th Street, 400.00 feet; thence north, parallel with the west line of South Paxton Avenue, 203.00 feet, to the north line of said south 253.00 feet; thence east, along the north line of said south 253.00 feet, 400.00 feet to the west line of South Paxton Avenue; thence south, along the west line of South Paxton Avenue, 203 feet, to the point of beginning, in Cook County, Illinois.



## Parcel 10:

An irregular parcel of land in the northeast quarter of the northeast quarter of Section 11, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the west line of South Stony Island Avenue, 245.00 feet south of the south line of East 95th Street, said point being 100.00 feet west of the east line and 295.00 feet south of the north line of said section; thence running north on the west line of said South Stony Island Avenue and parallel with the east line of said section 245.00 feet to the south line of said East 95th Street; thence west, on the south line of East 95th Street and parallel with the north line of said section 135.50 feet; thence south, at right angle to last described course 63.84 feet to a point which is 235.80 feet west of the east line of said section; thence southeasterly, on a curved line convex to the northeast having a radius of 1,210.53 feet, an arc distance of 125.49 feet to a point which is 175.15 feet west of the east line of said section; thence southeasterly, on a straight line a distance of 113.42 feet to a point which is 114.03 feet west of the east line of said section; thence easterly, 14.03 feet to a point of beginning, in Cook County, Illinois.

## Parcel 11:

The west 425.00 feet, as measured on the north line of an irregular parcel of land in the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at the point of intersection of the east line of the west 100 feet of said northwest quarter and the south line of the north 50 feet of said northwest quarter; thence south along the east line of the west 100 feet of said northwest quarter, 581.22 feet more or less to intersection with a line which is 59 feet northeasterly of and parallel to the northeasterly line of the original 66-foot right-of-way of the Chicago and Western Indiana Railroad Company; thence southeasterly, along said parallel line 96.40 feet; thence northeasterly, at right angles, a distance of 1,031.20 feet to a point; thence north, a distance of 99.89 feet to a point in the south line of the north 50 feet of said northwest quarter, along a line which makes a right angle with said south line of the north 50 feet of said northwest quarter; thence west, 921.71 feet to the point of beginning (excepting therefrom that part of the west 425 feet, as measured on the north line, of an irregular parcel of land in the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the east line of Stony Island Avenue (being the east line of the west 100 feet of said northwest quarter) and the south line of 95th Street (being the south line of the north 50 feet of said northwest quarter); thence south, along said east line for a distance of 581.22 feet more or less to the intersection of said east line with a line which is 59 feet northeasterly of and parallel with the northeasterly line of the original 66-foot wide right-of-way of the Chicago and Western Indiana Railroad Company; thence southeasterly, along said parallel line for a distance of 96.40 feet; thence northeasterly, along a line which is at right angles to said parallel line for a distance of 5 feet to a point which is 659.78 feet south and 56.09 feet east of the point of beginning, as measured along and at right angles to said east line; thence northwesterly along a line which is 5 feet northeasterly of and parallel with the aforementioned parallel line for a distance of 72.64 feet to a point which is 598.56 feet south and 17 feet east of the point of beginning, as measured along and at right angles to said east line; thence northerly, along a line which is 17 feet easterly of and parallel with said east line for a distance of 202.16 feet; thence northeasterly, for a distance of 259.12 feet to a point which is 139.02 feet south and 47.08 feet east of the point of beginning, as measured along and at right angles to said east line; thence northeasterly, for a distance of 52.65 feet to a point which is 88.75 feet south and 62.74 feet east of the point of beginning, as measured along and at right angles to said east line; thence northeasterly, for a distance of 35.16 feet to a point which is 89.43 feet east and 64.55 feet south of the point of beginning, as measured along and at right angles to said south line; thence northeasterly, for a distance of 52.65 feet to a point which is 141.01 feet east and 53.97 feet south of the point of beginning, as measured along and at right angles to said south line; thence northeasterly, for a distance of 284.56 feet to a point on the east property line of said parcel of land; thence north, along said east property line for a distance of 42.60 feet to a point on said south line, said point being 425 feet east of the point of beginning; thence west, along said south line to the point of beginning, in Cook County, Illinois.

Parcel 12:

An irregular parcel of land in the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at the point of intersection of the east line of the west 100 feet of said northwest quarter and the south line of the north 50 feet of said northwest quarter; thence south, along the east line of the west 100 feet of said northwest quarter, 581.22 feet more or less to intersection with a line which is 59 feet northeasterly of and parallel to the northeasterly line of the original 66-foot right-of-way of the Chicago and Western Indiana Railroad Company; thence southeasterly, along said parallel line 96.40 feet; thence northeasterly, at right angles, a distance of 1,031.20 feet to a point;

thence north, a distance of 99.89 feet to a point in the south line of the north 50 feet of said northwest quarter, along a line which makes a right angle with said south line of the north 50 feet of said northwest quarter; thence west, 921.71 feet to the point of beginning, except the west 425 feet, as measured on the north line also except that part of an irregular parcel of land in the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

commencing at the point of intersection of the east line of Stony Island Avenue (being the east line of the west 100 feet of said northwest quarter) and the south line of East 95th Street (being the south line of the north 50 feet of said northwest quarter); thence easterly, along the south line of said East 95th Street for a distance of 425 feet to the point of beginning; thence southerly, parallel with the east line of said Stony Island Avenue for a distance of 42.60 feet; thence northeasterly, for a distance of 496.76 feet to a point in the east property line which is 921.71 feet east and 22.74 feet south of the point of commencement, as measured normal to the south line of said East 95th Street; thence northerly, along said east property line for a distance of 22.74 feet to said south line of East 95th Street; thence west, along said south line of 95th Street for a distance of 496.71 feet to the point of beginning, in Cook County, Illinois.

Parcel 13:

A parcel of land in the northwest quarter of the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the original south line of East 95th Street, said point being 405 feet east of the east line of Stony Island Avenue; thence south on a line 405 feet east of and parallel to said line of 95th Street to its intersection with the northerly right-of-way line of the Belt Railway Company of Chicago (a distance of 433.93 plus or minus feet), said point of intersection being the point of beginning; thence south along the previously described line extended a distance of 195.07 feet, more or less; thence west at right angles to last described line a distance of 300 feet more or less, to a point on said north right-of-way line of the Belt Railway Company of Chicago; thence northeasterly along said right-of-way line to the point of beginning.

Parcel 14:

That part of the northwest quarter of Section 12, Township 37 North, Range 14 East of the

Third Principal Meridian, north of the Indian Boundary Line, lying northeasterly of a line 59.00 feet northeasterly from and parallel with the northeasterly line of the original 66-foot right-of-way of the Chicago and Western Indiana Railroad Company and southwesterly of a line 1,200.00 feet northeasterly from and parallel with said northeasterly right-of-way line, which part is bounded and described as follows:

commencing on the south line of the north 50.00 feet of Section 12 aforesaid, at a point which is 1,021.71 feet east of the west line of said Section 12, and running; thence south along a line which is perpendicular to said south line of the north 50.00 feet, a distance of 22.74 feet to the southwest corner of a parcel of land conveyed to the State of Illinois by deed recorded February 10, 1978 as Document Number 24321415, being the point of beginning for that part hereinafter described; thence continuing south along said perpendicular line, a distance of 77.15 feet; thence southwestwardly along a line which is perpendicular to the aforementioned northeasterly line of the original 66-foot right-of-way, a distance of 612.19 feet to an intersection with a line which is 405.00 feet (measured perpendicular) east from and parallel with the east line of South Stony Island Avenue (said east line being a line 100.00 feet from and parallel with the west line of said Section 12); thence south along said parallel line, a distance of 195.07 feet; thence west along a line which is perpendicular to said last described course, a distance of 305.23 feet to an intersection with the aforementioned line which is perpendicular to the northeasterly line of the original 66-foot right-of-way; thence southwestwardly along said perpendicular line, a distance of 16.42 feet, to a point which is 99.00 feet northeasterly of the intersection of said perpendicular line, with the northeasterly line of the original 66-foot right-of-way; thence southeastwardly along a line which is 99.00 feet northeasterly from and parallel with said northeasterly line of the original 66-foot right-of-way, a distance of 1,367.13 feet to an intersection with a line which is 190.36 feet southeasterly from and parallel with the southwestwardly extension of the southeasterly line of the land conveyed by deed recorded March 16, 1979 as Document Number 24881682; thence northeastwardly along said parallel line, which line is perpendicular to said last described course, a distance of 563.50 feet; thence northwestwardly along a line which is 662.50 feet northeasterly from and parallel with said northeasterly line of the original 66-foot right-of-way, a distance of 587.88 feet to an intersection with a line which is perpendicular to the aforesaid south line of the north 50.00 feet of Section 12, at the point of intersection of said south line with a line which is 1,200.00 feet northeasterly from and parallel with said northeasterly line of the original 66-foot right-of-way; thence north along said last described perpendicular line, a distance of 966.05 feet, to an intersection with the south line of the aforementioned parcel of land conveyed to

the State of Illinois by deed recorded February 10, 1978 as Document Number 24321415; and thence westwardly along the south line of said parcel of land, a distance of 66.49 feet, to the point of beginning, in Cook County, Illinois.

Parcel 15:

That part of the northwest quarter of Section 12, Township 37 North, Range 14 East of the Third Principal Meridian, described as follows:

commencing on a line 50.00 feet south of and parallel with the north line of said northwest quarter at a point 1,088.12 feet east of the west line of said northwest quarter, said point of being the intersection of said line 50.00 feet south of and a line 1,200.00 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way of Chicago and Western Indiana Railroad; thence south, at 90 degrees to said line 50.00 feet south, 986.13 feet to its intersection with a line 662.50 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way of Chicago and Western Indiana Railroad; thence southeasterly, along said line 662.50 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way, 397.52 feet to the point of intersection with the southeasterly line of land conveyed by Document Number 24 881 682, said point of intersection being the point of beginning of the land hereon described; thence northeasterly, along said southeasterly line of land conveyed by Document Number 24 881 682, 537.50 feet to said line 1,200.00 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way; thence southeasterly, along said line 1,200.00 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way 1,877.24 feet to the north line of East 99th Street; thence northwesterly, 1,692.20 feet to a point in a line 59.00 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way; thence northwesterly, along said line 59.00 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way, 254.35 feet to a line 373.23 feet southeasterly of the southwesterly extension of the southeasterly line of land conveyed by Document Number 24 881 682; thence northeasterly, along a line 373.23 feet southeasterly of and parallel with said southwesterly extension, 40.00 feet, to a line 99.00 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way; thence northwesterly, along said line 99.00 feet northeasterly of and parallel with the northeasterly line of 66-foot right-of-way 182.87 feet; thence northeasterly, along a line 190.36 feet southeasterly of and parallel with said southwesterly extension, 563.50 feet, to said line 662.50 feet northeasterly; thence northwesterly, along said line 662.50 feet northeasterly, 190.36 feet, to the point of beginning, in Cook County, Illinois.

*(Sub)Exhibit "B"*

*To Redevelopment Agreement.*

*Redevelopment Project Area Legal Description.*

That part of the southeast quarter of Section 2, southwest quarter of Section 1, northwest quarter of Section 12, and northeast quarter of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning at a point 220.00 feet north of the south line and 499.81 feet west of the east line of said southeast quarter of Section 2; thence east, parallel with south line of said southeast quarter, 499.81 feet to the east line of said southeast quarter; thence east, parallel with the south line of said southwest quarter of Section 1, 578.54 feet; thence north, parallel with the west line of said southwest quarter of Section 1, 33.00 feet to a line 253.00 feet north of and parallel with the south line of said southwest quarter of Section 1; thence east, parallel with the south line of said southwest quarter, 3,385.99 feet to the west line of South Paxton Avenue; thence south, along the west line of South Paxton Avenue 303.00 feet to the south line of East 95th Street; thence west, along the south line of East 95th Street, 2,374.55 feet to a bend in said south line of East 95th Street; thence west, along the south line of East 95th Street, 503.01 feet to a line perpendicular to a line 50 feet south of and parallel with the north line of said northwest quarter of Section 12, at a point where said parallel line intersects a line 1,200 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way of Chicago and Western Indiana Railroad Company; thence south, along said perpendicular line, 966.05 feet to its intersection with a line 662.50 feet northeasterly of and parallel with northeasterly line of said original 66-foot right-of-

way; thence southeasterly, along said line 662.50 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way, 397.52 feet to southeasterly line of land conveyed by Document Number 24 881 682; thence northeasterly, along said southeasterly line of land conveyed by Document Number 24 881 682, 537.50 feet to said line 1,200 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way; thence southeasterly, along said line 1,200 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way 1,877.24 feet to the north line of East 99th Street; thence northwesterly 1,692.20 feet to a point in a line 59.00 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way; thence northwesterly, along said line 59.00 feet northeasterly of and parallel with the northeasterly line of original 66-foot right-of-way, 254.35 feet to a line 373.23 feet southeasterly of the southwesterly extension of the southeasterly line of land conveyed by Document Number 24 881 682; thence northeasterly, along a line 373.23 feet southeasterly of and parallel with said southwesterly extension, 40.00 feet, to a line 99.00 feet northeasterly of and parallel with northeasterly line of original 66-foot right-of-way; thence northwesterly, along said line 99.00 feet northeasterly of and parallel with the northeasterly line of 66.00-foot right-of-way 1,550.00 feet; thence southwesterly, along a line perpendicular to said northeasterly line of original 66.00-foot right-of-way, 35.00 feet; thence northwesterly, along a line 64.00 feet northeasterly of and parallel with the northeasterly line of original 66.00-foot right-of-way, 72.64 feet; thence northwesterly, 415.26 feet to a point on the west line of South Stony Island Avenue, said point being 295.00 feet south of the north line and 100.00 feet west of the east line of said northeast quarter of Section 11; thence west 14.03 feet; thence northwest, 113.42 feet to a point 175.15 feet west of the east line of said northeast quarter; thence northwest, along an arc convex to the northeast having a radius of 1,210.53 feet, 113.42 feet; thence north, along a line perpendicular to the south line of East 95th Street 63.84 feet to a point on the south line of East 95th Street, said point being 50.00 feet south of the north line and 235.50 feet west of the east line of said northeast quarter; thence northwest 164.96 feet to a point on the north line of East 95th Street, said point being 50.00 feet north of the south line and 366.00 feet west of the east line of said southeast quarter of Section 2; thence northwest, 97.74 feet to a point 98.28 feet north of the south line of said southeast quarter; thence northwest, 132.22 feet, more or less, to the point of beginning in Cook County, Illinois.

(Continued on page 19054)

## EXHIBIT C: SOURCES AND USES ANALYSIS - 95th/STONY ISLAND PROJECT

July 30, 1988

USES:		Total	TIF		Priority	SOURCES:
			TIF Eligible	Private:		
<b>Acquisition:</b>						Private Financing:
Land A - Parcels 11, 13	226,508 sq.ft.	\$1,850,000	\$0	\$1,850,000		\$18,351,548
Land B - Parcel 12	113,056 sq.ft.	\$452,225	\$0	\$452,225		Tax Increment Financing: \$3,695,000
Land C - Cut out in Parcel 14		\$0	\$0	\$0		Developer Equity: \$8,155,568
Land D - Parcels 4, 5	248,704 sq.ft.	\$515,057	\$0	\$515,057		Sale of Outlot to Courtesy \$408,760
Land E - Parcel 14	941,768 sq.ft.	\$990,651	\$590,651	\$0	14	Total Sources: \$30,610,872
Land F - Parcel 8	104,885 sq.ft.	\$188,368	\$0	\$188,368		
Land G - Parcel 15	1,308,803 sq.ft.	\$273,000	\$273,000	\$0	13	
Legal Fees		\$100,000	\$0	\$100,000		
Subtotal:	2,941,725 sq.ft.	\$3,967,301				
<b>Architect/Engineering Fees:</b>						
Basic Plans:		\$893,882	\$72,000	\$821,882		
Revisions:		\$55,690	\$0	\$55,690		
Subtotal:		\$949,582				
<b>Professional Fees:</b>						
Zoning/Annexation Expenses:		\$65,000	\$0	\$65,000		
Surveys/Construction		\$15,000	\$0	\$15,000		
Soil Testing - General		\$3,697	\$0	\$3,697		
Soil Testing - Construction		\$4,170	\$0	\$4,170		
Testing - Materials & Methods		\$3,484	\$0	\$3,484		
Reproductions		\$3,946	\$0	\$3,946		
Photography		\$3,693	\$0	\$3,693		
Accounting		\$11,819	\$0	\$11,819		
Legal - General		\$45,000	\$0	\$45,000		
Trust Fees		\$10,000	\$0	\$10,000		
Miscellaneous Expenses		\$84,191	\$0	\$84,191		
Subtotal:		\$250,000				
Other Professional Fees		\$0	\$0	\$0		
<b>Site Preparation:</b>						
Track I Remove/Fill		\$1,700,000	\$1,700,000	\$0	12	
Track II & III Remove/Fill		\$930,000	\$930,000	\$0	11	
Demolition		\$150,000	\$150,000	\$0	10	
Subtotal:		\$2,780,000				
<b>Public Improvements:</b>						
Street Repair/Landscaping						
Curb Cuts/Acceleration Lanes		\$650,000	\$650,000	\$0	6	
Relocate Utility Lines		\$150,000	\$150,000	\$0	9	
Traffic Signal		\$150,000	\$150,000	\$0	8	
Street Lighting		\$125,000	\$125,000	\$0	7	
Wetland Relocation		\$475,000	\$0	\$475,000		
Offsite Sewer from site to 99th		\$830,000	\$830,000	\$0	5	
Subtotal:		\$2,380,000				
<b>Project Construction:</b>						
Building Shell - Jewel	65,071 sq.ft.	\$2,472,698	\$0	\$2,472,698		
Building Shell - Courtesy	82,750 sq.ft.	\$0	\$0	\$0		
Building Shell - Track I	97,924 sq.ft.	\$4,406,580	\$0	\$4,406,580		
Building Shell - Track II	31,498 sq.ft.	\$1,417,320	\$0	\$1,417,320		
Building Shell - Track III	12,400 sq.ft.	\$558,000	\$0	\$558,000		
Construction Management		\$786,422	\$0	\$786,422		
Permits		\$145,200	\$0	\$145,200		
Tap-on/Connection Fee		\$60,000	\$0	\$60,000		
Insurance/Builder's Risk		\$40,000	\$0	\$40,000		
Water/Storm Sewer		\$350,000	\$0	\$350,000		
Paving Curbs		\$720,000	\$0	\$720,000		
Parking Lighting		\$830,000	\$0	\$830,000		
Subtotal:	289,641 sq.ft.	\$11,786,220				

## ASSUMPTIONS:

- 1 Analysis assumes TIF Bond of \$3,695,000. Bond Ordinance allows a maximum Bond of \$5,000,000 which, if realized, will require an adjustment of all numbers prior to execution of the Redevelopment Agreement.
- 2 The TIF Eligible column notes City approved TIF costs and amounts. The TIF priority column notes the City's priority preferences in allocation of first bond and then cash flow generated funds.

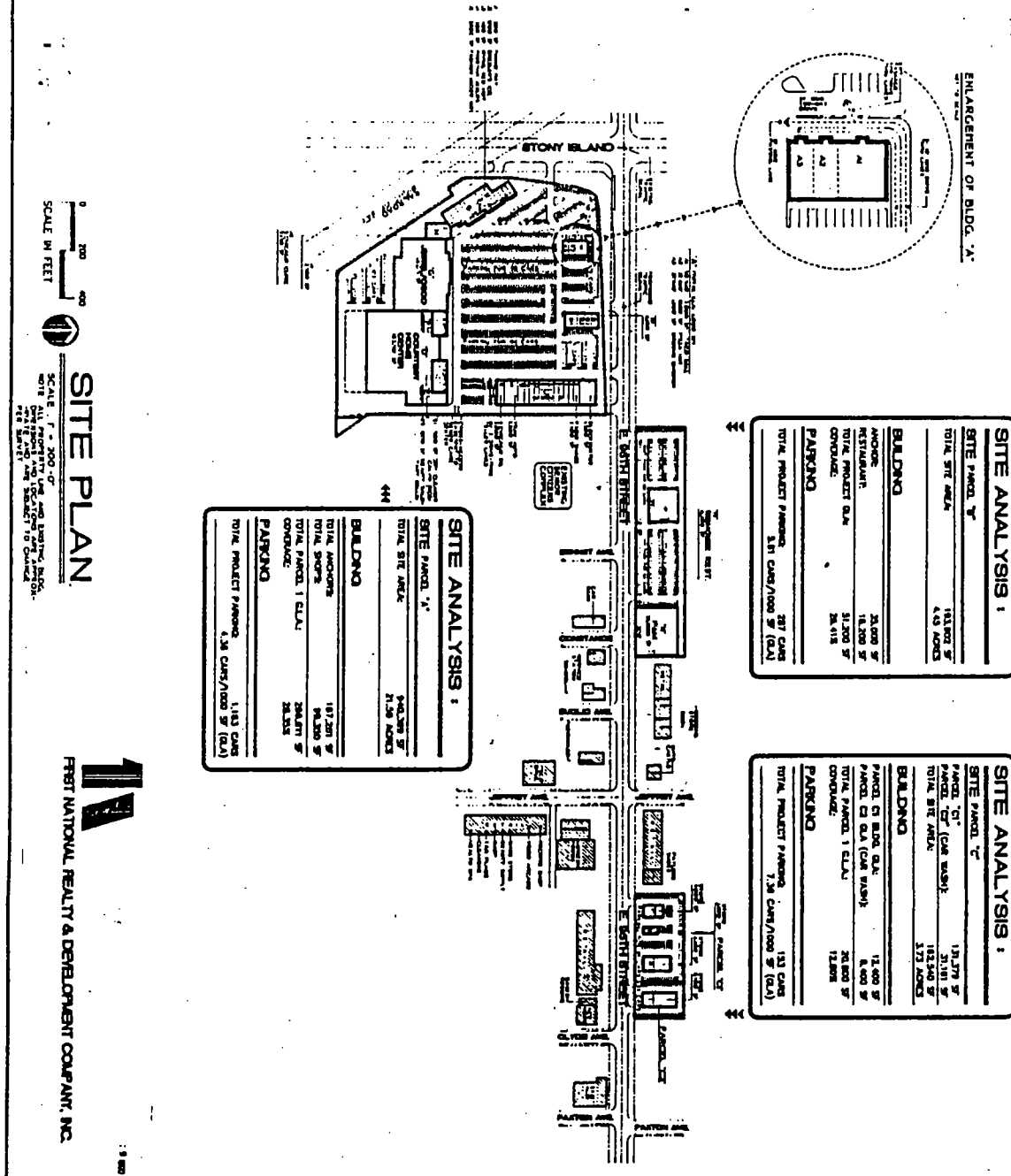


<b>Tenant Improvements:</b>					
Tenant Improvements:	141,820 sq. ft.	\$709,100	\$0	\$709,100	
Leasehold Drawings:		\$50,000	\$0	\$50,000	
Subtotal:		\$759,100			
<b>Marketing Expenses</b>					
Signs & Billboards		\$6,063	\$0	\$6,063	
Legal Fees		\$13,648	\$0	\$13,648	
Special Promotions		\$55,472	\$0	\$55,472	
Promotional Drawings & Mats		\$28,239	\$0	\$28,239	
Advertising		\$62,280	\$0	\$62,280	
Selling/Leasing Expense		\$21,431	\$0	\$21,431	
Subtotal:		\$187,133			
Leasing Commissions:	141,820 sq. ft.	\$920,000	\$0	\$920,000	
<b>Real Estate Taxes</b>					
1990		\$20,000	\$0	\$20,000	
1991		\$140,000	\$0	\$140,000	
Subtotal:		\$160,000			
<b>Construction Interest</b>					
1990		\$480,000	\$0	\$480,000	
1991		\$1,680,000	\$0	\$1,680,000	
Subtotal:		\$2,160,000			
<b>Financing Expense</b>					
Appraisal Fee		\$6,756	\$0	\$6,756	
Surveys		\$7,680	\$0	\$7,680	
Inspection Fees - Lender		\$13,430	\$0	\$13,430	
Construction Lender's Fee		\$200,000	\$0	\$200,000	
Permanent Lender's Fee		\$200,000	\$0	\$200,000	
Legal - Owner		\$9,162	\$0	\$9,162	
Legal - Lender		\$9,162	\$0	\$9,162	
Title & Escrow Fees		\$13,889	\$0	\$13,889	
Closing Costs		\$13,889	\$0	\$13,889	
Subtotal:		\$473,968			
<b>TIF Financing Costs</b>					
Capitalized Interest		\$877,563	\$877,563	\$0	1
Debt Service Fund		\$369,500	\$369,500	\$0	2
Cost of Issuance		\$73,900	\$73,900	\$0	3
Closing Costs		\$73,900	\$73,900	\$0	4
Subtotal:		\$1,394,863			
City Administration Fee		\$0	\$0	\$0	
<b>Start-Up Costs</b>					
Utilities		\$10,087	\$0	\$10,087	
Pre-Opening Expenses		\$6,968	\$0	\$6,968	
Landscape Maintenance		\$9,317	\$0	\$9,317	
General Maintenance		\$6,044	\$0	\$6,044	
Window Washing		\$3,350	\$0	\$3,350	
Miscellaneous		\$11,453	\$0	\$11,453	
Management Fees		\$5,486	\$0	\$5,486	
Subtotal:		\$52,705			
<b>Development Coordination &amp; Overhead</b>					
Development Overhead		\$325,000	\$0	\$325,000	
Development Profit		\$315,000	\$0	\$315,000	
Subtotal:		\$640,000			
<b>Contingencies:</b>					
Construction		\$725,000	\$0	\$725,000	
Miscellaneous		\$75,000	\$0	\$75,000	
Leasing	141,820 sq. ft.	\$950,000	\$0	\$950,000	
Subtotal:		\$1,750,000			
<b>GRAND TOTALS:</b>		<u>\$30,610,872</u>	<u>\$3,685,000</u>	<u>\$27,165,872</u>	
			\$7,015,514	\$23,595,358	

Breakdown assuming \$3,685,000 TIF Bond.

Breakdown assuming maximum TIF eligible costs.

NO.	SIZE	AREA	TENANT
1	30' x 30'	1,000 sq'	IND. BLDG.
2	30' x 30'	1,000 sq'	IND. BLDG.
3	30' x 30'	1,000 sq'	IND. BLDG.
4	30' x 30'	1,000 sq'	IND. BLDG.
5	30' x 30'	1,000 sq'	IND. BLDG.
6	30' x 30'	1,000 sq'	IND. BLDG.
7	30' x 30'	1,000 sq'	IND. BLDG.
8	30' x 30'	1,000 sq'	IND. BLDG.
9	30' x 30'	1,000 sq'	IND. BLDG.
10	30' x 30'	1,000 sq'	IND. BLDG.
11	30' x 30'	1,000 sq'	IND. BLDG.
12	30' x 30'	1,000 sq'	IND. BLDG.
13	30' x 30'	1,000 sq'	IND. BLDG.
14	30' x 30'	1,000 sq'	IND. BLDG.
15	30' x 30'	1,000 sq'	IND. BLDG.
16	30' x 30'	1,000 sq'	IND. BLDG.
17	30' x 30'	1,000 sq'	IND. BLDG.
18	30' x 30'	1,000 sq'	IND. BLDG.
19	30' x 30'	1,000 sq'	IND. BLDG.
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21	30' x 30'	1,000 sq'	IND. BLDG.
22	30' x 30'	1,000 sq'	IND. BLDG.
23	30' x 30'	1,000 sq'	IND. BLDG.
24	30' x 30'	1,000 sq'	IND. BLDG.
25	30' x 30'	1,000 sq'	IND. BLDG.
26	30' x 30'	1,000 sq'	IND. BLDG.
27	30' x 30'	1,000 sq'	IND. BLDG.
28	30' x 30'	1,000 sq'	IND. BLDG.
29	30' x 30'	1,000 sq'	IND. BLDG.
30	30' x 30'	1,000 sq'	IND. BLDG.
31	30' x 30'	1,000 sq'	IND. BLDG.
32	30' x 30'	1,000 sq'	IND. BLDG.
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43	30' x 30'	1,000 sq'	IND. BLDG.
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58	30' x 30'	1,000 sq'	IND. BLDG.
59	30' x 30'	1,000 sq'	IND. BLDG.
60	30' x 30'	1,000 sq'	IND. BLDG.
61	30' x 30'	1,000 sq'	IND. BLDG.
62	30' x 30'	1,000 sq'	IND. BLDG.
63	30' x 30'	1,000 sq'	IND. BLDG.
64	30' x 30'	1,000 sq'	IND. BLDG.
65	30' x 30'	1,000 sq'	IND. BLDG.
66	30' x 30'	1,000 sq'	IND. BLDG.
67	30' x 30'	1,000 sq'	IND. BLDG.
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69	30' x 30'	1,000 sq'	IND. BLDG.
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74	30' x 30'	1,000 sq'	IND. BLDG.
75	30' x 30'	1,000 sq'	IND. BLDG.
76	30' x 30'	1,000 sq'	IND. BLDG.
77	30' x 30'	1,000 sq'	IND. BLDG.
78	30' x 30'	1,000 sq'	IND. BLDG.
79	30' x 30'	1,000 sq'	IND. BLDG.
80	30' x 30'	1,000 sq'	IND. BLDG.
81	30' x 30'	1,000 sq'	IND. BLDG.
82	30' x 30'	1,000 sq'	IND. BLDG.
83	30' x 30'	1,000 sq'	IND. BLDG.
84	30' x 30'	1,000 sq'	IND. BLDG.
85	30' x 30'	1,000 sq'	IND. BLDG.
86	30' x 30'	1,000 sq'	IND. BLDG.
87	30' x 30'	1,000 sq'	IND. BLDG.
88	30' x 30'	1,000 sq'	IND. BLDG.
89	30' x 30'	1,000 sq'	IND. BLDG.
90	30' x 30'	1,000 sq'	IND. BLDG.
91	30' x 30'	1,000 sq'	IND. BLDG.
92	30' x 30'	1,000 sq'	IND. BLDG.
93	30' x 30'	1,000 sq'	IND. BLDG.
94	30' x 30'	1,000 sq'	IND. BLDG.
95	30' x 30'	1,000 sq'	IND. BLDG.
96	30' x 30'	1,000 sq'	IND. BLDG.
97	30' x 30'	1,000 sq'	IND. BLDG.
98	30' x 30'	1,000 sq'	IND. BLDG.
99	30' x 30'	1,000 sq'	IND. BLDG.
100	30' x 30'	1,000 sq'	IND. BLDG.



SCALE 1" = 200'-0"

SCALE IN FEET

**SITE PLAN**

SCALE 1" = 200'-0"

FOR THE PROPOSED SHOPPING CENTER, BLDG. 'A' AND 'B' LOCATIONS ON STONY ISLAND, CHICAGO, ILLINOIS.

**FREIGHT NATIONAL REALTY & DEVELOPMENT COMPANY, INC.**

(Continued from page 19050)

*(Sub)Exhibit "D"*

*To Redevelopment Agreement.*

*Estimated Tax Receipts/Minimum Assessed Value.*

[Unavailable at time of printing.]

*(Sub)Exhibit "F"*

*To Redevelopment Agreement.*

*Municipal Purchasing Act Requirements.*

8-10-1. Short Title.

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

8-10-2. Additional Powers And Duties.

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

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

§ 8-10-3. Except as otherwise herein provided, all purchase orders or contracts of whatever nature, for labor, services or work, the purchase, lease, or sale of personal property, materials, equipment or supplies, involving amounts in excess of \$10,000, made by or on behalf of any such municipality, shall be let by free and open competitive bidding after advertisement to the lowest responsible bidder, or in the appropriate instance, to the highest responsible bidder, depending upon whether such municipality is to expend or to receive money. All such purchase orders or contracts, as defined above, which shall involve amounts of \$10,000, or less, shall be let in the manner described above whenever practicable, except that such purchase orders or contracts may be let in the open market in a manner calculated to insure the best interests of the public, after solicitation of bids by mail, telephone, or otherwise. The provisions of this section are subject to any contrary provision contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended.\*

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

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

§ 8-10-4. Contracts which by their nature are not adapted to award by competitive bidding, such as but not limited to contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for supplies, materials, parts or equipment which are available only from a single source, contracts for printing of finance committee pamphlets, comptroller's estimates and departmental reports, contracts for the printing or engraving of bonds, water certificates, tax warrants and other evidences of indebtedness, contracts for utility services such as water, light, heat, telephone or telegraph, and contracts for the purchase of magazines, books, periodicals and similar articles of an educational or instructional nature, and the binding of such magazines, books, periodicals, pamphlets, reports and similar articles shall not be subject to the competitive bidding requirements of this Article. The purchasing agent hereinafter provided for is hereby expressly authorized to procure from any federal, state or local governmental unit or agency thereof such materials, supplies, commodities or equipment as may be made available through the operation of any legislation heretofore or hereafter enacted without conforming to the competitive bidding

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\*Chapter 29, paragraph 36 et seq.

requirements of this Division 10. Regular employment contracts in the municipal service, whether with respect to the classified service or otherwise, shall not be subject to the provisions of this Division 10, nor shall this Division 10 be applicable to the granting or issuance pursuant to powers conferred by laws, ordinances or resolutions, of franchises, licenses, permits or other authorizations by the corporate authorities of the municipality, or by departments, offices, institutions, boards, commissions, agencies or other instrumentalities thereof, nor to contracts or transactions, other than the sale or lease of personal property, pursuant to which the municipality is the recipient of money. The purchasing agent may sell or cause to be loaned with proper surety, materials common only to the municipal water distribution system, to such corporations and individuals, upon a proper showing that they are unable to obtain such materials for the purpose of obtaining water from the water system, or while awaiting shipment from manufacturers or vendors of such material, provided, that proper charges for the sale of such material shall be made to such extent as to save the municipality from monetary losses in such transactions.

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

#### 8-10-5. Emergency Contracts.

§ 8-10-5. In the case of an emergency affecting the public health or safety, so declared by the corporate authorities of the municipality at a meeting thereof duly convened, which declaration shall require the affirmative vote of a majority of all the members thereof and shall set forth the nature of the danger to the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement.

The resolution or ordinance in which such declaration is embodied shall fix the date upon which such emergency shall terminate, which date may be extended or abridged by the corporate authorities as in their judgment the circumstances require.

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

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

#### 8-10-6. Requisition Agents.

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

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

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

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

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

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

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

Amended by P.A. 84-1269, § 1, effective August 11, 1986.

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

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

#### 8-10-9. Opening Of Bids.

§ 8-10-9. All sealed bids shall be publicly opened by the purchasing agent of such municipality, or by an officer or employee in the office of the purchasing agent duly authorized in writing by the purchasing agent to open such bids, and all such bids shall be open to public inspection in the office of the purchasing agent for a period of at least 48 hours before award is made.

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

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

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

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

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

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

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

#### 8-10-12. Rejection Of Bids.

§ 8-10-12. Any and all bids received in response to an advertisement may be rejected by the purchasing agent if the bidder is not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor does not conform to requirements or if the public interest may otherwise be served thereby.

#### 8-10-13. Bonds Of Bidders.

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



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

8-10-14. Assignment Of Contracts.

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

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

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

§ 8-10-15. In all municipalities within the purview of this Division 10, there shall be a purchasing agent who shall be appointed by the mayor by and with the consent of the corporate authorities of the municipality. The purchasing agent shall hold office for a term of 4 years and until his successor is appointed and qualified. Such purchasing agent may be removed from office for cause after public hearing before the corporate authorities at which hearing the purchasing agent with counsel shall be entitled to be heard. His salary shall be fixed by the corporate authorities and he shall be required to give bond, with adequate surety, for the faithful performance of his duties in an amount to be determined by the corporate authorities. He shall be exempt from the provisions of Division 1 of Article 10<sup>1</sup> relating to civil service, in any municipality which has or may hereafter adopt that Division 1. In making the appointment of the purchasing agent, the mayor and corporate authorities shall give due consideration to the executive experience and ability required for the proper and effective discharge of the duties of the office and no person shall be appointed purchasing agent unless he has served for at least 3 years in a responsible executive capacity requiring knowledge of and experience in large scale purchasing activities.

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<sup>1</sup> Paragraph 10-1-1 et seq. of this chapter.

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

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

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

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

§ 8-10-17. The corporate authorities of any such municipality may establish a revolving fund in such amount as may be necessary to enable the purchasing agent to purchase items of common usage in advance of immediate need, the revolving fund to be reimbursed from the annual appropriation of the requisitioning agencies. Neither the purchasing agent, nor any officer or employee of his office, nor any member of the board of standardization hereinafter provided for, shall be financially interested, directly or indirectly, in any purchase order or contract coming under the purview of his official duties. The above named officials and employees are expressly prohibited from accepting, directly or indirectly, from

any person, company, firm or corporation to which any purchase order or contract may be awarded, any rebate, gift, money, or anything of value whatsoever. Any officer or employee, as above defined, convicted of violating this section, shall be guilty of a business offense and shall be fined not to exceed \$10,000 and shall forfeit the right to his public office, trust or employment and shall be removed therefrom.

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

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

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

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

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

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

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

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

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

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

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

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

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

8-10-22. Local Improvement Contracts.

§ 8-10-22. Nothing contained in this Division 10 shall be deemed to apply to the letting of contracts and accepting of bids for the construction of local improvements pursuant to Division 2 of Article 9.<sup>1</sup>

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<sup>1</sup> Paragraph 9-2-1 et seq. of this chapter.

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

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

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

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

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

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

8-10-25. Conflicts Of Application Of Laws.

§ 8-10-25. In the event of a conflict between the application of this Division 10 of Article 8 and the application of "An Act concerning municipalities, counties and other political subdivisions", enacted by the 85th General Assembly,<sup>1</sup> the provisions of "An Act concerning municipalities, counties and other political subdivisions" shall prevail.

Added by P.A. 85-854, Art. I, § 8, effective September 24, 1987.

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<sup>1</sup> Chapter 85, ¶ 6401 et seq.

*(Sub)Exhibit "G"*

*To Redevelopment Agreement.*

*City Purchasing Guidelines.*

[Unavailable at time of printing.]

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*(Sub)Exhibit "H"*

*To Redevelopment Agreement.*

*Equity Requirements.*

[Unavailable at time of printing.]

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*(Sub)Exhibit "J"*

*To Redevelopment Agreement.*

*First Source Agreement.*

[Unavailable at time of printing.]

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*(Sub)Exhibit "J-1"*

*To Redevelopment Agreement.*

*Employment Training Agreement.*

[Unavailable at time of printing.]

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EXECUTION OF MASTER PARTICIPATION AND SERVICING  
AGREEMENT WITH LOCAL FINANCIAL INSTITUTIONS  
FOR INITIATION OF BANK LOAN  
PARTICIPATION PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the Commissioner of Economic Development to enter into and execute a Master Participation and Servicing Agreement with local financial institutions for the initiation of the Bank Loan Participation Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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



The following is said ordinance as passed:

WHEREAS, The Department of Economic Development ("D.E.D.") of the City of Chicago ("City") has as its primary purpose the development of programs and policies to promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City; 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 ("C.D.B.G.") program to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, The City Council of the City has previously approved and authorized \$5,000,000 in C.D.B.G. entitlement funds, Urban Development Action Grant repayment recapture and other loan repayment recapture for use by D.E.D. in its Business Loan Program (Journal of the Proceedings of the City Council of the City of Chicago, Illinois, December 6, 1989 and June 27, 1990); and

WHEREAS, As a condition to receiving C.D.B.G. funds, D.E.D. is obligated to monitor the use of those funds to ensure that the public purpose inherent in the expenditure of the funds is met; and

WHEREAS, D.E.D. has determined that to promote efficiency in underwriting, funding, administration and servicing of its Business Loan Program and to encourage the private/public partnership necessary to maximize economic development activity within the City, its programs should be underwritten, funded, administered and serviced in close concert with financial institutions; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of D.E.D. is hereby authorized to implement a process which includes greater involvement of financial institutions in the Business Loan Program. This initiative shall be called the Bank Participation Loan Program ("Program").

SECTION 3. The Commissioner of D.E.D. is authorized to enter into and execute, subject to review by the Corporation Counsel, Master Loan Participation and Servicing Agreements ("Agreements") with financial institutions. The City Comptroller, the City Treasurer and those financial institutions entering into and executing Agreements are excluded from complying with the municipal depository requirements set forth in the Municipal Code of Chicago, Chapter 7-32, for those deposits held pursuant to the Agreements.

SECTION 4. Each Agreement shall be in substantially the form attached hereto as Exhibit A, with such changes as may be consistent with the purposes and intent of this ordinance and as may be approved by the Commissioner of D.E.D., subject to the review of the Corporation Counsel.

SECTION 5. The Commissioner of D.E.D. shall appoint a Program Loan Review Committee composed of the Chairman of the City Council Committee on Finance or its designee, the Chairman of the City Council Committee on Economic Development or its designee, the Chairman of the Economic Development Commission or its designee, two representatives of Chicago-based financial institutions, two representatives of Chicago-based neighborhood community organizations and such other individuals as the Commissioner may elect.

SECTION 6. The Commissioner of D.E.D., with the advice of the Program Loan Review Committee, shall have sole authority, notwithstanding any other provision of the Municipal Code of Chicago, to approve the purchase of participations in loans under the Agreements where the City's participation does not exceed \$150,000 for any one loan or any one borrower. All other participations shall be subject to the review and approval of the City Council.

SECTION 7. The Commissioner of D.E.D. is authorized to enter into and execute, subject to review by the Corporation Counsel, agreements which shall contain the public purpose responsibilities incumbent upon each borrower under the Program and which shall be acknowledged by the participating financial institution.

SECTION 8. This ordinance shall be effective by and from the date of its passage.

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

*Exhibit "A".*

*Master Participation And Servicing Agreement.*

This Master Participation and Servicing Agreement (this "Agreement") is entered into as of \_\_\_\_\_, 1990, by and between (name of selling lender) (the "Lender"), a (national/state banking association), having its principal office at \_\_\_\_\_, Chicago, Illinois and the City of Chicago, (the "City") an Illinois municipal corporation, by and through its Department of Economic Development ("D.E.D.") having an office at 24 East Congress Parkway, Chicago, Illinois 60605.

*Preliminary Statement.*

This City has adopted an ordinance entitled the "Bank Loan Participation Program" (the "Program") a copy of which is attached hereto as (Sub)Exhibit A and incorporated herein, pursuant to which the City shall, from time to time, purchase participating interest in loans (individually, a "Loan" and, collectively, the "Loans") made by the Lender to certain Program-eligible businesses (individually, a "Borrower" and, collectively, the "Borrowers").

The Program provides that a below-market interest rate (the "Below-Market Rate") shall be charged on the City's portion of the Loan in which the City participates.

The City and the Lender acknowledge that the Program will be funded, in whole or in part, by, among other sources, Community Development Block Grant funds provided by the United States Department of Housing and Urban Development ("H.U.D."), and as such, both agree that the use of funds pursuant to this Agreement shall be governed by, and not in derogation of, the rules and regulations promulgated by H.U.D. from time to time and any other government agency regulations that may apply.

In consideration of the promises contained herein, the Lender and the City hereby mutually agree as follows:

**Section 1. Incorporation.**

The Preliminary Statement is hereby incorporated herein and made a part hereof.

**Section 2. Definitions.**

Certain capitalized terms herein shall have the following meanings:

(a) "Certificate of Participation" means the document evidencing the City's Participation in each Loan, substantially in the form set forth as (Sub)Exhibit B hereto. A Certificate of Participation shall be delivered by the Lender to the City upon receipt of the City's initial Participation Amount with respect to each Loan.

(b) "Lender's Rate" means the percentage interest rate charged by the Lender on that portion of a Loan representing the Lender's Participation.

(c) "Participant" means either the Lender or the City, as the case may be.

(d) "Participation" means a Participant's undivided interest in the Loan, the Loan Documents and all rights, interests and obligations pertaining to such undivided interest and all proceeds arising therefrom from the Purchase Date, expressed as a percentage

and calculated from time to time by dividing the Participant's Participation Amount by the outstanding principal balance of the Loan.

(e) "Participation Amount" at any time means: (i) as to the Lender, that portion of the original principal amount of the Loan retained by the Lender hereunder, minus the aggregate principal amount repaid, as of that date, on that portion of the Loan retained by the Lender; and (ii) as to the City, that portion of the original principal amount of the Loan purchased by the City from the Lender, minus the aggregate principal amount repaid, as of that date, on that portion of the Loan purchased by the City from the Lender.

(f) "Purchase Date" means the date on which the City's Participation is purchased.

(g) "Weighted Average Rate" means the actual blended rate of interest charged for each Loan calculated as follows:

Lender's Participation x Lenders Rate + City's Participation x Below- Market Rate.

### Section 3. Applications And Approval; Sale And Purchase Of City's Participation.

#### 3.1 Applications.

The Lender shall accept applications from prospective Borrowers, and, if found creditworthy by the Lender, the Lender shall submit the application and the details of the proposed loan in a form satisfactory to the City (individually, a "Loan Application" and collectively, the "Loan Applications") for the City's review and purchase approval. The City expressly reserves the right, in its sole discretion, to accept or reject any Borrower and/or any Loan Application. Upon receipt of the City's duly authorized purchase approval certificate, the form of which is attached hereto as (Sub)Exhibit C (the "City Approval"), the Lender shall consummate the Loan and shall simultaneously sell a Participation to the City, all on the terms and conditions set forth herein.

#### 3.2 Loan Documents.

Each Loan shall be secured and evidenced by, among other things, the following documents, as applicable: a promissory note made by the Borrower to the order of the Lender (together with all restatements, renewals and substitutions thereof, the "Note"), a loan agreement between the Borrower and the Lender (together with all restatements, renewals and substitutions thereof, the "Loan Agreement"), a mortgage and security agreement securing the Note (together with all restatements, renewals and substitutions thereof, the "Mortgage"), guaranties and all other documents evidencing or securing the Loan, including without limitation, the documents set forth on (Sub)Exhibit D hereto, the forms of which shall be approved by the City, through its Corporation Counsel,

prior to the submission of the first Loan Application (collectively, the foregoing shall be referred to as "Loan Documents").

3.3 Maximum City Interest.

The Lender shall sell, assign and transfer, and the City shall purchase and accept, subject to the terms and conditions of this Agreement, a Participation of not less than twenty percent (20%) nor more than fifty percent (50%) in each Loan that the Lender originates in compliance with the Program and for which the City has delivered a City Approval.

3.4 City Approval.

The City shall submit the City Approval to the Lender (a) within thirty (30) days of receipt of the Loan Application where the City's Participation Amount is equal to or less than \$150,000; or (b) within forty-five (45) days of receipt of the Loan Application where the City's Participation Amount exceeds \$150,000. The failure of the City to submit a City Approval within such period shall be deemed a rejection of such Loan for purchase.

3.5 Notice To City Of Loan Funding.

Upon receipt of a City Approval, the Lender shall provide written notification to the Commissioner of D.E.D. or his designee of the proposed Purchase Date not fewer than ten (10) business days prior to an anticipated Loan funding date. Each notice shall have the applicable City Approval attached hereto.

3.6 Payment By City.

City shall pay to the Lender, in immediately available funds, concurrent with the Lender's Loan funding, the City's initial Participation Amount. All payments to be made by the City with respect to any and all Loans hereunder shall be transmitted by wire transfer to an account held by the Lender, known as Program Account - (Lender), Account Number \_\_\_\_\_ (the "Loan Account"), to be disbursed by the Lender in accordance with the terms set forth herein. The wire transfer instructions are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for credit to Program Loan  
Account - Lender Account number \_\_\_\_\_

The Loan Account shall be established solely in connection with the Loans and the funds deposited in the Loan Account shall be held and disbursed by the Lender as trustee on behalf of itself and the City in accordance with this Agreement. The Lender and the City hereby agree that the Loan Account shall be established and maintained to evidence the ownership interest of the City in the Loan and the status of the Lender as trustee.

**Section 4. Limitation On City's Below-Market Rate; Lender's Obligation To Compute Weighted Average Rate.**

Subject to the provisions of the Program, the City shall be paid interest on its Participation Amount at the Below-Market Rate. The Below-Market Rate, which shall not be less than three percent (3%) nor greater than ten percent (10%), shall be determined solely by the City at or prior to the City's approval of a Loan Application pursuant to Section 3.1. The Lender agrees to blend the Below-Market Market Rate and the Lender Rate to ensure the Borrower is charged a Weighted Average Rate.

**Section 5. Loan Fees And Compensation To Lender.**

The Lender may charge the Borrower either (a) the Lender's normal and customary fees or (b) an aggregate of (i) a Loan origination fee not to exceed three percent (3%) of the Lender's Participation Amount; (ii) a Loan application fee not to exceed \$250.00; and (iii) other reasonable out of pocket costs that are reasonably and directly related to the Lender's evaluation of the creditworthiness of the Borrower and the value of any security for such Loan (collectively, the "Application Fees"). The Lender shall disclose the Application Fees to the City with each Loan Application. As a condition to the City's purchase of a Participation, the Lender expressly agrees to limit the Application Fees to those amounts described in this Section 5; the City expressly waives any and all right to payment of any portion of, or any participation in, the Application Fees. Further, the City authorizes the Lender to retain fifty basis points (0.50%) of all collections on account of the City's Participation Amount, as compensation for servicing the City's Participation in the Loan (the "Servicing Fee"). Additionally, the Lender may retain any or all interest or earnings credited on funds deposited and held, from time to time, in the Loan Account.

**Section 6. Subordination Of City's Participation Expenses.**

Subject to the terms and conditions of this Agreement, the City's Participation shall be junior and subordinate to the Lender's interest in the Loan. Accordingly, and in consideration thereof, any and all liabilities, obligations, losses, penalties, expenses, disbursements, costs and damages incurred by Lender, or for which the Lender is

responsible, directly or indirectly, in connection with or arising as a result of (a) the enforcement of the Participants' rights or remedies with respect to such Loan or the collection of such Loan (including those arising due to suits, claims or counterclaims by a Borrower or other parties against the Lender) and (b) the protection of the Participants' interests in any collateral securing the repayment of the Loan (collectively, "Servicing Expenses") shall be the sole responsibility of the Lender, and the Lender hereby indemnifies the City for any and all liability for Servicing Expenses.

## Section 7. Collections, Disbursements And Administration.

### 7.1 Collection And Transfer Of Payments.

The Lender, as servicer of the Loans, shall be obligated to collect all payments of interest and principal due and payable on the Loans, together with any charges, fees, costs, expenses and any and all other amounts due on or in connection with the Loan Documents, including, without limitation, all Servicing Expenses incurred by Lender. Unless the Lender is entitled otherwise to apply payments as provided in Section 7.3 hereof, the Lender shall remit to the City the City's share of payments on account of principal and interest on a quarterly basis, beginning October 1, 1990 and each January 1, April 1 and July 1 thereafter, in accordance with written transfer instructions given by the City to the Lender at or prior to the first City Approval under this Agreement.

### 7.2 Lender's Late Payments To City.

(a) If the Lender shall fail to pay the City its Participation in any payment made by or on behalf of the Borrower in accordance with Section 7.1, the Lender shall pay to the City interest at the applicable Lender's Rate plus three percent (3%) on such amounts. In no event shall the Lender require the Borrower, directly or indirectly, to pay any amount due to the City under this provision.

(b) If all or part of any payment to the Lender is rescinded or must otherwise be returned to the Borrower for any reason (other than the Lender's negligence or misconduct) and if the Lender has prior thereto paid to the City its Participation therein, the Lender shall, after telephone notice to the City to be confirmed later in writing, subtract the appropriate portion of such rescinded or returned payment from the City's next payment hereunder.

(c) If the City shall obtain any payment or other recovery (whether voluntary, involuntary, by application of set off or otherwise) on account of a Loan with respect to a particular Borrower, then the City shall immediately transfer such funds to the Lender.

### 7.3 Application Of Monies.

All monies collected or received by the Lender in connection with a Loan (other than the Application Fees) shall be applied and distributed in such priority as the Lender shall reasonably determine; provided, however, that before any distribution is made, the amount thereof shall be adjusted to the extent that any amount is owed by either party to the other, in accordance with the terms hereof.

### 7.4 Lender's Powers.

The City authorizes the Lender to act as an independent contractor subject to the limitations contained herein, including the provisions of Sections 7.5 and 7.6 hereof: (i) to negotiate, manage and service the Loans; (ii) to enforce or to refrain from enforcing the Loan Documents; (iii) to give consents, approvals or waivers in connection with the Loan Documents; (iv) to acquire additional security for the Loan; (v) to take or refrain from taking any action and make any determination provided for herein or in the Loan Documents; and (vi) to exercise all such powers as are incidental thereto. The Lender acknowledges its status as independent contractor and represents and warrants to the City that it has the power to perform the services listed in this Section 7.4. In acting under this Agreement, the Lender agrees to exercise the same degree of care in administering each Loan as it would use in managing its own loans in which no Participations are issued.

### 7.5 Lender's Covenants With Respect To The Loans.

(a) The Lender hereby covenants to the City that it shall not, without the consent or approval of the City:

(i) consent to or accept any cancellation or termination of any of the Loan Documents, or agree to any transfer or termination of any instrument now or hereafter assigned to it as security for the Loan;

(ii) extend the maturity date of the Loan or the date of any principal payment thereunder for more than sixty (60) days at any one time or more than one hundred and eighty (180) days cumulatively;

(iii) reduce the Below-Market Rate or reduce the amount of any payment of principal on the Note;



(iv) except as set forth in Section 8 hereof or as expressly provided in the Loan Documents, release, partially or fully, any collateral given as security for the Loan, the value of which exceeds twenty (20) percent of the original Loan amount of any guarantor;

(v) increase the maximum amount of the Loan or the obligations of the Lender or the City pursuant to any Loan Document;

(vi) require the acceptance of new note(s) evidencing the Loan, in substitution for the Note; or

(vii) consent to any amendment or modification to the Loan Documents on matters that would be, in the reasonable judgment of a prudent lender, material to the Loan.

(b) The City shall respond to the Lender's request for consent or approval within ten (10) business days after such request. Such response may be by telephone, to be confirmed in writing promptly thereafter. If the City does not so respond, the City shall be deemed to have rejected such request.

(c) Upon the occurrence of any default under any of the Loan Documents, the Lender shall notify the City, in writing. If such a default is caused by the nonpayment of principal or interest, by the bankruptcy of the Borrower or guarantor or by the occurrence of an event that would have a material adverse effect on the repayment of the Loan or the collateral securing the Loan (in the Lender's reasonable judgment), the Lender shall not waive such default without the consent of the City. Notwithstanding any other provision of this Agreement, if at any time during the continued occurrence of such default, the City informs the Lender of its desire that the Lender commence foreclosure proceedings under the terms of the Loan Documents, the Lender shall either commence such proceedings or purchase the City's Participation in accordance with Sections 8.2 and 8.3 hereof.

#### 7.6 Retention Of Counsel.

In the event of actual or threatened litigation affecting the Loan or the security for the Loan, and the Lender is of the opinion that the services of an attorney should be retained to protect the Participants' interests, the Lender may, following ten (10) business days' prior written notice to the City (unless, in the judgment of the Lender, immediate action is required, whereupon any reasonable form of notice to the City shall be acceptable), employ counsel to represent the Participants. The Lender shall seek to cause the Borrower to pay the fees and expenses of such counsel in accordance with the terms and conditions of the Loan Documents, but if the Borrower fails to pay such fees and expenses, then the Lender shall pay all costs thereof as Servicing Expenses. The City shall not have any right in connection with such litigation to retain other counsel, except at the sole cost and expense of the City.

Section 8. Purchase By Lender Of City's Participation.

8.1 Purchase By Lender Upon Request.

If, within ten (10) business days after written notice from the Lender pursuant to Section 7.5, the City does not respond or informs the Lender in writing that it disagrees with the Lender's request, the Lender shall have the absolute and unconditional right, but not the obligation, to purchase from the City, not later than ten (10) business days thereafter, the City's Participation Amount.

8.2 Purchase By Lender Upon Event Of Default.

At any time during the existence of an uncured Event of Default under the Loan Documents, the Lender shall have the absolute and unconditional right, but not the obligation, to purchase from the City the City's Participation Amount.

8.3 Price Payable By Lender.

The purchase price to be paid by the Lender to the City under Sections 8.1 and 8.2 hereof shall be an amount equal to the City's Participation Amount, together with any accrued interest thereon.

8.4 Consummation Of Purchase.

Any such purchase shall occur on a date selected by the Lender, which date shall be no later than ten (10) business days after the giving of written notice by the Lender of the exercise of its option to purchase. The purchase price paid by the Lender to the City shall be paid on such date in immediately available funds, and concurrent therewith the City shall execute, and deliver to the Lender, document(s) assigning to the Lender the City's Participation, without recourse, covenant or warranty, express or implied (except that the City shall warrant its ownership of its Participation, the amount of indebtedness outstanding thereunder and its authority and capacity to execute such documents).

Section 9. Lender's Right Of Offset.

To the extent that at any time the Borrower, guarantor or any other party makes any payments under the Loan Documents to the Lender by exercise of a right of offset of any kind, including any right applying to deposits, accounts, moneys or other property of Borrower or guarantor deposited at or held by the Lender (but excluding any property

securing the Loan pursuant to the Loan Documents), such payments shall be applied to reduce the Participation Amount of the Lender. Immediately thereafter, the Participants' Participations in the Loan shall be automatically readjusted to reflect such payment. Immediately thereafter, the Lender shall purchase from the City as much of the City's Participation Amount so as to return the Lender's and the City's respective Participation to the percentages existing prior to the offset.

#### Section 10. Interest In Loan Documents.

##### 10.1 City's Undivided Interest.

Upon the purchase of a Participation in a Loan by the City pursuant to the provisions of Section 3, the City shall thereupon, without the necessity of any written instrument of assignment or document, become vested with an undivided equitable ownership interest (proportional to such Participation from time to time), in: (i) the Loan Documents; and (ii) any other rights and claims of the Lender with respect to the Loan. If the Lender acquires an ownership interest due to the purchase, foreclosure or other realization of any security interest in or lien granted by any of the Loan Documents, the City shall have an undivided interest in such ownership interest equal to its Participation in the Loan, notwithstanding the fact that title is taken solely in the name of the Lender.

##### 10.2 Lender As Trustee.

All documents executed and delivered in connection with the Loan shall be held by the Lender in trust for the benefit of the Lender and the City. The Lender is authorized to retain the Note and the Loan Documents in the Lender's name and to deal with parties other than the City as though an absolute owner of the Loan and the Loan Documents. Any person, firm or corporation may deal with the Lender concerning the Loan in the same manner as if the City's Participation were not outstanding and the Lender were the sole owner of the Loan. The Lender may perform any of its obligations hereunder by or through its agents, employees or attorneys.

##### 10.3 Limits Of City's Interest.

Although the Lender holds for the City's proportional benefit all direct collateral securing performance and payment of a Borrower's obligations and liabilities under and in

connection with any loan, the City shall have no interest in any other property taken as security for any other credit, loan or financial accommodation made or furnished to the Borrower by the Lender in which the City has no Participation, or in any property now or hereafter in the Lender's possession or under the Lender's control or in any deposit held or other indebtedness owing which may be or become security for performance or payment of a Borrower's or guarantor's obligations and liabilities under and in connection with any Loan by reason of the general description contained in any other instrument held by the Lender or by reason of any right of setoff, counterclaim, banker's lien or otherwise; provided, however, if such property, deposit, indebtedness or the proceeds thereof shall be applied to the payment or reduction of principal, interest, fees or any other amounts owing by a Borrower or guarantor in connection with a Loan, then the City shall be entitled to its Participation therein.

#### Section 11. Bookkeeping Entries.

The City will record in its financial records the amount of its undivided interest in any Loan and its Participation Amount in the Lender's obligations and rights under and in connection with the Loans as herein set forth, and the Lender will reduce in its financial records its liability with respect to such Loan by the amount of such undivided interest and Participation. The Lender shall upon the request of the City within ten (10) business days of such request allow the City to examine the Lender's records concerning the Loan. Further, the Lender shall provide the City with a monthly accounting of all Loans and Loan Applicants in a format acceptable to the City, including but not limited to, a listing of any and all distributions, a delinquency report and any other transactions under this Agreement.

#### Section 12. Acknowledgements And Agreements By The Parties.

The City and the Lender acknowledge and agree with respect to each Loan that:

(a) The City, independently and without reliance upon the Lender, shall make its own appraisal of the creditworthiness of the Borrower and any and all other obligors the City shall make a commercial lending decision to purchase its Participation Interest and shall take such care on its own behalf, as would be the case if it were a direct Lender with respect to such Loan.

(b) The Lender assumes no responsibility for (i) the accuracy of any statement, warranty, representation or certification made by Borrower in, or in connection with, any document relative to the Loan, (ii) the financial condition of the Borrower or any obligor with respect to the Loan or the performance or observance of any obligations by the Borrower or any other obligor with respect to the Loan, or (iii) the City's determination of Borrower's eligibility to participate in the Program.

(c) The sale of a Participation does not constitute the sale of a "security" for purposes of the Securities Act of 1933 and the Securities Exchange Act of 1934.

Section 13. Notice Of Events Of Default.

Upon the occurrence of an Event of Default (as defined in the Loan Documents) or upon default in the payment of any principal of or interest on the Note or in the observance of the performance of any of the terms, covenants and conditions of the Note or any other Loan Documents, the party hereto that first acquires knowledge of such default shall promptly notify the other party of the existence and nature of the default, but failure to give such notice shall not result in any liability hereunder.

Section 14. Information.

The Lender shall promptly furnish to the City an executed or conformed copy of the Loan Documents and copies of such of the documents pertaining to the Loan Agreement (including without limitation, financial information required to be delivered to the Lender thereunder which the Lender has in its possession from time to time).

Section 15. Other Transactions Between The Lender And The Borrowers.

The Lender and its affiliates may accept deposits from, lend money or extend other financial accommodations to or for the benefit of, act as trustee under indentures for, and generally engage in, any kind of business with each Borrower, any person who may do business with any Borrower, or any affiliate of any Borrower.

Section 16. Confidentiality.

Except as may be required by law, including Freedom of Information Act requests, or as may occur as a result of the operation of law, the City agrees to maintain the confidentiality of all information furnished to the City hereunder or in connection with any document relative to the Loan, except that the City will have no obligation of confidentiality with respect to information that may be generally available to the public, or becomes generally available to the public through no fault of the City.

Section 17. Assignment.

Neither the City nor the Lender may, without the prior written consent of the other party, transfer or assign all or any portion of its rights and obligations hereunder.

Section 18. Notices.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If To Lender:

\_\_\_\_\_

Chicago, Illinois

Attention: \_\_\_\_\_

With Copies To:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If To Participant:

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

With Copies To:

Comptroller  
City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602

and

Corporation Counsel  
City of Chicago  
City Hall, Room 511  
Chicago, Illinois 60602  
Attention: Finance and Economic  
Development Division

Such addresses may be changed by notice to the other parties given in the same manner as above provided. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

#### Section 19. Authorization.

The Lender and the City each hereby represents to the other that: (i) any and all necessary corporate and other action has been taken to authorize the execution of, and the performance of its obligations under this Agreement; and (ii) this Agreement is binding and enforceable against it.

#### Section 20. Applicable Law And Severability.

This Agreement shall be a contract made under, and governed by, the laws of the State of Illinois, without regard to conflict of law principles. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

#### Section 21. Amendments, Changes And Modifications.

This Agreement may be amended, changed, modified or altered, by written agreement signed by the Lender and the City (or their successors or assigns).

Section 22. Survival Of Certain Provisions.

The City's obligations under Sections 4, 5 and 6 shall survive the termination of the Loan Agreement, each other Loan Document, the other agreements set forth in this Agreement, the cancellation of any Note, and the payment of any Loan. The Lender's indemnification under Section 6 shall survive termination of this Agreement.

Section 23. Duration Of Agreement.

The Lender may submit Loan Applications to the City and the City may purchase Participations in Loans, all in accordance with the terms of this Agreement for a period of two years from the date of this Agreement. The Lender and the City may agree to extend the period during which the City may purchase Participations hereunder for successive periods of any specified duration pursuant to a written agreement between the Lender and the City. In any case, this Agreement shall remain in full force and effect so long as any Participation of the City in any Loan purchased hereunder is outstanding.

Section 24. Entire Agreement.

This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intent has been made by either party which is not embodied in this Agreement, and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not expressly set forth herein.

Section 25. No Joint Venture.

This Agreement is not intended to constitute, and shall not be construed to establish a partnership or joint venture between the Lender and the City.

Section 26. Successors And Assigns.

This Agreement shall be binding upon the Lender and the City and their respective successors and assigns, and shall inure to the benefit of the Lender and the City and (subject to the provisions of Section 17 hereof) the successors and assigns of the Lender and the City.



Section 27. City Fund Number.

The City's purchase of Participations shall be funded from Fund No. \_\_\_\_\_, subject to availability of funds.

Section 28. Counterparts.

This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same Agreement.

Section 29. Conflict Of Interest.

The Lender hereby covenants, represents and warrants that no member, officer or employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City or the locality in which the Program is situated, and no other public official of the City or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the Program during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the Program, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the loan or in any activity, or benefit after such person's tenure. This provision shall be in addition to the requirements in Attachment O of O.M.B. Circulars A-102 and A-110, which are hereby incorporated by reference.

In Witness Whereof, The parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first written above.

Attest:

Lender

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

(print name)

Title: \_\_\_\_\_

City of Chicago  
Department of Economic Development

By: \_\_\_\_\_

Title: Commissioner

(Sub)Exhibits "A" through "D" attached to this Agreement read as follows:

*(Sub)Exhibit "A"*

*To Master Participation And Servicing Agreement*

*Between Lender*

*And*

*The City Of Chicago, Department Of Economic Development.*

(Attach Ordinance)

*(Sub)Exhibit "B"*

*To Master Participation And Servicing Agreement*

*Between Lender*

*And*

*The City Of Chicago, Department Of Economic Development.*

*Certificate Of Participation\*.*

Date of Master Participation and Servicing Agreement:

Name of Borrower: \_\_\_\_\_

Initial Maturity Date of Note: \_\_\_\_\_

Total Loan Amount: \_\_\_\_\_

Identification of Loan Documents:

(check if applicable)

\_\_\_\_\_  
\* Incorrect or incomplete information contained herein shall not invalidate or otherwise affect the sale of the Participation interest evidenced hereby.

- ( ) Loan Agreement dated: \_\_\_\_\_
- ( ) Note dated: \_\_\_\_\_
- ( ) Security Agreement dated: \_\_\_\_\_
- ( ) Mortgage/Assignment of Rents  
dated: \_\_\_\_\_
- ( ) Guaranty by: \_\_\_\_\_  
dated: \_\_\_\_\_
- ( ) Other: list

Purchase Date: \_\_\_\_\_

City's Participation:  
(not to exceed 50% of total Loan amount)

Net Dollar Amount of City's Funding: \$ \_\_\_\_\_

Lender's Rate: \_\_\_\_\_

City's Below-Market Rate: \_\_\_\_\_

Borrower's Weighted Average Rate: \_\_\_\_\_

Acknowledged and Agreed:

Lender:

By: \_\_\_\_\_

Title: \_\_\_\_\_

The City of Chicago, Department of Economic Development

By: \_\_\_\_\_

Title: \_\_\_\_\_

This Certificate sets forth your Participation in the Loan in the amount set forth above and supersedes any prior certificate issued to you for this Borrower.

*(Sub)Exhibit "C"*

*To Master Participation And Servicing Agreement.*

*City Approval.*

To: Lender

In response to your Loan Application for the benefit of (Borrower) in the amount of \$\_\_\_\_\_, please be advised that the City has authorized by ordinance(s) the purchase of a Participation subject to the following terms:

Total Loan Amount: \_\_\_\_\_

Lender Interest Rate: \_\_\_\_\_

Lender Loan Amount: \_\_\_\_\_

City Interest Rate: \_\_\_\_\_

City Loan Amount: \_\_\_\_\_

City Participation  
in Loan Principal: \_\_\_\_\_

Loan Terms: \_\_\_\_\_

Other Terms: \_\_\_\_\_

The ordinance(s) authorizing this purchase is enclosed for your files.

Pursuant to Section 7.1 of the Master Participation and Servicing Agreement, you are directed to transfer all payment due to the City as follows:

Very truly yours,

Assistant Corporation Counsel  
Department of Law  
Finance and Economic Development

*(Sub)Exhibit "D"*

*To Master Participation And Servicing Agreement*

*Between Lender*

*And*

*The City Of Chicago, Department of Economic Development.*

- B-1. Lender Commitment
- B-2. Promissory Note
- B-3. Loan Agreement
- B-4. Mortgage, Assignment of Rents and Security Agreement
- B-5. UCC-1 and UCC-2 Financing Statements
- B-6. Guaranty
- B-7. Other Lender Documents

The City hereby approves the form of  
the above referenced Loan Documents  
which are attached hereto and initialed  
by the City.

---

By: \_\_\_\_\_  
Assistant Corporation Counsel  
Finance and Economic Development

---

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH  
MR. JEFFREY WINTON (RADIONIC INDUSTRIES,  
INCORPORATED AND RADIONIC HI-TECH  
INCORPORATED) UNDER COMMUNITY  
DEVELOPMENT BLOCK GRANT  
AND COMMUNITY SERVICE  
BLOCK GRANT PROGRAMS  
FOR PURCHASE OF  
BUILDING AND  
EQUIPMENT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 and security agreement between the City of Chicago and Jeffrey Winton for Radionic Industries, Inc., and Radionic Hi-Tech, Inc., located at 6625 West Diversey Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The United States Department of Housing and Urban Development has made funds available to the City of Chicago through the federal Community Development Block Grant Program ("C.D.B.G."), and the State of Illinois has made funds available to the City of Chicago through the Community Service Block Grant Program ("C.S.B.G.") to be used to make low-interest loans to start- up and expanding businesses; and



WHEREAS, Jeffrey Winton, President of Radionic Industries, Inc. and Radionic Hi-Tech, Inc., has made an application to the Department of Economic Development to borrow \$350,000 for the purchase of an industrial building and new equipment for both business operations, which will result in the creation of an estimated 31 new permanent job opportunities for low and moderate-income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Jeffrey Winton; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a loan agreement with Jeffrey Winton (the "Loan Agreement"), pursuant to which the City will lend \$225,000 in C.D.B.G. funds and \$125,000 in C.S.B.G. funds to assist in the purchase of an industrial building and equipment for Radionic Industries, Inc. and Radionic Hi-Tech, Inc. 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 and Security Agreement.

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

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

*Exhibit "A"*

*Basic Terms and Conditions.*

Borrower: Jeffrey Winton, President of Radionic Industries, Inc. and Radionic Hi-Tech, Inc.

Project Address: 6625 West Diversey Avenue, Chicago, Illinois 60635.

Loan Amount:	\$225,000	C.D.B.G. funds
	<u>125,000</u>	C.S.B.G. funds
	\$ 350,000	Total

Total Project: \$1,562,000.

Terms: Five years. The interest rate on the \$225,000 C.D.B.G. loan shall be 75% of the interest rate charged by the First National Bank of Chicago to its most creditworthy customers for 90-day unsecured loans, in effect at the time of closing. The interest rate on the \$125,000 C.S.B.G. loan shall be 3%. Monthly payments to be based upon a 20-year amortization schedule, with a balloon payment at the end of 5 years.

Collateral: Second mortgage/assignment of rents on the property located at 6625 West Diversey Avenue, Chicago, Illinois 60635.

A.B.I. in American National Bank & Trust Company of Chicago Land Trust No. 110565-04, Jeffrey Winton as sole beneficiary.

Personal guarantee of Stanley Winton and spouse.

Corporate guarantee of Radionic Industries, Inc.

Corporate guarantee of Radionic Hi-Tech, Inc.

Private Sector Financing: N.B.D. Bank of Park Ridge or another Lender acceptable to the Commissioner and the Corporation Counsel.

Loan Amount: \$900,000

Interest Rate: 10.75%

Term: 5 years

Ward/Alderman: 36th/William Banks.

EXECUTION OF LOAN AGREEMENT WITH ACCURATE DIE AND  
STAMPING, INCORPORATED UNDER COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM FOR  
PURCHASE OF COMPUTERIZED  
EQUIPMENT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 and security agreement between the City of Chicago and Accurate Die and Stamping, Inc., located at 3100 West 36th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The United States Department of Housing and Urban Development has made funds available to the City federal Community Development Block Grants ("C.D.B.G."), to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, Accurate Die and Stamping, Inc., an Illinois corporation, located at 3100 West 36th Street in the City, has applied to D.E.D. to borrow \$368,000 for the purpose of acquiring computer numerically controlled machinery through the purchase of the assets of M&N Industrial Company, a custom precision machine proprietorship located at 4334 West Division Street in the City (the "Acquisition"); and

WHEREAS, The Acquisition will result in the creation of 15 new, permanent job opportunities for low- and moderate-income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application for a loan of not exceeding \$368,000 in C.D.B.G. funds to Accurate Die and Stamping, Inc.; 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 Commissioner of D.E.D. is authorized to enter into and execute, subject to review by the Corporation Counsel, a loan agreement (the "Loan Agreement") with Accurate Die and Stamping, Inc. (the "Borrower"), pursuant to which the City will lend not exceeding \$368,000 of C.D.B.G. funds to the Borrower to assist the Borrower in its purchase of the assets of M&N Industrial Company. The Loan Agreement shall contain those basic terms and conditions attached hereto as Exhibit A and incorporated herein.

SECTION 3. The Commissioner of D.E.D. 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 4. 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:	Accurate Die and Stamping, Inc.
Loan Amount:	\$368,000
Total Project:	\$1,523,000
Jobs Created or Retained:	21 new permanent positions, of which 15 are reserved for low- and moderate-income residents of the City.
Purpose of City Loan:	Purchase assets of M&N Industrial Company.
Terms:	Interest rate is fixed at 75% of Prime Rate (as defined below). City Loan is payable over a five year amortization period in 60 payments of fixed principal and interest, subject to a balloon payment of all outstanding principal upon retirement or refinancing of the Senior Lender Loan, if sooner than five years.
Collateral:	<ol style="list-style-type: none"> <li>1. Second lien position on all equipment, inventory, assets and machinery purchased from M&amp;N Industrial Company.</li> <li>2. Second lien position, approved by the Senior Lender, through both a Junior Mortgage on the real estate at 3100 West 36th Street (the "Real Estate") and a collateral assignment of beneficial interest on any land trust holding the title on the Real Estate.</li> <li>3. Personal guarantees of Dan and Janice Gingold, sole shareholders of Borrower.</li> <li>4. Collateral assignment of C.N.A. life insurance policy on Dan Gingold.</li> </ol>
Additional Financing:	<ol style="list-style-type: none"> <li>1. Senior Lender Loan from Exchange National Bank or another source acceptable to the D.E.D. Commissioner and the Corporation Counsel to</li> </ol>

be used for the purchase of assets of M&N Industrial Company, leasehold improvements on the Real Estate and working capital. Said Senior Lender Loan shall include the following terms.

(a) Principal Amount: Not less than \$480,000.

(b) Interest Rates: Not exceeding the interest rate charged by the First National Bank of Chicago to its most creditworthy customers for 90-day unsecured loans in effect at time of loan commitment (the "Prime Rate") plus 1.75% for \$312,000 of principal borrowed.

Not exceeding the Prime Rate plus 1.50% for \$168,000 of principal borrowed.

(c) Maturity: Not later than City Loan maturity.

Said Senior Lender Loan shall be closed no later than the closing of the City Loan.

2. Private equity investment of \$175,000 by shareholders of Borrower to be used for improvements on the building located on the Real Estate.
3. Seller of assets may take a loan or other arrangement involving a percentage of revenues or profits of Borrower to finance the purchase by the Borrower of \$500,000 worth of the assets being purchased. Any such pay-out or loan shall be subordinated to debt service requirements on the Senior Lender Loan and the City Loan.

Ward/Alderman:

12th/Fary.

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH BESLEY'S  
ACCESSORIES, INCORPORATED UNDER COMMUNITY DEVELOPMENT  
BLOCK GRANT AND COMMUNITY SERVICE BLOCK GRANT  
PROGRAMS TO PROVIDE WORKING CAPITAL  
FOR BUSINESS DEVELOPMENT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 and security agreement between the City of Chicago and Besley's Accessories, Inc., located at 560 West Lake Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The United States Department of Housing and Urban Development has made funds available to the City federal Community Development Block Grants ("C.D.B.G."), to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, The State of Illinois has made available to the City through the federal Community Services Block Grant ("C.S.B.G.") Program, a grant to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, Besley's Accessories, Incorporated, an Illinois corporation, has applied to D.E.D. to borrow \$75,000 for working capital needs, resulting in the creation of six new, permanent job opportunities for low and moderate-income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application for a \$75,000 loan to Besley's Accessories, Incorporated; 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 Commissioner of D.E.D. is authorized to enter into and execute, subject to review by the Corporation Counsel, a loan agreement (the "Loan Agreement") with Besley's Accessories, Incorporated (the "Borrower"), pursuant to which the City will lend to the Borrower for use as working capital an amount not to exceed \$75,000 in the aggregate (the "City Loan"). The City Loan shall be funded from no more than \$40,000 of C.D.B.G. funds and no more than \$35,000 of C.S.B.G. funds. The Loan Agreement shall contain those basic terms and conditions attached hereto as Exhibit A and incorporated herein.

SECTION 3. The Commissioner of D.E.D. 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 4. 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: Besley's Accessories, Incorporated.

Loan Amount: \$40,000 Business Development Loan  
\$35,000 Illinois Revolving Loan  
\$75,000 Total City Loan

Total Project: \$150,000.

Jobs Created or Retained: Six new permanent positions, of which all six are reserved for low- and moderate-income residents of the City.

Purpose of Loan: Working capital

Terms:

- a) Business Development Loan: Interest Rate is fixed at 8%. City Loan is payable over a seven-year amortization period in equal monthly payments of principal and interest; and/or
- b) Illinois Revolving Loan: Interest Rate is fixed at 3%. City Loan is payable over a seven-year amortization period in equal monthly payments of principal and interest.

Collateral:

- 1. First lien position on all inventory of Borrower.
- 2. Second lien position on all remaining business assets of Borrower.
- 3. Personal guarantee of Robert M. Daskal.

Additional Financing:

- 1. Senior Lender Loan from a source acceptable to the D.E.D. Commissioner and the Corporation Counsel. Said Senior Lender Loan shall include the following terms:

- (a) Principal Amount: Not less than \$75,000.
- (b) Interest Rate: Not exceeding the interest rate charged by the First National Bank of Chicago to its most creditworthy customers for 90-day unsecured loans in effect at time of loan commitment plus 1.5%.
- (c) Maturity: Not later than City Loan maturity.

Said Senior Lender Loan shall be closed no later than the closing of the City Loan.

Ward/Alderman:

1st/Roti.

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EXECUTION OF LOAN AND SECURITY AGREEMENT WITH MATRIX  
REFRACTORIES, INCORPORATED UNDER COMMUNITY  
DEVELOPMENT BLOCK GRANT AND COMMUNITY  
SERVICE BLOCK GRANT PROGRAMS FOR  
PURCHASE OF INVENTORY.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 and security agreement between the City of Chicago and Matrix Refractories, Inc., located at 218 North Laflin Street, having had the same under advisement, begs leave to report and recommend the Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Matrix Refractories, Inc., an Illinois corporation, has made an application to the Department of Economic Development to borrow \$37,500 for the purchase of inventory as part of total start-up costs, which will result in the creation of an estimated 5 new permanent job opportunities for low- and moderate-income persons of which 4 will be minority employees, residing in the City; and

WHEREAS, The Economic Development Commission has approved the Loan application of Matrix Refractories, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a loan and security agreement with Matrix Refractories, Incorporated, pursuant to which the City will lend \$37,500 to assist in the purchase of inventory. Matrix Refractories, Incorporated will be funded under the Illinois Revolving Loan fund. Said Loan and Security 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 and Security Agreement.

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

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

*Exhibit "A".*

*Basic Terms And Conditions.*

Borrower:	Matrix Refractories, Incorporated.
Project Address:	218 North Laflin Street, Chicago, Illinois 60622.
Loan Amount:	\$37,500.
Total Project:	\$97,500.
Terms:	Five years at an interest rate of three percent (3%) per annum based on a five (5) year amortization schedule.
Collateral:	First line on all accounts receivable, inventory, machinery, equipment, furniture and fixtures now owned or hereafter acquired on property located at 218 North Laflin Street, Chicago, Illinois 60622.
	Personal guarantee of James and Illona Host, Richard W. and Marlene Koski.

Corporate guarantee of Matrix Refractories,  
Incorporated.

Private Lender: Northern Trust Bank.

Loan Amount: \$50,000.

Terms: Five years at an interest rate of Prime plus one percent  
(1%), based on a five (5) year amortization schedule.

Ward/Alderman: 27th/S. Butler.

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EXECUTION OF LOAN AND SECURITY AGREEMENT WITH EMPIRE  
HARD CHROME, INCORPORATED UNDER COMMUNITY  
DEVELOPMENT BLOCK GRANT AND COMMUNITY  
SERVICE BLOCK GRANT PROGRAMS  
FOR PURCHASE OF MACHINERY  
AND EQUIPMENT.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 and security agreement between the City of Chicago and Empire Hard Chrome, Incorporated, located at 1615 South Kostner Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The United States Department of Housing and Urban Development has made available to the City federal Community Development Block Grants ("C.D.B.G."), to be used to make low-interest loans to expanding businesses; and

WHEREAS, The State of Illinois has made available to the City through the federal Community Services Block Grant ("C.S.B.G.") Program, a grant to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, Empire Hard Chrome, Incorporated, an Illinois corporation, has made an application to D.E.D. to borrow \$750,000 of C.S.B.G. and C.D.B.G. funds for the purpose of purchasing new machinery and equipment, which will result in the creation of an estimated 90 new full-time permanent job opportunities for low- and moderate-income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the loan application of Empire Hard Chrome, Incorporated, for \$750,000; now, therefore,

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

SECTION 1. The Commissioner of D.E.D. is authorized to enter into and execute, subject to review by the Corporation Counsel, a loan agreement with Empire Hard Chrome, Incorporated, pursuant to which the City will loan \$750,000 to Empire Hard Chrome, Incorporated, to assist in its purchase of new machinery and equipment, said Loan Agreement shall contain those basic terms and conditions attached hereto as Exhibit A and which is incorporated herein.

SECTION 2. The Commissioner of D.E.D. is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms and conditions 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: Empire Hard Chrome, Inc.

Loan Amount: \$750,000.

- 1) \$400,000 of C.S.B.G. funds at 3% amortized over an eight (8) year term; and
- 2) \$350,000 of C.D.B.G. funds at 75% of prime (fixed at closing) amortized over an eight (8) year term; and
- 3) Secured by a second lien on real estate located at 1615 South Kostner Avenue, 4525 West 5th Avenue and 1537 South Wood Street, all in Chicago; and
- 4) Secured by a second lien on equipment and machinery to be purchased; and
- 5) Guaranteed by William Horne, Jennifer Horne and Dolores Horne; and
- 6) Evidence of \$400,000 in new equity; and
- 7) Evidence of additional financing in the amount of \$1,618,472 at a rate not to exceed prime plus 1/2 over an eight (8) year term; and
- 8) Such further restrictions on officers' salaries, dividends, officer debt, and further financing as D.E.D. requires.

EXECUTION OF SUBORDINATION AGREEMENT WITH JACKSON/  
DES PLAINES LIMITED PARTNERSHIP FOR  
REFINANCING PURPOSES.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 subordination agreement between the City of Chicago and the Jackson/DesPlaines Limited Partnership, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:



WHEREAS, The City Council of the City of Chicago, has previously authorized an Urban Development Action Grant ("U.D.A.G.") loan to Boulevard Bank National Association, not individually, but as Trustee under Trust No. 8188, dated December 1, 1985, the sole beneficiary of which is Jackson/DesPlaines Limited Partnership, an Illinois limited partnership ("Partnership"), by ordinance enacted on May 13, 1987, and published at pages 589 -- 609 of the Journal of Proceedings of the City Council of said date ("Prior Ordinance"); and

WHEREAS, The U.D.A.G. loan was authorized pursuant to those terms and conditions contained in the U.D.A.G. Redevelopment Agreement attached to the Prior Ordinance; and

WHEREAS, The Department of Economic Development ("D.E.D.") has reviewed and approved a request for subordination of the U.D.A.G. loan such that additional senior debt may be increased by \$1,900,000; now, therefore,

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

SECTION 1. The Commissioner of D.E.D. is authorized to enter into and execute on behalf of the City of Chicago, a subordination agreement allowing the senior debt to be increased by an additional \$1,900,000 to an aggregate amount of \$10,500,000 from all senior lenders.

SECTION 2. D.E.D. is authorized to charge and accept from the Partnership a refinancing fee equal to 1/4 of 1% of the total amount of the project costs.

SECTION 3. D.E.D. is authorized to add the total refinancing fee to the Miscellaneous Revenue Account 325-07-2505-9999 for program administration and expenditure by D.E.D.

SECTION 4. The Commissioner of D.E.D. is authorized to enter into and execute any other documents that may be necessary to effectuate the subordination.

SECTION 5. Unless indicated to the contrary herein, all other provisions of the Prior Ordinance shall remain in full force and effect.

SECTION 6. This ordinance shall be in full force and effect by and from its date of passage.

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EXECUTION OF SUBORDINATION AGREEMENT WITH ORLEANS  
INSTITUTE PLACE ASSOCIATES FOR  
REFINANCING PURPOSES.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 subordination agreement between the City of Chicago and the Orleans Institute Place Associates, having had the same under advisement, begs leave to report and recommend the Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, has previously authorized an Urban Development Action Grant ("U.D.A.G.") loan to American National Bank and Trust Company, not individually, but as Trustee under Trust No. 66573, dated July 1, 1986, the sole beneficiary of which is Orleans Institute Place Associates, an Illinois limited partnership ("Partnership"), by ordinance enacted on March 30, 1988, and published at pages 11258 -- 11292 of the Journal of Proceedings of the City Council of said date ("Prior Ordinance"); and

WHEREAS, The U.D.A.G. loan was authorized pursuant to those terms and conditions contained in the U.D.A.G. Redevelopment Agreement attached to the Prior Ordinance; and

WHEREAS, The Department of Economic Development ("D.E.D.") has reviewed and approved a request for subordination of the U.D.A.G. loan such that additional senior debt may be increased by \$4,600,000; now, therefore,

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

SECTION 1. The Commissioner of D.E.D. is authorized to enter into and execute on behalf of the City of Chicago, a subordination agreement allowing the senior debt to be increased by an additional \$4,600,000 to an aggregate amount of \$13,150,000 from all senior lenders.

SECTION 2. D.E.D. is authorized to charge and accept from the Partnership a refinancing fee equal to 1/4 of 1% of the total amount of the project costs.

SECTION 3. D.E.D. is authorized to add the total refinancing fee to the Miscellaneous Revenue Account 325-07-2505-9999 for program administration and expenditure by D.E.D.

SECTION 4. The Commissioner of D.E.D. is authorized to enter into and execute any other documents that may be necessary to effectuate the subordination.

SECTION 5. Unless indicated to the contrary herein, all other provisions of the Prior Ordinance shall remain in full force and effect.

SECTION 6. This ordinance shall be in full force and effect by and from its date of passage.

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EXECUTION OF AGREEMENT WITH UNIVERSITY OF ILLINOIS  
TO FINALIZE PROPOSAL FOR RENOVATION AND  
OPERATION OF MILE SQUARE  
HEALTH CENTER.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of an agreement between the City of Chicago and the University of Illinois for the renovation and operation of the Mile Square 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) EDWARD M. BURKE,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 46.

*Nays* -- Alderman Davis -- 1.

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

The following is said ordinance as passed:

WHEREAS, Mile Square Health Center, Inc. (the "Corporation") operated a community health center known as "Mile Square Health Center" located at 2045 West Washington Street in the City of Chicago (such center, together with the parcel of land on which such center is located, being herein referred to as the "Facility"); and

WHEREAS, The Corporation is the debtor in Chapter 11 bankruptcy proceedings (the "Bankruptcy Proceedings") pending in the United States Bankruptcy Court for the Northern District of Illinois and ceased to operate the Facility in October of 1989, and such cessation of operations has increased the degree to which the population of the area in which the Facility is located is medically underserved; and

WHEREAS, Representatives of the City of Chicago (the "City") and of the University of Illinois (the "University") have begun discussions concerning a proposal (the "Proposal") to reopen the Facility to provide a community health center for the area in which the Facility is located and thereby decrease the degree to which the population in such area is medically underserved and promote the general health and welfare of such population by increasing access to high quality health care services; and

WHEREAS, Title to the Facility is currently owned by the trustee (the "Bankruptcy Trustee") in the Bankruptcy Proceedings, and the United States Public Health Service ("P.H.S.") has acquired an interest in the Facility pursuant to applicable federal law; and

WHEREAS, If the Proposal is approved by the Bankruptcy Trustee, the judge in the Bankruptcy Proceedings, the Official Committee of Unsecured Creditors in the Bankruptcy Proceedings (the "Creditors' Committee") and P.H.S., it is proposed that P.H.S. will cause title to the Facility to be conveyed to the City in exchange for the agreement of the City to cause a community health center to be operated at the Facility as provided in the Proposal; and

WHEREAS, It is further proposed that the Proposal will provide that the City and the University will enter into an agreement whereby the University will agree to staff, operate and manage the Facility as a community health center for a period of time to be agreed and the City will agree to own the Facility; and

WHEREAS, The implementation of the Proposal is contingent upon the approval of the Board of Trustees of the University and the transfer to the City of title to the Facility; and

WHEREAS, A sum not to exceed \$325,000 has been appropriated by the Legislature of the State of Illinois from the Build Illinois Bond Fund to the Department of Commerce and Community Affairs of the State of Illinois to fund a grant to the City to be used to pay costs of planning, construction, reconstruction, remodeling, equipment, and all other expenses necessary for renovation of the Facility (the "Build Illinois Grant"); and

WHEREAS, If the Proposal is implemented, the City desires to redirect grants in the amount of (a) \$600,000 under the Maternal and Child Health Block Grant, (b) \$200,000 under the Families with a Future and (c) \$142,000 under the Prenatal Care Program (collectively, the "Redirected Grants") to be used to pay costs incurred in reopening and operating the Facility; and

WHEREAS, It is proposed that the United States Department of Health and Human Services ("H.H.S.") will make a grant in the amount of approximately \$150,000 to the City to be applied toward payment of the costs of renovating and remodeling the Facility (the "H.H.S. Grant"); and

WHEREAS, It is proposed that the City and the University each contribute start-up capital necessary for the opening and operation of the Facility (such contribution by the City being referred to herein as the "City Start-Up Contribution"), and additional annual contributions will be provided by the University; and

WHEREAS, The City and the University intend to cooperate in seeking additional grants and other sources of funding for the cost of reopening, staffing, operating and maintaining the Facility; now, therefore,

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

SECTION 1. The Commissioner of Health and the Budget Director are hereby authorized to finalize the Proposal and to cooperate with representatives of the University in presenting the Proposal (a) to H.H.S. in order to induce H.H.S. to make the H.H.S. Grant to the City, (b) to P.H.S. to induce P.H.S. to cause title to the Facility to be conveyed to the City and (c) in the Bankruptcy Proceedings in order to obtain the approval of the judge, the Creditors' Committee and the Bankruptcy Trustee.

SECTION 2. If the Proposal is approved in the Bankruptcy Proceedings and is approved by P.H.S., the City will receive title to the Facility, but P.H.S. will retain a reversionary interest in the Facility causing title to the Facility to revert to P.H.S. in the event that the City fails to cause the Facility to be operated as a community health care facility as provided in the Proposal. The City is hereby authorized to accept a deed to the Facility. The instruments conveying such title to the City shall be satisfactory to the Corporation Counsel as to form and legality and may contain such additional restrictions or covenants as required by P.H.S. or as required by the Bankruptcy Proceedings.

Title to the Facility shall be conveyed to the City in consideration of the City's agreement to cause the Facility to be operated as a community health care facility plus the sum of One Dollar.

SECTION 3. Upon the approval of the Proposal by the Board of Trustees of the University and the conveyance to the City of title to the Facility in accordance with this ordinance, the City Comptroller and the City Treasurer are hereby authorized and directed to cause the Redirected Grants, the H.H.S. Grant and the Build Illinois Grant to be applied to pay costs of reopening and operating the Facility.

SECTION 4. The Mayor, the Purchasing Agent, the City Comptroller, the Commissioner of Health, the City Treasurer and the officers and employees of the City are hereby authorized and directed to take such actions as are necessary or desirable to carry out the intent and purposes of this ordinance.

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

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EXECUTION OF LOAN AGREEMENT WITH THE RIDGELAND LIMITED  
PARTNERSHIP UNDER MULTI-UNIT REHABILITATION  
ASSISTANCE PROGRAM FOR REHABILITATION OF  
PROPERTY AT 6820 -- 6830 SOUTH  
RIDGELAND AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 and security agreement between the City of Chicago and the Ridgeland Limited Partnership for the rehabilitation of the property located at 6820 -- 6830 South Ridgeland Avenue, in the amount of \$446,400, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (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 \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in

Program Year XVI, wherein rehabilitation loans at below- market rates of interest 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 to The Ridgeland Limited Partnership, an Illinois limited partnership to be formed ("Borrower"), in an amount not to exceed \$446,400 ("City Loan") from the MULTI-Program wherein said funds, when loaned will leverage an additional \$1,009,185 ("Other Funds") in other investments for the rehabilitation of 24 units, said City Loan being more particularly described 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 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 Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate the City Loan to the Borrower as shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. Upon the approval and availability of the Other Funds as shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents and notes as are required or necessary to implement the City Loan and the terms and program objectives of the MULTI-Program.

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

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

*Exhibit "A".*

Borrower:	The Ridgeland Limited Partnership, an Illinois limited partnership to be formed consisting of Family Rescue Development Corporation, an Illinois not-for-profit corporation, as its sole general partner and Chicago Equity Fund 1990 Partnership, an Illinois general partnership, as its sole limited partner.
Project:	Rehabilitation of 6820 -- 6830 South Ridgeland Avenue, Chicago, Illinois as 24 two- and three-bedroom units for low- and moderate-income families.



City Loan:	Amount:	\$446,400.
	Term:	40 years from Payment Date, as defined below.
	Source:	MULTI-Program, C.D.B.G. Year XVI.
	Interest:	Zero percent per annum.
	Repayment:	Monthly payments of principal based on a 40-year amortization schedule for 40 years. Payments will begin at the earlier of full disbursement of the City Loan or 12 months after the City Loan closing ("Payment Date"), and end at the Term of the City Loan. Any outstanding principal will be due at Term.
	Security:	First mortgage.
Other Funds:	Amount:	\$500,000 loan.
	Term:	40 years.
	Source:	Illinois Affordable Housing Trust Fund or another source acceptable to the Commissioner and the Corporation Counsel.
	Interest:	2 percent per annum.
	Security:	Second mortgage.
	Equity:	\$509,185 contribution by Borrower.
Total Project Costs:		\$1,455,585.

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EXECUTION OF LOAN AGREEMENT WITH YOUNG MENS CHRISTIAN  
ASSOCIATION UNDER MULTI-UNIT REHABILITATION ASSISTANCE  
PROGRAM FOR REHABILITATION OF PROPERTY AT  
3333 NORTH MARSHFIELD AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 grant and security agreement between the City of Chicago and the Young Mens Christian Association for the property located at 3333 North Marshfield Avenue, in the amount of \$558,170, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (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 \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XVI, wherein rehabilitation loans or grants 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 grant to the Y.M.C.A. of Metropolitan Chicago, an Illinois not-for-profit corporation ("Borrower"), in an amount not to exceed \$558,170 ("City Grant") from the MULTI-Program wherein said funds, when granted, will leverage an additional \$235,000 ("Other Funds") in other investments for the rehabilitation of 224 single resident occupancy ("S.R.O.") units, said City Grant being more particularly described 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 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 Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate the City Grant to the Borrower as shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. Upon approval and availability of the Other Funds as shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents and notes as are required or necessary to implement the City Grant and the terms and program objectives of the MULTI-Program.

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

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

*Exhibit "A".*

Borrower:	Y.M.C.A. of Metropolitan Chicago, an Illinois not-for-profit corporation.
Project:	Rehabilitation of the Lincoln-Belmont Y.M.C.A. located at 3333 North Marshfield Avenue, Chicago, Illinois, as 224 S.R.O. units for low-income persons. The Borrower will provide the S.R.O. units to low-income residents for a period of ten years as a condition of the City Grant.

City Grant:	Amount:	\$558,170.
	Term:	10 years.
	Source:	MULTI-Program, C.D.B.G. Year XVI.
	Repayment:	Project is subject to a use restriction for a ten year period. Grant must be repaid, in full, upon sale, transfer, or full or partial use conversion of the Project at any time before 2001.
Other Funds:	Amount:	\$235,000 loan.
	Term:	20 years.
	Source:	Illinois Housing Development Authority or another source acceptable to the Commissioner and the Corporation Counsel.
	Interest:	Zero percent per annum.
	Security:	First mortgage.
	Equity:	\$199,417 previously contributed by Borrower.
Total Project Costs:		\$992,587.

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EXECUTION OF GRANT AND SECURITY AGREEMENT WITH YOUNG MENS  
CHRISTIAN ASSOCIATION UNDER MULTI-UNIT REHABILITATION  
ASSISTANCE PROGRAM FOR REHABILITATION  
OF PROPERTY AT 4251 WEST  
IRVING PARK ROAD.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 grant and security agreement between the City of Chicago and the Young Mens Christian Association for the property located at 4251 West Irving Park Road, in the amount of \$343,955, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (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 \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XVI, wherein rehabilitation loans or grants 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 grant to the Y.M.C.A. of Metropolitan Chicago, an Illinois not-

for-profit corporation ("Borrower"), in an amount not to exceed \$343,955 ("City Grant") from the MULTI-Program wherein said funds, when granted, will leverage an additional \$200,000 ("Other Funds") in other investments for the rehabilitation of 219 single resident occupancy ("S.R.O.") units, said City Grant being more particularly described 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 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 Commissioner of the Department of Housing ("Commissioner") is hereby authorized to negotiate the City Grant to the Borrower as shown in Exhibit A, attached hereto and made a part hereof.

SECTION 3. Upon the approval and availability of the Other Funds as shown in Exhibit A, the Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements, documents and notes as are required or necessary to implement the City Grant and the terms and program objectives of the MULTI-Program.

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

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

*Exhibit "A".*

Borrower:	Y.M.C.A. of Metropolitan Chicago, an Illinois not-for-profit corporation.
Project:	Rehabilitation of the Irving Park Y.M.C.A. located at 4251 West Irving Park Road, Chicago, Illinois, as 219 single room occupancy units for low-income persons. The Borrower will provide the single room occupancy units to low-income residents for a period of ten years as a condition of the City Grant.
City Grant:	Amount: \$343,955.
	Term: 10 years.
	Source: MULTI-Program, C.D.B.G. Year XVI.



Street, in the amount of \$740,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago ("City Council"), has previously authorized a Multi-Unit Rehabilitation Assistance Program ("MULTI- Program") loan to Malden Arms Limited Partnership, an Illinois limited partnership ("Borrower") as partial financing toward the rehabilitation of property located at 4725 -- 4727 North Malden Street, by ordinance enacted on June 7, 1990, and published at pages 16514 -- 16516 of the Journal of the Proceedings of the City Council of said date (the "Prior Ordinance"); and

WHEREAS, The loan was authorized to the Borrower at an interest rate of zero percent (0%) as set forth in Exhibit A attached to the Prior Ordinance; and

WHEREAS, The Department of Housing has reviewed and approved a modification of the loan such that the interest rate for the loan is to be established at the Applicable Federal Rate for Long Term Debt as defined in the Internal Revenue Code, Rule 1274(d) and the timing repayment of the loan will be changed after a construction period; now, therefore,

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

SECTION 1. The City Loan in Exhibit A of the Prior Ordinance is hereby amended by deleting the language bracketed and adding the language in italics as follows:



[0% interest]

*Interest will be charged at the Applicable Federal Rate for Long Term Debt or less as defined in the Internal Revenue Code, Rule 1274(d). Interest will accrue from the date of City Loan closing and payment thereof will be deferred until City Loan maturity. Payment of principal will begin at the earlier of the full disbursement of the City Loan or 12 months after the closing of the City Loan.*

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

SECTION 3. The Commissioner of the Department of Housing is authorized to enter into and execute those documents that may be necessary to effectuate the City Loan as amended.

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

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AMENDMENT OF LOAN AGREEMENT WITH 7502 SOUTH  
EGGLESTON LIMITED PARTNERSHIP FOR  
REHABILITATION OF PROPERTY  
AT 7502 SOUTH EGGLESTON  
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to a loan and security agreement between the City of Chicago and 7502 South Eggleston Limited Partnership for the property located at 7502 South Eggleston Avenue, in the amount of \$525,000, having had the same under advisement, begs, leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On June 27, 1990 the City Council of the City of Chicago (the "City") passed an ordinance (pages 17108 -- 17111 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the terms of a Multi-Program Rehabilitation Loan (the "City Loan") for a 24-unit dwelling structure located at 7502 South Eggleston Avenue; and

WHEREAS, It is now necessary to change the source of funds and specify the terms of repayment of the City Loan; now, therefore,

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

SECTION 1. The fourth recital is amended by deleting it in its entirety and inserting the language in italics as follows:

*Whereas, The City has previously received allocations of Rental Rehabilitation Program funds from the Department of Housing and Urban Development, such funds being subsequently loaned and repaid to the City pursuant to loan agreements with various borrowers; and*

*Whereas, Such funds ("Rental Rehabilitation Repayment Fund") are now available to the City to be used in furtherance of the objectives of the Rental Rehabilitation Program; and*

SECTION 2. The sixth recital is amended by deleting the language bracketed and inserting the language in italics as follows:

[MULTI-Program (\$40,200), and upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI, from Rental Rehabilitation Program (\$484,800)] *MULTI-Program (\$475,000) and from the Rental Rehabilitation Repayment Fund (\$50,000)*

SECTION 3. Exhibit A of the Prior Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

Source: MULTI-Program, C.D.B.G. XVI -- [\$40,200] *\$475,000.*  
Rental Rehabilitation [Program -- \$484,800] *Repayment Fund, Fund*  
*325-27-2010-5725 -- \$50,000*

Term: *Thirty years from the Payment Date as defined below.*

Interest: *Interest shall accrue from the Payment Date.*

Principal: *Repayments shall be by monthly payments of principal. Payments will begin at the earlier of full disbursement of the City Loan or 10 months after the City Loan closing ("Payment Date") and continue until the end of the Term.*

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AMENDMENT OF LOAN AGREEMENT WITH MS. CORRINE MORRIS  
FOR REHABILITATION OF PROPERTY AT  
3401 WEST FIFTH AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to a loan and security agreement with Corrine Morris for the rehabilitation of the property located at 3401 West Fifth Avenue, in the amount of \$160,650, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On June 7, 1990 the City Council of the City of Chicago (the "City") passed an ordinance (pages 16519 -- 16523 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the term of a Rehabilitation Loan (the "City Loan") for a 4-unit dwelling structure located at 3401 West Fifth Avenue: and

WHEREAS, Subsequent to the passage of the Prior Ordinance it is now necessary to specify the terms of repayment of the City Loan; now, therefore,

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

SECTION 1. Exhibit "A" of the Prior Ordinance is hereby amended by inserting the language in italics as follows:

City Financing: Term: 30 years *from the Payment Date as defined below:*

*Repayment shall be by monthly payments of principal based on a 30-year amortization schedule. Payments will begin at the earlier of full disbursement of the City Loan or 10 months after the City Loan closing ("Payment Date") and continue until the end of the Term. Principal shall be due and payable from the Payment Date.*

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

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AMENDMENT OF LOAN AGREEMENT WITH AFRICAN  
VILLAGE LIMITED PARTNERSHIP FOR  
REHABILITATION OF PROPERTY  
AT 400 -- 418 AND 500  
SOUTH LARAMIE  
AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to a loan and security agreement between the City of Chicago and the African Village Limited Partnership for the property located at 400 -- 418 and 500 South Laramie Avenue, in the amount of \$1,600,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On June 27, 1990 the City Council of the City of Chicago (the "City") passed an ordinance (pages 17115 -- 17118 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the term of a Multi-Program Rehabilitation Loan (the "City Loan") for 95 dwelling units located at 400 -- 418 and 500 South Laramie Avenue; and

WHEREAS, Subsequent to the passage of the Prior Ordinance it is now necessary to specify the terms of repayment of the City Loan; now, therefore,

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

SECTION 1. Exhibit "A" of the Prior Ordinance is hereby amended by inserting the language in italics as follows:

*TERM: 30-year, 3% nonrecourse loan from the (Paragraph 3) Payment Date as defined below.*

*Repayment shall be by monthly payments of principal and interest as specified above. Payments will begin at the earlier of full disbursement of the City Loan or 10 months after the City Loan closing ("Payment Date") and continue until the end of the Term. Principal and Interest shall accrue from the Payment Date.*

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

AMENDMENT OF LOAN AGREEMENT WITH LOUIS AND  
WANDA MARTIN FOR REHABILITATION OF  
PROPERTY AT 4400 -- 4402 SOUTH  
INDIANA AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to a loan and security agreement between the City of Chicago and Louis and Wanda Martin for the rehabilitation of the 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, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On April 25, 1990 the City Council of the City of Chicago (the "City") passed an ordinance (pages 14699 -- 14701 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the term of a Multi-Program Rehabilitation Loan (the "City Loan") for a 12-unit dwelling structure located at 4400 South Indiana Avenue; and

WHEREAS, Subsequent to the passage of the Prior Ordinance it is now necessary to specify the terms of repayment of the City Loan; now, therefore,

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

SECTION 1. Exhibit A of the Prior Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

- Terms and Conditions:
- a. [run concurrent with the term of the Senior Loan but not to exceed twenty-five years, payable in monthly installments of principal and interest]
  - be twenty-five years from the Payment Date as defined below.*
  - f. *Repayment shall be by monthly payments of principal and interest based on a 25-year amortization schedule. Payments will begin at the earlier of full disbursement of the City Loan or 10 months after the City Loan closing ("Payment Date") and continue until the end of the Term. Principal and interest shall accrue from the Payment Date.*

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

---

AMENDMENT OF LOAN AGREEMENT WITH CIRCLE CHRISTIAN  
DEVELOPMENT CORPORATION FOR REHABILITATION OF  
PROPERTY AT 5800 -- 5808 WEST FULTON  
STREET AND 300 NORTH  
MENARD AVENUE.

The Committee on Finance submitted the following report:



CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing an amendment to a loan and security agreement with the Circle Christian Development Corporation for the rehabilitation of property located at 5800 -- 5808 West Fulton Street and 300 North Menard Avenue, in the amount of \$487,760, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On July 12, 1990 the City Council of the City of Chicago (the "City") passed an ordinance (pages 18174 -- 18177 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the terms of a Multi-Program Rehabilitation Loan (the "City Loan") for a 22-unit dwelling structure located at 5800 -- 5808 West Fulton Street and 300 North Menard Avenue; and

WHEREAS, It is now necessary to change the source of funds and specify the terms of repayment of the City Loan; now, therefore,

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

SECTION 1. The fourth recital is amended by deleting it in its entirety and inserting the language in italics as follows:

*Whereas, The City has previously received allocations of Rental Rehabilitation Program funds from the Department of Housing and Urban Development, such funds being subsequently loaned and repaid to the City pursuant to loan agreements with various borrowers; and*

*Whereas, Such funds ("Rental Rehabilitation Repayment Fund") are now available to the City to be used in furtherance of the objectives of the Rental Rehabilitation Program; and*

SECTION 2. The sixth recital is amended by deleting the language bracketed and inserting the language in italics as follows:

[MULTI-Program (\$65,960), and upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI, from Rental Rehabilitation Program (\$412,800)] *MULTI-Program (\$466,760) and from the Rental Rehabilitation Repayment Fund (\$21,000)*

SECTION 3. Exhibit A of the Prior Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

Source: MULTI-Program, C.D.B.G. XVI -- [\$65,960] \$466,760  
Rental Rehabilitation [Program -- \$487,760] *Repayment Fund, Fund 325-27-2010-5725 -- \$21,000*

Interest: *Interest shall accrue from the Payment Date as defined below.*

Principal: *Payments will begin at the earlier of full disbursement of the City Loan or 10 months after the City Loan closing ("Payment Date") and continue until the end of the Term.*

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

AMENDMENT OF LOAN AGREEMENT WITH 7024 SOUTH PAXTON  
LIMITED PARTNERSHIP FOR REHABILITATION OF PROPERTY  
AT 7024 SOUTH PAXTON AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance amending a loan and security agreement between the City of Chicago and 7024 South Paxton Limited Partnership for the rehabilitation of the property located at 7024 South Paxton Avenue, in the amount of \$375,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On June 27, 1990 the City Council of the City of Chicago (the "City") passed an ordinance (pages 17111 -- 17114 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the

Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the terms of a Multi-Program Rehabilitation Loan (the "City Loan") for a 25-unit dwelling structure located at 7024 South Paxton Avenue; and

WHEREAS, It is now necessary to change the source of funds of the City Loan; now, therefore,

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

SECTION 1. The fourth recital is amended by deleting it in its entirety and inserting the language in italics as follows:

*Whereas, The City has previously received allocations of Rental Rehabilitation Program funds from the Department of Housing and Urban Development, such funds being subsequently loaned and repaid to the City pursuant to loan agreements with various borrowers; and*

*Whereas, Such funds ("Rental Rehabilitation Repayment Fund") are now available to the City to be used in furtherance of the objectives of the Rental Rehabilitation Program; and*

SECTION 2. The fifth recital is amended by deleting the language bracketed and inserting the language in italics as follows:

[upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI,] *from the MULTI-Program (\$325,000) and from the Rental Rehabilitation Repayment Fund (\$50,000)*

SECTION 3. Exhibit A of the Prior Ordinance is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

Source: *MULTI-Program, C.D.B.G. XVI*  
*\$325,000*  
*Rental Rehabilitation [Program -- \$375,000] Repayment Fund, Fund*  
*325-27-2010-5725 -- \$50,000.*

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

AMENDMENT OF LOAN AGREEMENT WITH 901 AND 921 WEST  
SUNNYSIDE VENTURE GENERAL PARTNERSHIP FOR  
REHABILITATION OF PROPERTY AT 921 -- 927  
WEST SUNNYSIDE AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration an ordinance amending a loan and security agreement between the City of Chicago and 901 and 921 West Sunnyside Venture General Partnership for the rehabilitation of the property located at 921 -- 927 West Sunnyside Avenue, in the amount of \$405,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On June 27, 1990 the City Council of the City of Chicago (the "City") passed

an ordinance (pages 17121 -- 17124 of the Journal of Proceedings of the City Council) (the "Prior Ordinance") authorizing the Commissioner of the Department of Housing to enter into and execute, on behalf of the City, subject to review as to form and legality by the Corporation Counsel, a Mortgage, Promissory Note and such other instruments and documents as may be required to implement the terms of the Multi-Program Rehabilitation Loan (the "City Loan") for a 20-unit dwelling structure located at 921 -- 927 West Sunnyside Avenue; and

WHEREAS, It is now necessary to change the source of funds of the City Loan; now, therefore,

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

SECTION 1. The fourth recital is amended by deleting it in its entirety and inserting the language in italics as follows:

*Whereas, The City has previously received allocations of Rental Rehabilitation Program funds from the Department of Housing and Urban Development, such funds being subsequently loaned and repaid to the City pursuant to loan agreements with various borrowers; and*

*Whereas, Such funds ("Rental Rehabilitation Repayment Fund") are now available to the City to be used in furtherance of the objectives of the Rental Rehabilitation Program; and*

SECTION 2. The sixth recital is amended by deleting the language bracketed and inserting the language in italics as follows:

[MULTI-Program (\$90,000), and upon H.U.D.'s approval of the City's application for Rental Rehabilitation Program Year VI, from the Rental Rehabilitation Program (\$315,000)] *MULTI-Program (\$355,000) and from the Rental Rehabilitation Repayment Fund (\$50,000).*

SECTION 3. Exhibit A of the Prior Ordinance is hereby amended by inserting the language in italics as follows:

Source:            *MULTI-Program, C.D.B.G. XVI --  
\$355,000  
Rental Rehabilitation --  
Repayment Fund,  
Fund 325-27-2010-5725 -- \$50,000*

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

SUBMISSION OF APPLICATION TO ILLINOIS DEPARTMENT OF  
PUBLIC AID FOR STATE LEGALIZATION IMPACT  
ASSISTANCE GRANTS PROGRAM FUNDS  
FOR FISCAL YEAR 1991.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 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 Illinois Department of Public Aid under the State Legalization Impact Assistance Grants Program for the purpose of reimbursing the City for various costs, in the amount of \$240,593, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Illinois Department of Public Aid is designated by the Governor of Illinois to supervise the administration of the State Legalization Impact Assistance Grants Program of Illinois under the Immigration Reform and Control Act of 1986, Title II, Section 204 of Public Law 99.603; and

WHEREAS, The City of Chicago Commission on Human Relations is the administrative body for the City of Chicago to implement the State Legalization Impact Assistance Grants Program ("S.L.I.A.G."); and

WHEREAS, In order for the City to properly administer S.L.I.A.G. it must obtain grant monies from the State of Illinois for reimbursement of City funds used for salaries, direct and indirect costs associated with implementing S.L.I.A.G.; and

WHEREAS, The State of Illinois has agreed to enter into an agreement with the City for such grant funds upon proper authorization thereof; now, therefore,

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

SECTION 1. The Executive Director of the Commission on Human Relations is authorized to apply, in the name of the City of Chicago, to the State for \$240,593 of S.L.I.A.G. grant funds for State fiscal year 1991.

SECTION 2. Subject to the approval of the Corporation Counsel as to form and legality, the Mayor and the Executive Director of the Commission on Human Relations are authorized to execute and the City Clerk to attest to an agreement with the State of Illinois providing for federal grant funds under the Immigration Reform and Control Act in such amount as is approved by the Illinois Department of Public Aid for fiscal year 1991.

SECTION 3. The City Clerk is hereby authorized to transmit two certified copies of this ordinance to the State of Illinois through the Director of the Department of Public Aid.

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

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AMENDMENT OF MUNICIPAL CODE CHAPTER 200.6  
(CHICAGO HOME RULE MUNICIPAL TAX  
ORDINANCE) TO CONFORM LANGUAGE  
OF ORDINANCE WITH HOME RULE  
MUNICIPAL USE TAX,  
AS AMENDED.

The Committee on Finance submitted the following report:



CHICAGO, July 30, 1990.

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

Your Committee on Finance, having had under consideration an ordinance amending Chapter 200.6 of the Municipal Code of the City of Chicago concerning the Chicago Home Rule Municipal Use Tax Act, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Home Rule Municipal Use Tax Ordinance (the "Ordinance"), Chapter 200.6 et seq. of the Municipal Code of the City of Chicago was passed by the City Council of the City of Chicago on July 12, 1990 effective as of September 1, 1990; and

WHEREAS, Certain amendments to the Ordinance are necessary in order to conform the language of the Ordinance to the language of the Home Rule Municipal Use Tax Act, as amended, Ill. Rev. Stat., Ch. 24, par. 8-11-6, the enabling Act; now, therefore,

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

SECTION 1. Chapter 200.6 of the Municipal Code of the City of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

200.6-2. For the purposes of this chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this section:

\* \* \* \* \*

["Receipts" from sales of tangible personal property at retail with respect to any period of time means the aggregate selling price, as hereinbefore defined, received by a seller during such period of time. In the case of time and charge sales, receipts includes consideration only as and when payments are received by the seller.]

\* \* \* \* \*

"Tax Collector" means a "retailer" maintaining a place of business in the City.

*"Tax" or "use tax" means the tax imposed by Chapter 200.6, et seq., of the Municipal Code of Chicago, unless the context requires admission otherwise.*

"Retailer maintaining a place of business in the City", or any like term, shall mean and include any retailer:

1. Having or maintaining within the City, directly or by a subsidiary, an office, distribution house, sales house, warehouse or other place of business or any agent or other representative operating within the City under the authority of the retailer or its subsidiary, irrespective of whether such place of business or agent or other representative is located here permanently or temporarily, or whether such retailer or subsidiary is licensed to do business in the City, or
2. Engaging in soliciting orders within the City from persons by means of catalogues, [or which] advertising, *or other types of solicitation*, whether such orders are received or accepted within or without the City, or
3. Making or effectuating sales for delivery into the City [.], or
4. *Owning or possessing real or personal property located or used in the City.*

\* \* \* \* \*

200.6-3. Except as provided in Section 200.6-4, every [purchaser] *user* of tangible personal property which is purchased through a sale at retail after August 31, 1990 and which is titled or registered [to a purchaser residing] *at a location* within the corporate limits of the City *with an agency of State government* shall be liable for a tax on the privilege of using such property in the City at the rate of one percent of such property's selling price. [Evidence that tangible personal property is titled or registered to a person residing or engaged in business in the City shall be prima facie evidence that such tangible personal property was sold for use in the City.

"Residing within the corporate limits of the City" shall mean if a natural person having a residence of any kind within the City and if not a natural person having any office, factory, warehouse, garage or other workplace, whether owned or leased, within the City."

\* \* \* \* \*

The tax imposed hereunder and the obligation to pay the same is upon the [purchaser] *user*. The tax imposed hereunder shall be collected from the purchaser by the tax collector, as defined in Section 200.6-2 hereof, and remitted to the Department as provided herein. The tax collector shall be liable to the City for the amount of tax that it is required to collect. Retailers shall collect the tax from [the purchasers] *users* by adding the tax to the selling price of tangible personal property when sold for use in the City, in the manner prescribed by the Department. The tax imposed by this Chapter shall, when collected, be stated as a distinct item separate and apart from the selling price of the tangible personal property. The tax hereby imposed and not paid to a retailer pursuant to this Section shall be paid to the Department directly by any person using such property within the City, pursuant to Section 200.6-8 hereof. If any seller, in collecting an amount which purports to constitute *use* taxes measured by receipts which are subject to tax under this Chapter, collects more from the purchaser than the actual *use* tax liability on the transaction, the purchaser shall have a legal right to claim a refund of such amount from such seller. However, if such amount is not refunded to the purchaser for any reason, the seller is liable to pay such amount to the Department.

\* \* \* \* \*

[It shall be presumed, unless proved otherwise by evidence satisfactory to the Director, that there is a sale for use in the City if, in the case that the purchaser or user is a natural person, the purchaser or user resides within the corporate limits of the City and if, in the case the purchaser or user is not a natural person, the situs or home base of the property as stated to the retailer for purposes of completing title or registration forms, is in the City.]

200.6-4. Uses of tangible personal property under the following circumstances shall not be subject to the tax imposed by this Chapter:

\* \* \* \* \*

c. Use, in this City, of tangible personal property which is acquired outside this [City] *State* and caused to be brought into this City by a person who has already paid a tax in another [city] *state* in respect to the sale, purchase or use of such property, to the extent the amount of such tax paid in such other [city] *state* exceeds an amount allowed as a credit against the State of Illinois Use Tax [, or any local use tax in this State]; and

\* \* \* \* \*

200.6-6. Except as provided in this Section, every retailer required to collect the tax imposed by this Chapter shall, on or before the 1st day of each calendar month, file a return for the preceding calendar month with the Department. Such return shall be in a form determined by the Department and shall state such reasonable information as the Department may require.

\* \* \* \* \*

The president, vice-president, secretary, treasurer, chief executive officer, or the highest ranking manager of the tax collector shall sign any return required to be filed under this Section to certify the accuracy of the information contained therein. Any person who willfully signs any such return containing false or inaccurate information shall be subject to all applicable penalties set forth in Chapter 10.1 of the Municipal Code of Chicago. [which] *Chapter 10.1 of the Municipal Code of Chicago* is hereby incorporated by reference and made a part hereof to the extent that the provisions thereof are not inconsistent with the provisions hereof. The return forms prescribed by the Department shall include a statement that any person signing such return shall be subject to the penalties set forth in such Chapter.

\* \* \* \* \*

200.6-8. When tangible personal property is purchased from a retailer for use in the City by a purchaser *or user subject to the tax imposed by this Chapter, and* who did not pay the tax imposed by this [c]Chapter to the retailer, and who does not file returns with the Department as a retailer under Section 200.6-6 of this Chapter, such purchaser *or user* (by the last day of the month following the calendar month in which such purchaser *or user* makes any payment upon the selling price of such property) shall, except as provided in this Section, file a return with the Department and pay the tax upon that

portion of the selling price so paid by the purchaser *or user* during the preceding calendar month. When tangible personal property is purchased by a lessor *subject to the tax imposed by this Chapter*, under a lease for one year or longer, executed or in effect at the time of purchase to an interstate carrier for hire, who did not pay the tax imposed by this Chapter to the retailer, such lessor (by the last day of the month following the calendar month in which such property reverts to the use of such lessor) shall file a return with the Department and pay the tax *imposed by this Chapter* upon the fair market value of such property on the date of such reversion.

When a purchaser *or user* pays [a] *the tax* imposed by this Chapter directly to the Department, the Department (upon request of such purchaser *or user*) shall issue an appropriate receipt to such purchaser *or user* showing that he has paid such tax to the Department. Such receipt shall be sufficient to relieve the purchaser *or user* from further liability for the tax to which such receipt may refer. A purchaser or user who is liable to pay *use tax* directly to the Department only occasionally and not on a frequently recurring basis, and who is not required to file returns with the Department as a retailer under Section 200.6-6 of this Chapter need not register with the Department. However, if such a purchaser or user has a frequently recurring direct *use tax* liability to pay to the Department, such purchaser or user shall be required to register with the Department. In that event, all of the provisions of Section 200.6-6 of this Chapter concerning the filing of regular monthly tax returns and all of the provisions of this Chapter concerning the requirements for registrants to post bond or other security with the Department, as provisions now exist or may hereafter be amended, shall apply to such purchasers or users; except that such a purchaser or user shall not be entitled to the 2% discount provided in Section 200.6-6, on any remittance, when he could have paid the tax to the seller of the property who was a registered tax collector for the City, instead of remitting the *use tax* due directly to the Department.

200.6-9. In case any person engaged in the business of selling tangible personal property at retail, *and who is subject to or required to collect the tax imposed by this Chapter*, fails to file a return, the Department shall determine the amount of tax due from such person according to the Department's best judgment and information, which amount so fixed by the Department shall be prima facie correct and shall be prima facie evidence of the correctness of the amount of tax due, as shown in such determination. In making any such determination of tax due, it shall be permissible for the Department to show a figure that represents the tax due for any period of six consecutive calendar months instead of showing the amount of tax due for each month separately. Proof of such determination by the Department may be made at any hearing before the Department or in any legal proceeding by a reproduced copy of the Department's record relating thereto in the name of the Department under the certificate of the Director. Such reproduced copy shall, without further proof, be admitted into evidence before the Department or in any legal proceeding and shall be prima facie proof of the correctness of the amount of tax due, as shown therein.

\* \* \* \* \*

SECTION 2. If any provision, clause, sentence, paragraph, section, or part of this ordinance, including any clause containing an exemption, 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 ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstance, shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and it is hereby declared to be the legislative intent of the City Council of the City of Chicago that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

SECTION 3. This ordinance shall take effect on September 1, 1990.

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EXECUTION OF COORDINATION AGREEMENT WITH ILLINOIS  
DEPARTMENT OF EMPLOYMENT SECURITY FOR JOB  
TRAINING PARTNERSHIP ACT PROGRAM YEAR  
1990 -- 1991.

The Committee on Finance submitted the following report:

CHICAGO, July 30, 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 coordinated agreement between the City of Chicago and the Illinois Department of Employment Security pursuant to the Job Training Partnership Act, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Congress of the United States has enacted the Job Training Partnership Act of 1982, whereby the United States Department of Labor makes grants available to cities for the purpose of providing funds for employment and training services; and

WHEREAS, The Mayor's Office of Employment and Training ("M.E.T.") and its State counterpart, the Illinois Department of Employment Security ("I.D.E.S."), are agencies whose purpose is to assist individuals who are unemployed, underemployed and economically disadvantaged to obtain unsubsidized employment and thus become self-sufficient; and

WHEREAS, Each agency specified above recognizes that a limited amount of resources is available in the area to provide programs and services to accomplish this purpose; and

WHEREAS, Each agency is committed to eliminating unnecessary duplication of programs and services, maximizing all available resources in a coordinated and integrated fashion, and providing the necessary support services to participants to ensure, to the extent possible, a positive employment and training experience; and

WHEREAS, M.E.T. and I.D.E.S. desire to enter into this coordination agreement to formalize their commitment to achieving their common purpose in accordance with the procedures herein outlined; now, therefore,

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

SECTION 1. The Mayor's Office of Employment and Training and the Illinois Department of Employment Security are hereby authorized to enter into a coordination agreement relating to Job Training Partnership Act Program Year (P.Y.) 1990 -- 1991, said agreement attached hereto and made a part hereof as Exhibit 1.

SECTION 2. The Mayor on behalf of the City of Chicago and the Director of the Mayor's Office of Employment and Training on behalf of the Mayor's Office of Employment and Training, are hereby authorized to execute all necessary documents pertaining to the coordination agreement.

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

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

*Program Year 1990 -- 1991*

*Coordination Agreement*

*Between*

*Service Delivery Area Number 9,*

*Mayor's Office Of Employment And Training (M.E.T.)*

*And*

*Illinois Department Of Employment Security (I.D.E.S.).*

*I.*

*Purpose.*



Whereas, I.D.E.S. and M.E.T. are agencies with the common purpose of assisting individuals who are unemployed, underemployed and economically disadvantaged to obtain unsubsidized employment and thus become self-sufficient; and

Whereas, Each agency specified above recognizes that a limited amount of resources are available in the area to provide programs and services to accomplish this purpose; and

Whereas, Each agency is committed to eliminating unnecessary duplication of programs and services, maximizing all available resources in a coordinated and integrated fashion, and providing the necessary support services to participants to ensure, to the extent possible, a positive employment and training experience; and

Whereas, I.D.E.S. and M.E.T. enter into this coordination agreement to formalize their commitment to achieving their common purpose in accordance with the procedures herein outlined.

## II.

### *Nature Of Agreement.*

This Coordination Agreement is non-financial in nature and does not commit either agency to expenditure of funds to carry out these coordination activities.

## III.

### *Interagency Coordination Liaisons.*

The primary responsibility of the liaison(s) function is to facilitate and maintain effective communication between agencies. Liaisons are also charged with monitoring this agreement for compliance (See Failure to Comply Documents). Implementation of this Interagency Coordination Agreement will be incorporated into the functional responsibilities of M.E.T. and I.D.E.S. as follows:

M.E.T. will host the quarterly meetings. I.D.E.S. will be requested to submit items for the agenda at least ten (10) working days in advance.

For implementing the mutual referral agreement, exchange of program information and maintaining regular communication at the local level, the Site Supervisors of M.E.T.'s Training and Employability Assessment Centers (T.E.A.C.) and the Managers of I.D.E.S. Local Chicago Offices will be responsible for establishing a working relationship.

Representing the Illinois Department of Employment Security (I.D.E.S.) in all routine matters and resolution of problems at the local level regarding interagency coordination with the J.T.P.A. System will be:

Region	Manager	Telephone Number
Metro North Central	Ferris Williams	604-4448
Metro South Central	Jimmie Russell	793-2807
Metro Far South	Waverly Robinson	881-6832

Representing the Mayor's Office of Employment and Training (M.E.T.) in all routine matters and resolutions of problems at the local level regarding interagency coordination with I.D.E.S will be:

Edward Garrett, Director

Peter Nicholson, Manpower Planner

Program Design/Implementation

(312) 744-5882

Greta Wingfield, Director

Training and Employability Assessment and Placement

(312) 744-7164

Dislocated Worker Coordinator

(312) 744-0830

Matters which cannot be resolved by the above designated representative will be brought for resolution to the attention of:

Mary Gonzalez Koenig, Assistant to the Mayor  
Mayor's Office of Employment and Training

(312) 744-7700

Sally Jackson, Director  
Illinois Department of Employment Security

(312) 793-5770

#### IV.

##### *Joint Planning.*

To provide for planning through an ongoing process, at a minimum quarterly meetings will be held. A yearly calendar will be determined at the initial meeting.

Planning meetings will include representatives from both agencies and shall have an agenda which includes, but is not limited to, the topics of program information exchange, referral process, joint planning and other local concerns.

At least one of the quarterly meetings will be used as a local strategic planning session where information concerning such items as occupational and local market information, demographic information, needs of clients in the area (including veterans), services available from various vendors in the area, linkages among service providers, identification of existing resources, and the use of existing resources will be discussed. All agencies needed to efficiently and effectively co-plan training and services should be in attendance at this meeting.

At least one of the quarterly meetings will be used for local strategic planning to determine the responsibilities and roles of each entity for the delivery of programs and services to dislocated workers under two distinct circumstances:

1. The degree to which I.D.E.S. will be in a position to address mass layoffs/plant closings using on-site services is dependent on six variables:
  - a) Total number of workers affected by the mass layoff/plant closing.
  - b) Timing of the layoff (i.e., is the layoff occurring in a large number of phases with relatively few workers in each phase).
  - c) Workload of the local I.D.E.S. office at the time of the layoff.

- d) The relative appropriateness and adequacy of the on-site location for I.D.E.S. and other employment/training services.
- e) Availability of additional I.D.E.S. staff for emergency situations.
- f) Degree of impact on the local economy from the mass layoff/plant closing.

Given sufficient resources at the time of layoff, I.D.E.S. local office(s) will perform claims taking and Job Service registration on-site. The degree to which specialized equipment is used to support these processes is dependent upon availability and competing needs. Job aptitude (i.e. use of the General Aptitude Testing Battery- G.A.T.B.) will be performed by I.D.E.S. if there is a current open employer job order requiring tested applicants exists. Analysis of labor market trends and opportunities will be done in group sessions only. Scheduling of sessions is also dependent on prior commitment of staff and other resources.

Allocation of resources will be determined by the Consolidated Office Manager. In the event of a mass layoff/plant closing which affects more than one local I.D.E.S. office in a single region, the Regional Manager will determine the allocation of resources. If multiple regions are affected (e.g. local offices in more than one I.D.E.S. Region) then Field Operations in the Central Office will decide how local office resources will be applied to the mass layoff/plant closing.

2. For service to the dislocated worker population at large, coordination strategies between the S.S.A. and I.D.E.S. include:

I.D.E.S. will provide basic labor exchange services (as outlined in the Annual Wagner-Peyser State Plan) for the dislocated worker population at large. These services can include assessment, job development and placement. Unemployment insurance claims will be taken if applicable.

Job aptitude testing (i.e. use of the G.A.T.B.) and scoring will be given to dislocated workers if a current job order requires this service as a prerequisite for placement of job applicants.

The provision of assistance in the preparation of petitions for Trade Adjustment Assistance will take the form of preparation of an information package on Trade Act. The package will contain the correct forms with instructions for filing a petition pursuant to the Trade Act. Information packages will be made available upon request to potentially eligible dislocated workers, the authorized representatives of these workers and trade impacted employers.

For all current and active Trade Act petitions, the delivery of training and related services for individuals, who are both Title III and T.A.A. eligible, will be coordinated in order to avoid unnecessary duplication of services by either I.D.E.S. or the S.A.A./S.D.A. To this end, I.D.E.S. will provide information (as it becomes available) regarding individuals covered by a certified Trade Act Petition, individuals eligible for and receiving T.R.A., individuals who apply and are found to be eligible for T.A.A. benefits, relevant data from T.A.A. training contracts, information on other T.A.A. benefits received by eligible individuals and changes in T.R.A./T.A.A. benefit status within a reasonable period of time after changes in status occur. S.S.A.s/S.D.A.s will provide similar information for individuals eligible and/or receiving benefits under J.T.P.A. Title III.

A summary of the discussions at each quarterly meeting and an identification of any issues which are determined necessary to be resolved at the State level must be developed and forwarded to the Illinois Job Training Coordinating Council within two (2) weeks following the meeting date.

As part of the joint planning activities, M.E.T. will share the contents of the two-year local job training plan, the two-year local substate area plan for Title III, and subsequent major modifications involving changes in either available programs or participants to be served with the coordinating liaison. I.D.E.S. will have the opportunity to review and comment upon the plan as it relates to the services to I.D.E.S. clients.

I.D.E.S. Consolidated Office and Regional Office Plans of Service will be made available to M.E.T. to facilitate joint planning. The I.J.T.C.C. will transmit a copy of the annual Wagner-Peyser Plan to M.E.T.; and M.E.T.'s comments may be submitted to the I.J.T.C.C. staff prior to I.J.T.C.C. review.

M.E.T. and I.D.E.S. will discuss the possibilities of M.E.T. participating in the Job Order Access Component of the Employ Illinois initiative of I.D.E.S. in the coming program year.

T.J.T.C. vouchering services which I.D.E.S. providers have made readily accessible to M.E.T. and its service providers, including not-for-profit subcontractors, will continue without change.

M.E.T. and I.D.E.S. will review the possibility of coordinating job development activities and employer contacts which would lead to employment opportunities for J.T.P.A. eligible clients. M.E.T. and I.D.E.S. have participated in the past in the coordination of job development and placement activities, however it will be necessary to specifically coordinate our efforts in order to educate our respective staffs and develop a clear plan of action which reflects each of our needs.

M.E.T. and I.D.E.S. agree to provide cross-training, and to review current systems for exchanging program information and to make such adjustments as necessary to strengthen communications at the local level through interagency workshops, in-service training, interagency information, optional meetings, mailings of publications and brochures,

participation on interagency councils, etc. M.E.T. will also provide training to not-for-profit subcontractors who provide placement services.

Minimally, information on the following topics should be exchanged between M.E.T. and I.D.E.S. (including I.D.E.S. Regional Offices) to maintain a mutual understanding of the programs for which the coordinating agents are responsible:

- A. Program Descriptions
- B. Program/Services Eligibility Requirements
- C. Job Training Program Start/End Dates
- D. Availability of Support Services (See Supportive Services Documents)
- E. Program Operations Workshop for M.E.T./I.D.E.S. staff
- F. Supportive Services (Appendix A)

The Mutual Client Referral Form will be used for all referrals to or by M.E.T. service providers. A quarterly report system will be developed to exchange basic data to track flow of clients into M.E.T. programs and job placement activities on behalf of the J.T.P.A. clients by the respective agencies.

M.E.T. and I.D.E.S. will share information with respect to clients which may assist in the assessment process such as prior work histories, training completed, supportive services, etc. In addition, I.D.E.S. through its local offices will provide assistance in Targeted Job Tax Credit vouchering, and U.I. Certificate of J.T.P.A. participants, and information on the Trade Readjustment Act (T.R.A.), the benefit status of eligible clients, and their potential to receive additional T.R.A. benefits.

V.

*Program Information Exchange.*

I.D.E.S. will provide M.E.T. through D.C.C.A. the following information:

- a. Selected data from the Permanent Mass Layoff and Plant Closing System.
- b. Selected data from the ES-202.
- c. Data on new employers who become covered under the Unemployment Insurance Act.

- d. Data elements from the Benefit Information System (B.I.S.) on a monthly basis.
- e. M.E.T. will have access to data on Job Service applicants, including data available on the Applicant Retrieval System.

Additionally, I.D.E.S. will provide M.E.T. the following information on individuals in T.A.A. training:

T.A.A. training and services provided;

T.R.A. benefit status; and

The potential for receiving additional T.R.A. benefits.

Upon request, M.E.T. will advise I.D.E.S. of the following information on programs:

- A. Program Descriptions
- B. Funding Source/Amounts
- C. Eligibility Criteria
- D. Timelines
- E. Availability of Support Services

M.E.T. will provide the local I.D.E.S. office(s) with brochures, fliers or other information to be handed out with a referral to J.T.P.A.

M.E.T. and its subcontractors will routinely provide I.D.E.S. with a list of P.I.C. approved classroom training programs and other special courses being offered by the S.D.A. 30 to 45 days prior to the beginning of a course in order to allow for referrals of clients to M.E.T. training.

M.E.T. will provide I.D.E.S. with the proposed types of training, costs of training, and information on needs based payments for T.A.A. eligible individuals prior to training to allow I.D.E.S. to approve training thereby protecting T.A.A. individuals from losing future T.A.A. and T.R.A. benefits.

M.E.T. will advise their subcontractors of the provisions of this coordination agreement and will take appropriate steps to assure compliance.

## VI.

*Referral Arrangements.*

I.D.E.S. will promptly refer all J.T.P.A. Title II and Title III eligible clients in need of employment and training services (including veterans), in accordance with the provisions under Section V of this agreement. When a client who is in need can benefit from M.E.T. services, the client will be provided with a Mutual Referral Letter for J.T.P.A. coordinating agencies and referred to the appropriate M.E.T. funded/T.E.A.C. Intake Center for eligibility determination and certification (See Mutual Referral Letter).

The coordinating agents will review current reciprocal participant referral procedures and modify them, as necessary, to comply with these coordination criteria.

I.D.E.S. referrals will correspond to eligibility guidelines as they relate to needs based payments when U.I. benefits are exhausted.

Additionally, I.D.E.S. will notify M.E.T. of T.A.A. eligible individuals to ensure that client services are closely coordinated on an individual basis.

M.E.T. and I.D.E.S. will cooperate in order to dovetail E.D.W.A.A. services with those provided to individuals as a result of their T.A.A. petitions.

M.E.T. will provide I.D.E.S. with the results of the Mutual Referral Letters. The Mutual Referral Letters capture information such as status of participant referral. As noted in the program information exchange section of this agreement, M.E.T. and I.D.E.S. will exchange client and program information on a regular basis.

The coordination agreement liaisons will determine how I.D.E.S. will provide feedback to M.E.T. on individuals referred to I.D.E.S. for placement including, but not limited to, mechanisms for information exchange, frequency of information exchange and timeframes for M.E.T. responses.

M.E.T. and I.D.E.S. will develop briefing materials and a curriculum to familiarize staff with the responsibilities, respective guidelines and resources offered by each agency. Procedures and a schedule will be agreed upon at the initial meeting corresponding with each J.T.P.A. program year this agreement is in effect.

Through the existing agreement between the Department of Children and Family Services (D.C.F.S.) and I.D.E.S., related to the Wagner-Peyser 7-B program, applicants will be referred to M.E.T. for intake, testing, referral to J.T.P.A. Title II-A and Title III funded programs and job placement. M.E.T. will receive eligible referrals from D.C.F.S. and I.D.E.S. for job orders until such time that M.E.T. fills the order. All necessary information will be promptly shared when either entity makes a placement. The I.D.E.S. tracking system currently in place will be utilized to track these participants.



I.D.E.S will refer 300 -- 600 applicants per year to M.E.T. intake centers for assessment. The Mutual Referral Letter will serve as tracking mechanism and will allow M.E.T. to keep a count of the number of referrals from I.D.E.S.

#### VII.

##### *Services To Common Clients.*

M.E.T. and I.D.E.S. will arrange to share information with respect to clients which may assist in the assessment process such as prior work histories, training completed, supportive services, et cetera. In addition, I.D.E.S. through its local offices will provide assistance in Targeted Job Tax Credit vouchering, and U.I. certificate of J.T.P.A. participants, and information on the Trade Readjustment Act (T.R.A.).

#### VIII.

##### *Confidentiality Of Clients.*

Any information concerning persons served by M.E.T. and I.D.E.S. shall remain confidential. Except as may be required by state or federal law, regulation or order, the agencies agree not to release any information concerning said persons without prior written consent of the individual or, if minors, their parents or guardians and that such information will be limited to that which is necessary for the proper delivery of services.

#### IX.

##### *Administrative.*

M.E.T. and I.D.E.S agree to abide within the policies, regulations and/or procedures of each agency.

Parties to this agreement and any subgrantees/subcontractors are committed to compliance with provisions of the Civil Rights Act of 1964 and 1966, Section 504 of the Rehabilitation Act, the Fair Employment Practices Act, and all other applicable or appropriate laws, rules, and regulations dealing with Civil Rights, Affirmative Action, Handicapped, and employment practices.

This coordination agreement is representative of the commitment between the agencies represented by the signatures below to coordinate programs and services. Amendments to provisions of this agreement may be made by mutual agreement, printed revision and dated signatures of both responsible parties or designated signators. Both parties will participate in an annual evaluation of the provisions of this agreement. Such annual evaluation may occur at the annual strategic planning meeting. This agreement and provisions will be in effect from July 1, 1990 through June 30, 1992 or until amended or modified, and may be dissolved by either party with a written notice thirty days in advance.

Executing this Agreement for:

Mayor's Office of Employment and Training (M.E.T.) S.D.A. Number 9

(Signed) \_\_\_\_\_  
Chairman  
Private Industry Council

June 21, 1990  
Date

(Signed) \_\_\_\_\_  
Assistant to the Mayor  
Employment and Training

June 20, 1990  
Date

\_\_\_\_\_  
Mayor  
City of Chicago

\_\_\_\_\_  
Date

Illinois Department of Employment Security

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Regional Manager  
Illinois Department of Employment  
Security

---

Date

---

Illinois Department of Employment  
Security

---

Date

This coordination agreement is representative of the commitment between the agencies represented by the signatures below to coordinate programs and services. Amendments to provisions of this agreement may be made by mutual agreement, printed revision and dated signatures of both responsible parties or designated signators. Both parties will participate in an annual evaluation of the provisions of this agreement. Such annual evaluation may occur at the annual strategic planning meeting. This agreement and provisions will be in effect from July 1, 1990 through June 30, 1992 or until amended or modified, and may be dissolved by either party with a written notice thirty days in advance.

Executing this Agreement for:

Illinois Department of Employment Security

(Signed) \_\_\_\_\_  
 Regional Manager  
 Illinois Department of Employment  
 Security

April 10, 1990  
 \_\_\_\_\_  
 Date

(Signed) \_\_\_\_\_  
 Consolidated Office Manager  
 Illinois Department of  
 Employment Security

April 11, 1990  
 \_\_\_\_\_  
 Date

(Signed) \_\_\_\_\_  
 Consolidated Office  
 Manager  
 Illinois Department of  
 Employment Security

April 11, 1990  
 \_\_\_\_\_  
 Date

(Signed) \_\_\_\_\_  
 Consolidated Office Manager  
 Illinois Department of  
 Employment Security

April 11, 1990  
 \_\_\_\_\_  
 Date

(Signed) \_\_\_\_\_  
 Consolidated Office  
 Manager  
 Illinois Department of  
 Employment Security

April 11, 1990  
 \_\_\_\_\_  
 Date

(Signed) \_\_\_\_\_  
 Consolidated Office Manager  
 Illinois Department of  
 Employment Security

April 11, 1990  
 \_\_\_\_\_  
 Date

(Signed) \_\_\_\_\_  
 Consolidated Office  
 Manager  
 Illinois Department of  
 Employment Security

April 11, 1990  
 \_\_\_\_\_  
 Date

Program Year 1990 -- 1991

Coordination Agreement Signatures S.D.A. Number 9

Mayor's Office Of Employment And Training.

(Signed) Jimmie B. Russell  
Regional Manager  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Leroy Thompson  
Consolidated Office Manager  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Kathleen Stewart  
Consolidated Office Manager  
(Acting)  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Mona Velazquez  
Consolidated Office Manager  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Bobbie Crenshaw  
Consolidated Office Manager  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Joyce Wolfe  
Consolidated Office Manager  
(Acting)  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Deborah Johnson  
Consolidated Office Manager  
Illinois Department  
of Employment Security

April 12, 1990  
Date

(Signed) Anthony A. Gudgalis  
Consolidated Office Manager  
Illinois Department  
of Employment Security

April 12, 1990  
Date

Executing this Agreement for the Illinois Department of Employment Security.

(Signed) Waverly C. Robinson  
Waverly C. Robinson, Regional  
Manager  
Metro Far South Region

April 17, 1990  
Date

Executing this Agreement for the Illinois Department of Employment Security.

Local Office No. 84

(Signed) Emmanuel Duncan (JHB)  
Emmanuel Duncan,  
Consolidated Office Manager

April 17, 1990  
Date

Executing this Agreement for the Illinois Department of Employment Security.

Local Office No. 12

(Signed) Muriel Williams, LF  
Muriel Williams,  
Consolidated Office Manager

April 17, 1990  
Date

Failure to Comply Document, Appendix "A" and Mutual Referral Letter attached to this Coordination Agreement read as follows:

*Failure To Comply With Coordination Agreement Terms.*

*M.E.T.*

This Coordination Agreement between M.E.T. and I.D.E.S. specifies interagency liaisons who will be the primary contacts between the coordinating agents for purposes of coordination. In the event that the interagency liaisons cannot resolve the issues which arise, the coordination agreements also identify the individuals to contact for resolution. Should the next level designees be unable to resolve the issue at hand, or bring about compliance with the terms of the coordination agreement, M.E.T. has the following procedures with which to pursue a solution to the situation:

1. Contact the central office of I.D.E.S. where compliance to the terms of the coordination agreement is not taking place and indicate both the problem area(s) and the desired solution. If the central office of I.D.E.S. concurs with M.E.T., it can initiate whatever action is appropriate to resolve the identified problem. M.E.T. should allow I.D.E.S. sufficient time to investigate the situation from the local office point of view, if applicable. If no resolution has been reached, or progress toward that end made within 15 working days, M.E.T. can initiate "Step 2".



2. M.E.T. contacts the Chairperson or staff to the Coordination Committee of the Illinois Job Training Coordination Council and explains its perception of the problem(s) encountered in obtaining compliance with the terms of the coordination agreement. A summary of the efforts to resolve the situation with the central office of I.D.E.S. shall be forwarded with any other relevant documentation to the Coordination Committee staff.
3. The staff to the Coordination Committee shall investigate the circumstances and then set up a meeting between the two disagreeing agents and the Chairperson of the Coordination Committee or designee and attempt to resolve the problem(s) within 10 working days following receipt of the documentation from M.E.T.
4. If no resolution is reached at the meeting among the Coordination Committee Chair or his/her designee, M.E.T. and I.D.E.S., a summary of the problem(s) and the efforts made to reach resolution, shall be forwarded to the Coordination Committee in its regular mailing of meeting materials. The Coordination Committee shall review the facts and recommend a solution to I.D.E.S. and M.E.T. at its next regularly scheduled meeting. The recommendation of the Coordination Committee shall be forwarded, in writing, to M.E.T., the P.I.C., the L.E.O.s and central office of I.D.E.S. within 5 working days following the meeting. If either party disagrees with the recommendation, it may appeal the decision to the Illinois Job Training Coordinating Council.
5. The I.J.T.C.C. will, at its next regularly scheduled meeting following the appeal request, review all facts and allow further discussion of the outstanding issues. The I.J.T.C.C. will make recommendations on the solution and forward same, in writing, to I.D.E.S., the Private Industry Council, the local elected officials, M.E.T. and the Governor within 5 working days after the Council meeting where a decision was reached.

*Failure To Comply With Coordination Agreement Terms.*

*I.D.E.S.*

This Coordination Agreement between I.D.E.S. and M.E.T. specifies interagency liaisons who will be the primary contacts between the coordinating agents for purposes of coordination. In the event that the interagency liaison cannot resolve the issues which arise, the coordination agreements also identify the individuals to contact for resolution. Should the next level designees be unable to resolve the issue at hand, or bring about compliance with the terms of the coordination agreement, the central office of I.D.E.S. should be contacted to attempt to resolve the situation. If this fails, I.D.E.S. has the following procedures with which to pursue a solution to the situation:

1. Contact the Private Industry Council and the local elected officials of the S.D.A. where compliance to the the terms of the coordination agreement is not taking place and indicate both the problem area(s) and the desired solution. If the Private Industry Council and local elected officials concur with I.D.E.S., it will initiate whatever action is appropriate to resolve the identified problem. I.D.E.S. should allow the local partnership sufficient time to investigate the situation from M.E.T.'s point of view. If no resolution has been reached, or progress toward that end made within 15 working days, I.D.E.S. can initiate "Step 2".
2. The I.D.E.S. contacts the Chairperson or staff to the Coordination Committee and explains its perception of the problem(s) encountered in obtaining compliance with the terms of the coordination agreement. A summary of the efforts to resolve the situation with M.E.T. and the Private Industry Council and local elected officials shall be forwarded with any other relevant documentation to the Coordination Committee staff.
3. The staff to the Coordination Committee shall investigate the circumstances and then set up a meeting between the two disagreeing agents and the Chairperson of the Coordination Committee or designee and attempt to resolve the problem(s) within 10 working days following receipt of the documentation from I.D.E.S.
4. If no resolution is reached at the meeting among the Coordination Committee Chair or his/her designee, M.E.T. and I.D.E.S., a summary of the problem(s) and the efforts made to reach resolution, shall be forwarded to the Coordination Committee in its regular mailing of meeting materials. The Coordination Committee shall review the facts and recommend a solution to I.D.E.S. and M.E.T. at its next regularly scheduled meeting. The recommendation of the Coordination Committee shall be forwarded, in writing, to M.E.T., the P.I.C., the L.E.O.s and central office of I.D.E.S. within 5 working days following the meeting. If either party disagrees with the recommendation, it may appeal the decision to the Illinois Job Training Coordinating Council.
5. The I.J.T.C.C. will, at its next regularly scheduled meeting following the appeal request, review all facts and allow further discussion of the outstanding issues. The I.J.T.C.C. will make recommendations on the solution and forward same, in writing, to I.D.E.S., the Private Industry Council, the local elected officials, M.E.T. and the Governor within 5 working days after the Council meeting where a decision was reached.

*Appendix "A".*

*Supportive Services.*

"Supportive Services" means services which are necessary to enable an individual eligible for training under J.T.P.A., but who cannot afford to pay for such services, to participate in a training program funded under J.T.P.A. Such supportive services include transportation, health care, special services and materials for the handicapped, child care, meals, temporary shelter, financial and support counseling, and other reasonable expenses required for participation in the training program. These services may be provided in-kind or through direct referrals and financial agreements.

M.E.T. will provide supportive services to all eligible Title II and Title III J.T.P.A. participants, to assist them during the completion of training and to encourage continued employment when placed on a job.

The following supportive services will be provided to those participants identified within each service to be offered:

**Child Care Placement/Referral And Direct Services.**

Services will be available to assist participants in successfully completing training. Child care will be offered to all eligible J.T.P.A. participants in need of this service through M.E.T. supported slots, Project Chance, Project Advance and Title XX subsidized slots. Special emphasis will be on serving teen mothers with infant children. In addition, follow-up services will be provided for M.E.T. supported child care services, after successful completion and placement into unsubsidized employment.

**Financial Planning And Money Management.**

Services will be available to all J.T.P.A. participants to help remedy individual and family problems brought about by financial pressures. This includes counseling on how to manage money and credit to avoid financial problems, techniques on proper budgeting and information on availability of supplemental resources.

**Individual Counseling And Referral Services.**

Services will be available to all Title II-A and Title III participants who may be faced with various problems in daily life. Special consideration will be given to female heads-of-household, teen parents and dislocated workers.

#### Supportive Services Payment.

Supportive services payments will be provided to Title II-A and Title III participants enrolled in M.E.T. approved classroom training and academic training programs to cover the cost of transportation and meals. In addition, two weeks of Chicago Transit Authority (C.T.A.) tokens are provided to cover the cost of transportation for participants who have been placed on a verified job. A special Aid-to-First-Pay incentive grant will be provided to participants who meet M.E.T.'s eligibility requirements.

#### Health Care Services.

Health care services will be available in the following areas:

1. Health care services will be provided to male and female youths and adults in the areas of health care counseling (e.g. Substance Abuse) and training and job related physical examinations.
2. Nutrition and stress management services will be provided to male and female participants training in high stress occupational areas.
3. Vision care services (examination and glasses) will be provided to all participants in need of this service.

#### *Mutual Referral Letter*

#### *Distribution.*

The procedures effecting the referral process between state agencies and the Mayor's Office of Employment and Training remains the same as provided during the 1988 program year.

The Mutual Referral Letter, formerly in a single page, two-sided format, is now provided in a four (4) page N.C.R. (carbon copy) format. The contents and completion of the Mutual Referral Letter has not changed. The distribution of the Mutual Referral Letter is as follows:

4th copy (pink)  
State Agency's copy

1. The state agency contacts the M.E.T. intake center or service providers to set up an appointment. The state agency completes the left page and retains the fourth copy (pink) for their records.

- |  |  |
|--|--|
| 1st, 2nd, 3rd copies<br>(green, yellow, light blue)                | 2. The state agency refers the client with copies 1, 2 and 3 (green, yellow, light blue) and attachments i.e. verification checklist, documents and assessment results to the intake center or service provider.   |
| 1st copy (green)<br>Intake Center's/<br>Service Provider's<br>copy | 3. The client arrives at the intake center or service provider with copies 1, 2 and 3 (green, yellow, light blue). The intake center or service provider completes the right page and calls state agency to provide the status of the client. The intake center or service provider keeps the 1st copy (green) and places it in the clients' case record file. |
| 2nd, 3rd copies<br>(yellow, light blue)                            | 4. The intake center or service provider are to submit copies 2 and 3 (yellow, light blue) to M.E.T./T.E.A.C.'s Vocational Education Coordinator located at 510 North Peshtigo Court, Section 3B on an 011 Transmittal.  |
| Copy 2 -- State Agency   | 5. Copy 2 (yellow) -- will be submitted to the referring state agency to complete their records.   |
| Copy 3 -- T.E.A.C. Central   | 6. Copy 3 (light blue) -- will be maintained for T.E.A.C. Central records.   |

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SUBMISSION OF APPLICATION FOR GRANT FUNDS FROM  
UNITED STATES BUREAU OF JUSTICE ASSISTANCE  
COMMUNITY CRIME PREVENTION PROGRAMMING  
BRANCH FOR "FIGHT ILLEGAL STREET  
TRAFFICKERS PROGRAM".

The Committee on Finance submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the Superintendent of Police to apply for a grant with the United States Bureau of Justice Assistance Community Crime Prevention Program for the City's Fight Illegal Street Traffickers Program, in the amount of \$876,513, 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.*

WHEREAS, The Bureau of Justice Assistance Community Crime Prevention Programming Branch ("B.O.J.A.") makes grants available to cities to focus on the development of neighborhood-oriented policing programs to reduce drug demand and drug usage by developing grass roots self-help efforts; and

WHEREAS, The B.O.J.A. Neighborhood Oriented Policing Program involves the "coproduction of public safety" through partnership efforts among law enforcement and other local governmental agencies, businesses, schools, community/social organizations and citizens; and

WHEREAS, To escalate the efforts of the City of Chicago (the "City") to wage an effective war on drugs, the City's Department of Police (the "Department") has proposed the Fight Illegal Street Traffickers Program (the "F.I.S.T. Program"); and

WHEREAS, To support the establishment of the F.I.S.T. Program, it is necessary to purchase surveillance equipment, fund personnel costs and additional supplies and equipment and other expenses to develop concentrated law enforcement activities, community group involvement and educational initiatives involving schools (the "Project"); and

WHEREAS, The City is requesting grant assistance for the Project in an amount not to exceed \$876,513, of which B.O.J.A. will provide \$492,231; and

WHEREAS, The City will provide a local cash match in an amount not to exceed \$384,282 in the form of salaries of Department personnel (the "Matching Share") for a total Project budget of \$876,513; 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 Mayor or the Superintendent of the Department (the "Superintendent") is authorized to execute and file a grant application with B.O.J.A. for funds in an amount not to exceed \$876,513 (the "Grant").

SECTION 3. The Mayor is further 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 required by B.O.J.A.

SECTION 4. The Superintendent 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.

SECTION 5. The Superintendent is authorized to carry out the Project in accordance with federal, State and City requirements.

SECTION 6. The City Council hereby appropriates the amount of \$492,213 or such amounts as may actually be received from B.O.J.A. for the Project.

SECTION 7. The City's Matching Share is hereby authorized and appropriated.

SECTION 8. All funds as may be awarded as a result of such application together with the Matching Share, shall be expended for the Project.

SECTION 9. The Comptroller is authorized to disburse such funds and the Matching Share in accordance with the budget of the Project.

SECTION 10. The Mayor, the Superintendent, the Comptroller and/or the 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, agreements and amendments thereto pertaining to the Project, all in accordance with applicable federal, City and State statutes and regulations.

SECTION 11. This ordinance shall be in full force and effect on and from the date of its passage.

EXECUTION OF AMENDMENT NUMBER ONE TO CITY-STATE  
PROJECT AGREEMENT FOR IMPROVEMENT OF VARIOUS  
RESIDENTIAL STREETS UNDER 1990  
RESURFACING PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the amendment of an agreement between the State of Illinois and the City of Chicago providing for residential street resurfacing for 1990 at various locations, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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



SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for Residential Street Resurfacing -- 1990 at various locations described therein, said amendment to be substantially in the following form:

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

SECTION 2. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

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

Amendment Number One to City-State Project Agreement attached to this ordinance reads as follows:

*Amendment Number One To A  
City-State Project Agreement  
Providing For Residential Street Resurfacing -- 1990  
At Various Locations  
In The City Of Chicago, Cook County, Illinois.*

North Area (1)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

North Area (2)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

North Area (3)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

North Area (4)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

Central Area (1)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

Central Area (2)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

Central Area (3)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

South Area (1)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

South Area (2)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

South Area (3)

City Section No.: \_\_\_\_\_

State Job No.: \_\_\_\_\_

D.P.W. Job No.: \_\_\_\_\_

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

Whereas, On February 28, 1990, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (City Council Journal pages 11830 through 11884); and

Whereas, On April 30, 1990, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, The "City" and the "State" are desirous of updating and revising the estimates of cost, increasing the upper limit of State financial participation in the "Project(s)", in order to reflect actual bids.

The Parties Hereto Mutually Agree, That numbered paragraphs 7, 10 and 12 of the aforementioned Agreement are hereby revised to read as follows:

- "7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$20,000,000, as described in numbered paragraph 10 of this Agreement, for the Project(s), upon receipt of billing supported by documentation as required by the State".
- "10. That the estimated costs of the Project(s) covered and described by this Agreement are:

North Area (1)

D.P.W. Project No.: \_\_\_\_\_

Wards: 40, 46, 48, 49, 50

Contract Construction ..... \$1,939,500

Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$2,120,500

North Area (2)

D.P.W. Project No.: \_\_\_\_\_

Wards: 38, 39, 41, 45, 47

Contract Construction .....	\$1,860,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$2,041,500

North Area (3)

D.P.W. Project No.: \_\_\_\_\_

Wards: 30, 33, 35, 36, 44

Contract Construction .....	\$1,865,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$2,046,500

North Area (4)

D.P.W. Project No.: \_\_\_\_\_

Wards: 26, 31, 32, 42, 43

Contract Construction .....	\$1,899,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL:\$2,080,500	

Central Area (1)

D.P.W. Project No.: \_\_\_\_\_

Wards: 1, 27, 28, 29, 37

Contract Construction .....	\$1,709,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: ..... \$1,890,500	

Central Area (2)

D.P.W. Project No.: \_\_\_\_\_

Wards: 2, 11, 22, 24, 25

Contract Construction .....	\$1,762,500
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Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$1,943,500

Central Area (3)

D.P.W. Project No.: \_\_\_\_\_

Wards: 3, 4, 12, 14, 23

Contract Construction .....	\$1,755,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$1,936,500

South Area (1)

D.P.W. Project No.: \_\_\_\_\_

Wards: 5, 13, 15, 16, 20

Contract Construction .....	\$1,878,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$2,059,500

South Area (2)

D.P.W. Project No.: \_\_\_\_\_

Wards: 6, 7, 8, 17, 18

Contract Construction .....	\$1,758,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$1,939,500

South Area (3)

D.P.W. Project No.: \_\_\_\_\_

Wards: 9, 10, 19, 21, 34

Contract Construction .....	\$1,760,500
Force Account Construction .....	36,000
Construction Engineering/Supervision .....	<u>145,000</u>
TOTAL: .....	\$1,939,500"

"12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$20,000,000) as authorized by the City Council".

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



It Is Further Mutually Agreed, This Amendment to the Agreement shall be binding and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, The City and State have caused this Amendment to the Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

Executed by the City of Chicago  
This \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

The City of Chicago,  
a municipal corporation

Attest:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

Reviewed As To Form And Legality:  
(subject to proper execution)

Approved:

By: \_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner,  
Department of Public Works

Executed by the State of Illinois  
This \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Department of Transportation

By: \_\_\_\_\_  
Director of Highways

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS, LICENSE  
FEE EXEMPTIONS, CANCELLATION OF EXISTING WATER  
RATE, REFUND OF FEE AND WAIVER OF FEE  
FOR CERTAIN CHARITABLE, EDUCATIONAL  
AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 12, 1990.

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

Your Committee on Finance, to which had been referred (December 13, 1989, February 7, February 28, April 25, June 7, June 27 and July 12, 1990) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of existing water rate, refund of fee and a waiver 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 orders transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

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

## FREE PERMITS.

*Archdiocese Of Chicago/Saint Floria Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Archdiocese of Chicago/Saint Floria Church, for renovations of existing structures (school and church) and for new construction on the premises known as 13145 South Houston Avenue.

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

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

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*Christian Communications Of Chicagoland, Incorporated.*

*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 Christian Communications of Chicagoland, Inc., One North Wacker Drive, Suite 1100, for construction of a 42,330 square-foot studio office building (WCFC-TV's new building -- Channel 38), on the premises known as 38 South Peoria Street.

Said building shall be used exclusively for \_\_\_\_\_ 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.

*Ecumenical Institute.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Ecumenical Institute, for remodeling purposes on the premises known as 4750 North Sheridan Road.

Said building shall be used exclusively for residential 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.

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*First Church Of Deliverance.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the First Church of Deliverance, for closing old sewer taps and opening new sewer taps and installation of sprinkler system on the premises known as 4315 South Wabash Avenue.

Said building shall be used exclusively for housing 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.

*Lawndale Christian Development Corporation.  
(1901 South Hamlin Avenue)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Lawndale Christian Development Corporation, 3848 West Ogden Avenue, for complete rehabilitation of an existing 2-flat brick structure on the premises known as 1901 South Hamlin Avenue.

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

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

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*Lawndale Christian Development Corporation.  
(1913 South Hamlin Avenue)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Lawndale Christian Development Corporation, 3848 West Ogden Avenue, for rehabilitation of existing structure on the premises known as 1913 South Hamlin Avenue.

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

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

*Lawndale Christian Development Corporation.  
(1917 South Hamlin Avenue)*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Lawndale Christian Development Corporation, 3848 West Ogden Avenue, for complete rehabilitation of an existing 3-flat structure on the premises known as 1917 South Hamlin Avenue.

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

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

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*Lawndale Community Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Lawndale Community Church, 3848 West Ogden Avenue, for rehabbing an existing structure (called The Shepherds Fold) used as a food and clothing distribution center on the premises known as 3847 West Ogden Avenue.

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

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

## LICENSE FEE EXEMPTIONS.

*Day Care Centers.**Bernard Horwich 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:

Bernard Horwich Day Care Center  
Jewish Community Center  
3003 West Touhy Avenue.

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

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*Feinhandler Preschool Of Congregation Shaare Tikvah.*

*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:

Feinhandler Preschool of Congregation Shaare Tikvah  
5800 North Kimball Avenue.

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

*Florence G. Heller Jewish Community 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:

Florence G. Heller Jewish Community Center  
524 West Melrose Street.

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

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Henry Horner 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, 1990:

Henry Horner Day Care Center  
123 North Hoyne Avenue.

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



*North Park 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, \_\_\_\_\_:

North Park Church Nursery School  
5250 North Christiana Avenue.

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

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*Onward Neighborhood House.*

*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:

Onward Neighborhood House  
600 North Leavitt Street.

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

*Robert Taylor 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:

Robert Taylor Day Care Center  
Chicago Housing Authority  
4352 South State Street.

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

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*Rockwell Gardens 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:

Rockwell Gardens Day Care Center  
150 South Western Avenue.

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

*Homes.*

*McKinley Danforth 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 Danforth House, 4540 South Michigan 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.

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*Misericordia Heart Of Mercy.*

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

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

Marian Center	50-bed	I.C.F./D.D.
Shannon House	8-bed	sheltered care
Rice House	8-bed	sheltered care
O'Donnell House	8-bed	sheltered care
Baggott House	12-bed	sheltered care
McAuley House	8-bed	sheltered care
Heart of Mercy T4	8-bed	sheltered care
Heart of Mercy T7	8-bed	sheltered care

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

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*Saint Joseph Home Of Chicago, Incorporated.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Joseph Home of Chicago, Incorporated, 2650 North Ridgeway 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.

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*Selfhelp Home For The Aged.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Selfhelp Home for the Aged, 908 West Argyle 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.

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*Hospitals.*

*Michael Reese Hospital And Medical Center.*

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

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

Michael Reese Hospital and Medical Center  
South Lake Shore Drive at East 31st Street.

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

---

*Swedish Covenant 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:

Swedish Covenant Hospital  
5145 North California Avenue.

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

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*Miscellaneous.*

*Michael Reese Hospital And Medical Center.  
(Food Dispenser)*

*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 Michael Reese Hospital and Medical Center, South Lake Shore at East 31st Street, 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.

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*Michael Reese Hospital And Medical Center.  
(Food Purveyor Retail)*

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Fire, the Michael Reese Hospital and Medical Center, South Lake Shore Drive at East 31st Street, is hereby exempted from payment of the annual Food Purveyor Retail Class 1 license fee provided therefor, for the year 1990.

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

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*Michael Reese Hospital And Medical Center.  
(Florist Retail)*

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Fire, the Michael Reese Hospital and Medical Center, South Lake Shore Drive and East 31st Street, is hereby exempted from payment of the annual Florist Retail license fee provided therefor, for the year 1990.

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

*Michael Reese Hospital And Medical Center.  
(Hardware Store Retail)*

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago, and in accordance with favorable investigation by the Department of Fire, the Michael Reese Hospital and Medical Center, South Lake Shore Drive at East 31st Street, is hereby exempted from payment of the annual Hardware Store Retail license fee provided therefor, for the year 1990.

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

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CANCELLATION OF EXISTING WATER RATE.

*Zioner Baptist Church.*

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

SECTION 1. That the Commissioners of Water and Sewers cancel all existing water and sewer rate charges for the Zioner Baptist Church at 1316 -- 1318 West 63rd Street, Account Number 2280-70-585207.

SECTION 2. That the Commissioner of Water exempt from the payment of all future water charges assessed against the Zioner Baptist Church.

SECTION 3. This ordinance shall be effective upon passage.

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REFUND OF FEE.

*Michael Reese Hospital.*

*Ordered,* That the City Comptroller is hereby authorized to reimburse Michael Reese Hospital, South Lake Shore Drive at East 31st Street, in the amount of \$2,160.00 for Special Police Permits.

## WAIVER OF FEE.

*3535 South Indiana Avenue.*

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

SECTION 1. The City of Chicago is hereby authorized to waive any and all existing liens held by the City against the property commonly located at 3535 South Indiana Avenue.

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

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INSTALLATION OF ALLEY LIGHTS  
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, having had under consideration three (3) orders authorizing the installation of alley lights at the following locations:

Alderman Dixon	Alley light -- 8841 South Crandon Avenue;
Alderman Laurino	Alley light -- 6158 North Leader Avenue; and
Alderman M. Smith	Alley light -- 5440 North Kenmore Avenue,

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) EDWARD M. BURKE,  
*Chairman.*

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

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

*Nays* -- None.

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

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

*8841 South Crandon Avenue.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 8841 South Crandon Avenue.

*6158 North Leader Avenue.*

*Ordered*, That the Commissioner of Streets and Sanitation, Bureau of Electricity, is hereby authorized and directed to cause the installation of a new alley light to be located directly behind the house known as 6158 North Leader Avenue.

*5440 North Kenmore Avenue.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the premises located at 5440 North Kenmore Avenue.

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CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL  
WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Finance, to which had been referred July 12, 1990, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said order as passed:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Bethesda Home 2833 North Nordica Avenue	D1-003312 (Sign)	\$28.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-000914 (Pub. Place of Assemb.)	34.00
	B3-000929 (Pub. Place of Assemb.)	34.00
	B3-000931 (Pub. Place of Assemb.)	34.00
Illinois Institute of Technology (various locations)	A1-001143 (Elev.)	367.00
	A1-001150 (Elev.)	123.00
	A1-001164 (Elev.)	41.00

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Name And Address	Warrant No. And Type Of Inspection	Amount
	A1-001206 (Elev.)	\$41.00
	A1-001345 (Elev.)	82.00
	A1-001428 (Elev.)	90.00
	A1-001444 (Elev.)	123.00
	A1-001460 (Elev.)	41.00
	A1-001468 (Elev.)	41.00
	A1-001491 (Elev.)	41.00
	A1-001524 (Elev.)	41.00
	A1-001528 (Elev.)	82.00
	A1-001537 (Elev.)	41.00
	A1-001556 (Elev.)	41.00
	A1-001571 (Elev.)	82.00
	A1-001579 (Elev.)	82.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	A1-001580 (Elev.)	\$41.00
	A1-001653 (Elev.)	41.00
	A1-001671 (Elev.)	41.00
	A1-001692 (Elev.)	41.00
	A1-001693 (Elev.)	41.00
	A1-001711 (Elev.)	41.00
	A1-001713 (Elev.)	82.00
	A1-001726 (Elev.)	82.00
	A1-001729 (Elev.)	41.00
	A1-001940 (Elev.)	41.00
	A1-002315 (Elev.)	82.00
	B1-001157 (Bldg.)	63.00
	B1-001159 (Bldg.)	79.00

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REPORTS OF COMMITTEES

19201

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-001162 (Bldg.)	\$47.00
	B1-001163 (Bldg.)	47.00
	B1-001169 (Bldg.)	34.50
	B1-001190 (Bldg.)	47.00
	B1-001191 (Bldg.)	63.00
	B1-004031 (Bldg.)	95.00
	B1-004034 (Bldg.)	95.00
Galewood Community Church 1776 North Narragansett Avenue	D7-000091 (Sign)	165.00
Selfhelp Home for the Aged 908 West Argyle Street	A1-003191 (Elev.)	287.00
Washington and Jane Smith Home 2340 West 113th Place	F2-000145 (Fire Alarm Box)	10.00

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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, July 31, 1990.

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

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

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with 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:

(Continued on page 19208)

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/90

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
BAJENSKI	LEONARD R	POLICE OFFICER	VICE CONTROL SECTION	1/22/90	453.00
BAKER	ROBERT J	POLICE OFFICER	EIGHTH DISTRICT	11/15/89	291.75
BIGGANE	MARIE H	POLICE OFFICER	SEVENTH DISTRICT	2/27/90	612.40
BIRMINGHAM	MICHAEL W	POLICE OFFICER	TWELFTH DISTRICT	3/18/90	212.50
BORKOWSKI	ANDREW	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/27/88	542.25
BOSKY	MARIE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/30/84	300.00
BOYD	ENNETT A	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/90	351.25
BOYLAN	JAMES T	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/09/89	1207.34
BRICE	KEVIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/27/90	48.00
BRIGHT	MARCEL	POLICE OFFICER	SECOND DISTRICT	1/08/90	278.00
BURKE	NADINE	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/07/90	793.25
CALDERON	FRANCIS	POLICE OFFICER	TENTH DISTRICT	2/06/90	310.00
CANTORE	DOMINIC F	POLICE OFFICER	SEVENTEENTH DISTRICT	2/20/90	16.00
CARONE	EUGENE F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/09/90	17.00
CABEY	DANIEL E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/21/90	474.38
CASIO	STEVE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/10/90	658.50
CEJA	MICHAEL J	POLICE OFFICER	NINTH DISTRICT	6/24/89	323.00
CHEVALIER	BUZANNE	POLICE OFFICER	TWENTIETH DISTRICT	6/05/89	130.00
CLOVENT	KENNETH	POLICE OFFICER	NINTH DISTRICT	3/07/90	687.50
COLLINS	HARRY J	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	3/08/90	313.14
COLLINS	PATRICK J	POLICE OFFICER	TRAINING DIVISION	2/15/90	40.00
CONTINO	JAMES H	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	4/04/90	313.50
COSENTINO	JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	1517.00
COUGHLIN	NANCY	POLICE OFFICER	TWENTIETH DISTRICT	9/04/89	65.00
CROSMELL	JEROLYNNE	POLICE OFFICER	ELEVENTH DISTRICT	1/09/90	123.00
DAVY	TIMOTHY E	POLICE OFFICER	RECRUIT TRAINING	2/05/90	460.00
DECARLO	DANIEL J	POLICE OFFICER	TWELFTH DISTRICT	9/06/89	95.00
DEYOUNG	DEBRA L	POLICE OFFICER	FIFTEENTH DISTRICT	3/07/90	653.70
DICKERSON	EDDIE F	POLICE OFFICER	SIXTH DISTRICT	3/03/90	5510.85
DOMAGALA	BERNARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/14/88	4437.00
DORSKY	GLENN	POLICE OFFICER	NINETEENTH DISTRICT	3/06/90	1062.30
EGAN	MICHAEL P	POLICE OFFICER	TENTH DISTRICT	2/15/90	255.00
EIGENBAUGER	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	2/24/90	670.00
ENMALL	KENNETH G	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/89	225.00
FILIPIAK	WILLIAM W	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/16/90	55.00
FITZPATRICK	WILLIAM	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION B	7/15/89	67.50
FORTUNA	MARK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/02/90	60.00
FOSTER	TYRONE	POLICE OFFICER	ELEVENTH DISTRICT	9/01/88	175.00
FRANZEN	TERRENCE	POLICE OFFICER	TENTH DISTRICT	9/24/89	644.00
GALLEGOS	ABEL A	POLICE OFFICER	TENTH DISTRICT	2/16/90	289.00
GANEY	GERALD W	POLICE OFFICER	FOURTEENTH DISTRICT	7/29/89	90.50
GARZA	BIMON	POLICE OFFICER	THIRTEENTH DISTRICT	1/10/90	15.00
GATES	TERI F	POLICE OFFICER	FIFTEENTH DISTRICT	11/25/89	100.00
GEORGE	PARRIS	POLICE OFFICER	FIFTEENTH DISTRICT	2/07/90	2901.00
GREGOR	WILLIAM	POLICE OFFICER	ENFORCEMENT SECTION	8/15/89	585.00
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89	450.00
GROSS	EDWARD F	POLICE OFFICER	TWELFTH DISTRICT	12/01/89	43.12
GUERRERO	PHILIP H	POLICE OFFICER	TENTH DISTRICT	2/21/90	559.50
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	1351.00



## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/90

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	6/13/89 15.00
HANLEY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	1/31/90 50.00
HANBELMAN	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	2/19/90 17.00
HARMON	HELEN J	POLICE OFFICER	RECRUIT TRAINING	1/06/89 1200.00
HARRIS JR	DEWITT	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/01/90 381.85
HAWLICEK	PAUL A	POLICE OFFICER	FIRST DISTRICT	12/08/89 864.50
HENRY	BERNADETTE	POLICE OFFICER	SEVENTH DISTRICT	2/26/89 283.00
HOWARD	CORILYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/05/89 40.00
IZZO	DEBORAH A	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/15/90 532.00
JAGIELLO	JOSEPH	POLICE OFFICER	SEVENTEENTH DISTRICT	1/21/90 20.00
JEDLOWSKI	MICHAEL M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/28/89 620.00
JOHNSON	LLOYD E	POLICE OFFICER	SEVENTH DISTRICT	12/17/89 250.00
JOHNSON	ROBERT J	POLICE OFFICER	SECOND DISTRICT	9/03/89 50.00
KANDL	LAURENCE J	POLICE OFFICER	TWENTIETH DISTRICT	2/09/90 15.00
KAPUGI	STEVEN	POLICE OFFICER	TENTH DISTRICT	4/30/89 17.00
KARCZEWSKI	EUGENE B	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	11/14/89 857.00
KARNICK	THOMAS E	POLICE OFFICER	ELEVENTH DISTRICT	2/12/90 40.00
KAWASKI	ROY	POLICE OFFICER	ELEVENTH DISTRICT	2/12/90 40.00
KEHDE	MARTIN J JR	POLICE OFFICER	SIXTEENTH DISTRICT	2/08/90 2094.75
KILMARTIN	JOHN J	POLICE OFFICER	YOUTH DIVISION AREA TWO	6/29/89 2339.15
KISS	KATHY	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/14/89 232.00
KODATT	EDWARD R	POLICE OFFICER	ELEVENTH DISTRICT	7/30/89 16.00
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	1/05/90 245.00
KORONKIEWICZ	WILLIAM	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/22/90 50.00
KOSTECKI	JOHN G	POLICE OFFICER	TWENTIETH DISTRICT	12/08/89 130.00
KOSTRO	JAMES E	POLICE OFFICER	TENTH DISTRICT	2/28/90 221.00
KRISHACK	JOHN A	POLICE OFFICER	FIRST DISTRICT	8/10/84 264.00
KUBIK	JOHN L	POLICE OFFICER	SIXTEENTH DISTRICT	5/20/89 114.00
LEAVY	JOHN R	POLICE OFFICER	CANINE UNIT	12/05/89 40.00
LEE	JIMMY	POLICE OFFICER	FIRST DISTRICT	1/18/90 1066.00
MAHON	JOHN W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/06/89 1186.00
MAINES	MICHAEL H	POLICE OFFICER	TWENTIETH DISTRICT	2/24/90 90.00
MARIK	JEROME	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	2/23/90 479.50
MARSH	JAMES	POLICE OFFICER	TRAINING DIVISION	2/20/90 1198.00
MATKOWSKYJ	WALTER	POLICE OFFICER	SEVENTEENTH DISTRICT	3/26/90 32.00
MCCAFFERTY	PATRICK J	POLICE OFFICER	AUTO THEFT SECTION	5/22/89 130.00
MCCARTHY	JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/12/89 16.00
MCCASTER	MAURICE	POLICE OFFICER	ELEVENTH DISTRICT	2/18/90 524.00
MCDLELLAN	RICHARD A	POLICE OFFICER	FOURTH DISTRICT	12/14/89 457.00
MCHICHOLAS	PATRICK	POLICE OFFICER	TENTH DISTRICT	2/15/90 125.00
MERCADO	ALAN R	POLICE OFFICER	TENTH DISTRICT	2/16/90 624.50
MEZIERE	RONALD T	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/89 68.00
MILLER	EARL L	POLICE OFFICER	SEVENTH DISTRICT	8/04/89 110.00
MITZNER	ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	12/25/89 572.25
MONESTERO	PHILLIP J	POLICE OFFICER	TWELFTH DISTRICT	1/30/86 70.00
MULLANE	PATRICK F	POLICE OFFICER	NINETEENTH DISTRICT	3/29/90 681.60
MURPHY	EDWARD	POLICE OFFICER	FIFTH DISTRICT	1/28/90 52.00
MURPHY	PATRICK D	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86 171.35
NASH	GANDY L	POLICE OFFICER	CENTRAL DETENTION SECTION	1/11/90 476.00

7/31/90

## REPORTS OF COMMITTEES

19205

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/90

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
KEEFE	SHEILA M	POLICE OFFICER	FIFTEENTH DISTRICT	5/22/89	214.00
OSHEA	WILLIAM J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/89	65.00
PACELLI	ANTHONY J	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	1/01/90	45.00
PARNELL	DOMNIE R	POLICE OFFICER	THIRD DISTRICT	4/21/89	185.00
PENA	TAMMIE	POLICE OFFICER	THIRTEENTH DISTRICT	7/19/89	75.00
PENNY	MATHANIEL	POLICE OFFICER	RECRUIT TRAINING	1/25/90	1167.50
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	8/06/89	600.00
REBTIVO	BENEDICT	POLICE OFFICER	FOURTEENTH DISTRICT	2/26/87	1391.00
RICE	MICHAEL P	POLICE OFFICER	SEVENTEENTH DISTRICT	2/02/90	65.00
RIVERA	DANIEL W	POLICE OFFICER	SEVENTEENTH DISTRICT	7/29/89	4775.06
RIVERA	JOAQUIN	POLICE OFFICER	NINETEENTH DISTRICT	4/15/90	300.00
ROBERTSON	FREDERIC L.	POLICE OFFICER	FOURTEENTH DISTRICT	2/28/90	55.00
RODRIGUEZ	NORBERTO	POLICE OFFICER	THIRTEENTH DISTRICT	11/22/89	2134.16
RUNYAN	JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	240.75
RYAN	RICHARD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/01/90	137.50
BALLUSTRO	LINDA F	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/29/89	245.50
BALVATORE	CHARLES W	POLICE OFFICER	EIGHTH DISTRICT	3/12/90	46.00
BALYERS	JOHN C	POLICE OFFICER	TWENTIETH DISTRICT	11/12/89	20.00
SCANLAN	KATHLEEN E	POLICE OFFICER	NINETEENTH DISTRICT	12/24/89	1281.00
SCORNAVACCO	MICHAEL J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	1/26/90	100.00
SERPE	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/90	406.50
SHANNON	CAD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	4/09/90	184.70
SHANNON	CAD	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/01/89	216.00
SHANNON	GERALD W	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/02/90	46.00
SKWARSKI-ROWAN	BARBARA A	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/14/89	405.00
SMITH	LINDA B	POLICE OFFICER	SEVENTH DISTRICT	9/27/89	70.00
SOTO	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	5/17/89	630.00
STANEK	MARY ANN	POLICE OFFICER	FIFTH DISTRICT	6/16/87	55.00
STONE	FREDERICK	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	9/26/88	5466.30
TINERELLA	VINCENT P	POLICE OFFICER	TWENTIETH DISTRICT	2/20/90	90.00
TOLMEO	JOHN R	POLICE OFFICER	FOURTEENTH DISTRICT	7/26/89	523.00
TOMASZEWSKI	LOIS C	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	4037.36
TRIPP	RONALD L	POLICE OFFICER	THIRD DISTRICT	2/20/90	75.00
TURANO	RACHELLE J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/11/89	1276.79
TYLER	CAROLE	POLICE OFFICER	RECRUIT TRAINING	3/03/89	3787.04
VINSON	ALEC	POLICE OFFICER	FIFTH DISTRICT	11/12/89	818.00
WAGNER	WILLIAM P	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/30/89	205.00
WALKER JR	WILLARD T	POLICE OFFICER	EIGHTH DISTRICT	1/30/90	50.00
WALLINGTON	WILLIE	POLICE OFFICER	SIXTH DISTRICT	2/21/90	40.00
WILCOX	JOSEPH	POLICE OFFICER	SEVENTH DISTRICT	1/22/90	50.00
WILLIAMS	CHARLES M	POLICE OFFICER	THIRD DISTRICT	12/30/89	1217.00
WILLIAMS	TERESA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/03/90	129.00
WILSON	ROGER D	POLICE OFFICER	TWENTIETH DISTRICT	2/12/90	50.00
WISCH	RENEE P	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/89	180.00
WITCZAK	KATHLEEN	POLICE OFFICER	FOURTH DISTRICT	1/05/90	27.00
WOMACK	EMMIT	POLICE OFFICER	SECOND DISTRICT	2/07/90	50.00
WOOTEN	EDWARD	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	1/10/90	715.50
ZORKO	KATHLEEN A	POLICE OFFICER	TWENTIETH DISTRICT	1/21/90	70.00
BARBER	GREGORY	FIREFIGHTER	TRUCK 4	1/14/90	657.00

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/90

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BLANCO	CESAR	CAPTAIN	DISTRICT RELIEF 6	7/21/87 543.00
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85 120.00
CAMPBELL	JOSEPH	FIREFIGHTER	ENGINE COMPANY 43	9/15/89 869.22
CLARK	MICHAEL	PARAMEDIC	AMBULANCE 35	9/15/89 302.25
CNOTA	FRED A	PARAMEDIC	DISTRICT RELIEF 3	12/22/88 398.00
COLEMAN	BOYCE	FIREFIGHTER	SQUAD 5	8/27/88 864.00
COZZI	DANIEL	FIREFIGHTER	TRUCK 5	11/20/89 6116.13
DASBACH	KARL	FIREFIGHTER	TRUCK 52	10/28/89 175.00
DEAN	STEVEN	FIREFIGHTER	ENGINE COMPANY 16	7/08/89 176.00
DOYLE	KEVIN	ENGINEER	ENGINE COMPANY 102	1/21/90 14.00
EARL	PHYLISS	FIREFIGHTER	TRUCK 10	7/14/88 4597.15
ENRIGHT	JOHN P	POLICE OFFICER	EMS DISTRICT 4 HEADQUARTERS &	4/19/90 164.12
FITZGERALD	RICHARD	CAPTAIN	ENGINE COMPANY 127	1/26/90 1234.00
FLORINE	JOHN	PARAMEDIC	AMBULANCE 10	10/17/89 20.00
FOX	RICHARD	LIEUTENANT	ENGINE COMPANY 101	12/11/89 16.00
GASKA	JOSEPH	FIREFIGHTER	ENGINE COMPANY 50	1/31/89 298.30
GIBBONS	EDWIN	LIEUTENANT	TRUCK 51	10/01/89 2264.00
GOMEZ	CHRISTOPHER	FIREFIGHTER	TRUCK 33	12/31/88 65.00
GORNY	RICHARD J	FIREFIGHTER	TRUCK 25	11/02/89 50.00
GREGORY	DON	FIREFIGHTER	AMBULANCE 15	1/26/89 25.00
HAIN	ROGER	FIREFIGHTER	ENGINE COMPANY 56	12/26/86 275.00
HALL	DAVID	PARAMEDIC	AMBULANCE 33	5/02/89 200.00
HANKS	TIMOTHY	PARAMEDIC	AMBULANCE 15	9/21/89 1010.00
HARRINGTON	DENNIS J	PARAMEDIC	BATTALION 2	4/06/85 42.00
HARRIS	DENNIS	FIREFIGHTER	TRUCK 15	1/31/89 1005.95
HAYNES	PATRICK	FIREFIGHTER	TRUCK 7	12/13/89 9933.60
HEALY	GEORGE	FIREFIGHTER	SQUAD 5	9/12/89 80.00
HERLING	SEAN	FIREFIGHTER	ENGINE COMPANY 78	12/21/89 68.50
HOLTZ	JAMES	FIREFIGHTER	ENGINE COMPANY 115	7/31/89 383.58
IBATA	RICHARD A	FIREFIGHTER	TRUCK 33	12/23/89 360.00
JAKUBEC	JOHN	PARAMEDIC	EMS DISTRICT 5 HEADQUARTERS & R	5/29/88 461.00
JOHNSON	ROBERT	PARAMEDIC	AMBULANCE 42	7/21/88 35.00
JOYCE	JAMES T	CAPTAIN	ENGINE COMPANY 67	1/11/89 188.50
JOYCE	JOHN	LIEUTENANT	DISTRICT RELIEF 6	12/03/89 361.00
JULKOWSKI	JOHN	FIREFIGHTER	ENGINE COMPANY 50	12/01/89 197.00
KELTY	KENNETH	FIREFIGHTER	TRUCK 31	10/16/89 955.50
KOCH	THOMAS G	PARAMEDIC	AMBULANCE 33	12/23/89 321.50
KUEHL	ROBERT	FIREFIGHTER	SQUAD 1	10/19/89 989.43
KUNGIS	JOHN	CAPTAIN	TRUCK 37	12/05/87 100.00
LAHEY	JAMES	CAPTAIN	ENGINE COMPANY 30	11/15/89 840.00
LAPORTA	JOHN M	FIREFIGHTER	TRUCK 3	3/07/87 50.00
LINEHAN-CHISHOLM	HEATHER	PARAMEDIC	AMBULANCE 41	8/09/88 40.00
LOGAN	WILLIAM	PARAMEDIC	AMBULANCE 23	1/11/90 141.25
MANSOUR	ZUHER	FIREFIGHTER	ENGINE COMPANY 116	2/28/90 40.00
MATRASKO	KENNETH	FIREFIGHTER	ENGINE COMPANY 43	10/19/89 70.00
MCARDLE	THOMAS	FIREFIGHTER	ENGINE COMPANY 109	11/03/85 933.00
MCKEE	GERALD	LIEUTENANT	ENGINE COMPANY 95	12/03/89 81.00
MCKILLOP	JOHN	PARAMEDIC	UNKNOWN	4/04/89 69.75
MICHI	ANTHONY	FIREFIGHTER	TRUCK 36	11/18/89 893.75

7/31/90

## REPORTS OF COMMITTEES

19207

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/90

## REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MILLER	THOMAS	FIREFIGHTER	TRUCK 47	2/22/90 83.00
MORRIS	GREGORY	PARAMEDIC	AMBULANCE 32	12/08/89 83.00
MORRIS	ROCEY	FIREFIGHTER	TRUCK 11	2/19/90 540.00
MUGNAI	JAMES	FIREFIGHTER	BATTALION 11	3/24/89 3725.50
MUHAMMAD	QAE-DAH	PARAMEDIC	AMBULANCE 45	12/09/89 3975.00
MURPHY	THOMAS	PARAMEDIC	BATTALION 16	2/05/89 43.00
NISHIOKA	FRANK	PARAMEDIC	DISTRICT RELIEF 3	4/27/89 160.00
OTOOLE	ROBERT J	FIREFIGHTER	SQUAD 1	12/22/89 1240.40
PERETZ	JEFFERY H	FIREFIGHTER	TRUCK 22	10/25/89 713.00
PLUTA	JOHN	PARAMEDIC	AMBULANCE 35	9/04/89 460.00
POWELL	JAMES	FIREFIGHTER	TRUCK 37	12/16/89 319.03
REARDON	DANIEL	FIREFIGHTER	ENGINE COMPANY 92	1/03/90 3429.40
REILLY	EDWARD	FIREFIGHTER	TRUCK 8	1/30/80 35.00
RHOADES	RONDALEA	PARAMEDIC	DISTRICT RELIEF 1	1/03/90 636.00
RIEHER	WILLIAM	ENGINEER	ENGINE COMPANY 76	9/18/89 145.00
RODAK	LEE	LIEUTENANT	ENGINE COMPANY 61	7/05/88 321.00
ROGERS	WILLIAM	FIREFIGHTER	ENGINE COMPANY 49	12/08/88 3201.50
ROTZA	CHERYL	PARAMEDIC	AMBULANCE 31	8/27/89 1780.00
SCALONE	PETER	LIEUTENANT	DISTRICT RELIEF 6	4/19/90 747.40
SCHILIOR	EVELYN	PARAMEDIC	AMBULANCE 32	8/03/89 730.00
SCHMIDT	PATRICIA	PARAMEDIC	UNKNOWN	8/07/89 675.00
SMITH	RICHARD	PARAMEDIC	AMBULANCE 45	1/30/89 25.00
SMITH	ROSSYE	FIREFIGHTER	ENGINE COMPANY 4	9/04/89 35.00
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 3410.09
STRUBBE	PAUL A	PARAMEDIC	DISTRICT RELIEF 2	12/23/89 60.00
SULLIVAN	JOHN	FIREFIGHTER	ENGINE COMPANY 23	11/20/89 549.00
TOURE	KUBLAI	FIREFIGHTER	ENGINE COMPANY 19	12/28/89 69.00
TUMPICH	JOHN	FIREFIGHTER	TRUCK 51	8/19/88 107.00
TUMPICH	JOHN	CAPTAIN	BATTALION 23	11/13/86 194.00
VALKENBURG	SUSAN	FIREFIGHTER	UNKNOWN	12/07/88 109.00
VANDER	ROBERT	PARAMEDIC	UNKNOWN	7/27/88 726.27
WARD	THOMAS	PARAMEDIC	AMBULANCE 20	1/02/89 300.00
WARRICK	DONNELL	FIREFIGHTER	UNKNOWN	12/12/89 293.00
ZIEN	JOEL	PARAMEDIC	AMBULANCE 20	8/20/87 879.11
ZUBEK	EDWARD	FIREFIGHTER	TRUCK 41	1/18/82 440.80

(Continued from page 19202)

[Regular orders printed on pages 19203  
through 19207 of this Journal.]

; and

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

[Third party orders printed on page 19209 of this Journal.]

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

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

(Continued on page 19210)

7/31/90

## REPORTS OF COMMITTEES

19209

## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/31/90

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL	
BRADY-HEIDT	SANDRA E	POLICE OFFICER	SIXTH DISTRICT	9/11/88	375.00
CAPETILLO	JOSE	POLICE OFFICER	FOURTEENTH DISTRICT	2/17/90	100.00
CARPENTER	REGINALD	POLICE OFFICER	AUTOMOTIVE POUNDS SECTION	2/04/90	65.00
CASTANEDA	MARIA	POLICE OFFICER	NINETEENTH DISTRICT	6/12/89	90.00
CELANO	GERALD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	1/18/90	1053.00
CONCKUS	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	522.15
DONES	LIONEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/90	120.00
DOWLING	MARTIN W	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	73.99
FICARO	JEROME A	POLICE OFFICER	EIGHTH DISTRICT	10/03/89	753.00
GORTOMSKI	RONALD	POLICE OFFICER	ELEVENTH DISTRICT	4/03/90	524.50
HEYN	RAYMOND D	POLICE OFFICER	FOURTEENTH DISTRICT	2/23/90	1278.10
HICE	WILLIAM E	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/87	6123.18
JANKOWSKI	PAUL	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	12/03/89	6185.00
JENKINS	LORRY	POLICE OFFICER	THIRD DISTRICT	10/15/89	60.00
LUCAS	WILLIAM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/12/90	1829.00
MCFADDEN	ROBERT J	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/21/89	2994.50
MEGA	PATRICIA	POLICE OFFICER	TENTH DISTRICT	8/21/89	735.00
NAVARRO	KEVIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/10/90	660.00
OCONNOR	MARY	POLICE OFFICER	TWELFTH DISTRICT	3/11/90	338.00
PODALSKI	KEN	POLICE OFFICER	FOURTH DISTRICT	12/10/89	37.40
ROBERTS-DILLON	JANICE M	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/87	55.00
RODRIGUEZ	EUTIMIO C	POLICE OFFICER	NINTH DISTRICT	9/07/89	125.00
RUSCH	ALBERT J	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	9/23/89	285.00
SANCHEZ	JOHN	POLICE OFFICER	FIRST DISTRICT	7/23/89	214.00
SCAFIDI	PHILLIP	POLICE OFFICER	SEVENTEENTH DISTRICT	8/10/87	27161.57
SHANNON	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	1/12/90	1169.50
TATHAM	ROBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/27/89	59.25
TERRY	STERLING F	POLICE OFFICER	THIRTEENTH DISTRICT	4/21/90	60.00
THOMAS	LAWRENCE	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	5019.50
UTZ	JAMES	POLICE OFFICER	ENFORCEMENT SECTION	2/03/90	1495.50
VLCEK	PAVELA	POLICE OFFICER	SIXTH DISTRICT	2/18/89	619.00
WESTLOVE	MICHAEL W	POLICE OFFICER	VICE CONTROL SECTION	2/08/89	8721.36
WESTPHAL	MARY G	POLICE OFFICER	TWELFTH DISTRICT	1/02/89	65.00
WHITE	MICHAEL W	POLICE OFFICER	EIGHTEENTH DISTRICT	11/22/89	70.00
WONSONICZ	STANLEY G	POLICE OFFICER	EIGHTH DISTRICT	1/02/90	490.00
HOFFELT	MICHAEL	PARAMEDIC	DISTRICT RELIEF 2	12/22/89	142.00
JANIA	JEROME	PARAMEDIC	AMBULANCE 37	2/22/85	70.00
WALSH	MARTIN	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	245.50

(Continued from page 19208)

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

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*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 four applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Salvation Army  
November 16 through December 24, 1990 -- citywide;

Salvation Army  
June 7 and 8, 1991 -- citywide; and

Chicago House and Social Service Agency, Incorporated  
June 20 through June 23, 1991 -- citywide.

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

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**COMMITTEE ON AVIATION.**

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**EXECUTION OF AMENDED AND RESTATED HANGAR FACILITIES  
LEASE WITH MIDWAY AIRLINES, INCORPORATED FOR  
CERTAIN PREMISES AT CHICAGO  
MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Aviation, to which was referred an ordinance from the Department of Aviation, to execute on behalf of the City of Chicago, a lease of hangar facilities at Chicago Midway Airport with Midway Airlines, Incorporated, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On May 16, 1990, the City Council of the City of Chicago authorized the execution of a Lease of Hangar Facilities at Chicago Midway Airport ("Lease") with Midway Airlines, Incorporated ("Airline"); and

WHEREAS, The City and Airline now wish to amend the Lease to obtain certain rights and privileges with respect thereto; and

WHEREAS, The City deems it in the public interest and beneficial to itself and to the operation of the Airport to execute such an amendment with Airline; now, therefore,



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

SECTION 1. The Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation, and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to enter into, on behalf of the City of Chicago, an Amended and Restated Lease of Hangar Facilities at Midway Airport with Airline, said agreement to be substantially in the form attached hereto as Attachment A.

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

Attachment "A" to this ordinance reads as follows:

*Attachment "A".*

*Amended And Restated Lease Of Hangar Facilities*

*At Midway Airport.*

This Lease ("Lease") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 1990, ("Effective Date") by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Midway Airlines, Incorporated, a Delaware corporation ("Airline").

*Witnesseth:*

Whereas, City owns and operates that certain airport located within the City and commonly known as Chicago Midway Airport ("Airport"), a plat of the Airport being attached hereto as Exhibit A; and

Whereas, The City has the authority to lease premises and facilities and to grant rights and privileges with respect to the Airport; and

Whereas, Airline is engaged in the business of air transportation and desires to lease hangar and other related facilities at the Airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City is willing to lease such space and to grant rights and privileges to Airline upon the terms and conditions hereinafter provided;

Now, Therefore, For and in consideration of the premises, the mutual covenants and agreements herein contained and other valuable consideration, the parties hereto covenant and agree as follows:

*Article I.*

*Premises.*

Section 1.01 Lease Of Premises.

City does hereby lease to Airline, and Airline does hereby lease from City, the premises depicted and described on Exhibit B attached hereto, together with the facilities, improvements and structures thereon ("Premises"), more fully described as follows:

- (a) Approximately 321,835 square feet of land;
- (b) East Bay which consists of the following:

A one-story office building area of approximately 2,000 square feet and located adjacent and attached to the east end of the main hangar facility;

The East Bay hangar floor and shop areas of approximately 61,092 square feet;

The East Bay second and third floor office wing comprised of approximately 22,944 square feet.

- (c) West Bay which consists of the following:

The West Bay hangar floor and shop areas of approximately 55,030 square feet;

The West Bay ground floor storage and garage areas and second and third floor office areas comprised of approximately 43,317 square feet.

Section 1.02 Definitions.

The following terms, when used in the Lease, shall have the following meaning:

(a) Commissioner of Public Works. The "Commissioner of Public Works" shall be concerned with construction at the Airport and shall mean for the purpose of this Lease the Commissioner of Public Works of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

(b) Federal Aviation Administration or F.A.A. The "Federal Aviation Administration" and shall include any successor thereto.

(c) Commissioner. The "Commissioner" shall be concerned with the operation and maintenance of the Airport and shall mean for the purpose of this Lease the Commissioner of Aviation of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

(d) Related Parties. The term "Related Parties" means any wholly-owned subsidiary of Airline engaged in aviation-related activities.

#### Section 1.03 Sublease By City ("Sublease").

(a) Sublease. Airline does hereby sublease to City, and City does hereby sublease from Airline the West Bay areas designated on Exhibit C, comprised of approximately 22,445 square feet of hangar floor and shop area, approximately 14,305 square feet of storage (former flight kitchen) and garage areas and 10,422 square feet of ramp area (the "Sublease Property").

City acknowledges and agrees to take the Sublease Property and any additions thereto in their current condition and provide normal repair and maintenance associated with the City's occupancy of the Sublease Property. This shall in no way diminish Airline's obligations under Section 4.03 hereof to rehabilitate the entire Premises as described therein.

(b) Effective Date and Termination. This Sublease shall commence on the Effective Date and shall continue thereafter until terminated by either party in accordance with the provisions of this Subsection 1.03(b). City may terminate the Sublease at any time with respect to all or a portion of the Sublease Property effective thirty (30) days following giving of written notice thereof to Airline. On and after the third anniversary following the Effective Date, Airline may terminate this Sublease with respect to all or a portion of the Sublease Property effective thirty (30) days following the giving by Airline of written notice of such termination to the Commissioner.

(c) Rent. City shall pay rent to the Airline for the Sublease Property as follows: (i) \$8,179.18 each month; plus (ii), prorated portions of utilities, insurance and other taxes and assessments referred to in Section 3.05 hereof. Such rent shall be deducted from rental amounts due from Airline to the City pursuant to Article III below.

(d) Covenants. City may use the Sublease Property for the storage and parking of airport maintenance vehicles or any other use deemed appropriate in connection with the City's operation and maintenance of the Airport including, but not limited to, administrative offices. In addition, City shall have the right to further sublease or license a portion of the Sublease Property to one other party (the "Sublessee/Licensee") for administrative offices. At the time of execution of this Lease, both parties acknowledge that there is an aircraft parked on the ramp area by a third party, which ramp area constitutes part of the Sublease Property. Airline agrees that City shall have a period of one (1) year from the Effective Date hereof to remove or cause said aircraft to be removed from the ramp, and City agrees to proceed diligently to have the aircraft removed promptly, provided, however, that the aforesaid one year period shall be extended if City has instituted within said one year period and is diligently prosecuting such court action as is appropriate to obtain the removal of the aircraft. Alternatively, the City may enter into a license agreement with Sublessee/Licensee, which license agreement shall contain at a minimum the following terms, conditions and limitations:

- (i) the aircraft shall have a maximum gross takeoff weight of 12,500 pounds or less, and it shall be parked as near to the west boundary of the ramp area which forms a part of the Sublease Property as reasonably practicable; and
- (ii) at all times the aircraft is parked on the subject ramp, it shall be tied down utilizing a "dead-man" or such other tie-down mechanism as shall be mutually agreed to by City and Airline; and
- (iii) an undertaking shall be executed by Sublessee/Licensee to protect, indemnify, and save City and Airline and their respective agents, officers and employees harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements, which may arise out of Sublessee/Licensee's use and occupancy of a portion of Sublease Property including its parking of the aforesaid aircraft on the ramp area associated with the Sublease Property; and
- (iv) an undertaking shall be executed by Sublessee/Licensee to have and maintain at all times during the term of the license (y) all-risk hull insurance covering its aircraft in an amount sufficient to insure the replacement value and any loss of use thereof arising out of or in any way related to the parking and/or operation of the aircraft on or about the Sublease Property and (z) comprehensive liability insurance of such type and in such amounts as City and Airline shall jointly determine. All such insurance shall name City and Airline as additional insureds and contain endorsements whereby the insurers shall waive their right of subrogation against City and Airline, and Sublessee/Licensee shall provide City and Airline with certificates of insurance and such other written evidence of insurance as City and Airline may jointly determine to be reasonably required in the circumstances; and

- (v) a termination date on the earlier of (y) the date City terminates the Sublease in accordance with Subsection 1.03(b), or (z) ninety (90) days prior to the third anniversary following the Effective Date of this Lease.

During the term of the Sublease, use of the Sublease Property by City and the Sublessee/Licensee shall at all times be in accord with all conditions and covenants of this Lease. The City shall have the obligation to effect, at its sole cost and expense, the timely removal of any Sublessee/Licensee from the Sublease Property on or prior to the termination of the Sublease, and in the case of the license, the aircraft of the Sublessee/Licensee shall be removed on or prior to the termination date described in Subsection 1.03 (d) (v) (y). In the event such Sublessee/Licensee is not removed as aforesaid, City shall be deemed to be in default of its covenant hereunder to provide Airline quiet possession and enjoyment of the Premises.

(e) License. City hereby grants to Airline (and its contractors and subcontractors) a license to enter upon and install and construct improvements on the Sublease Property; provided, however, that: (i) Airline shall not materially interfere with City's use of the Sublease Property, (ii) Airline shall give the City ten (10) days prior written notice of its intent to exercise such license, and (iii) Airline shall repair any damage caused to the Sublease Property or any property located therein as a result of its exercise of such license.

(f) Indemnity. City agrees to indemnify, defend and hold Airline harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, be claimed or recovered from Airline by reason or on account of damage to the property of Airline or the property of, injury to or death of any person, arising from City's use and occupancy of and operations of the Sublease Property pursuant to this Sublease, including acts of the City's agents, contractors and subcontractors, except if Airline, its employees, agents or invitees is negligent.

Airline shall give City prompt and timely notice of any claim made or suit instituted which, in any way, affects City or its insurer, and City or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against the Airline for any cause for which City is liable hereunder shall be prima facie evidence against the City as to liability and amount, except if Airline, its employees, agents or invitees is negligent in any manner. This subsection (f) shall not apply and City shall not be liable if any damage or injury should occur while Airline is exercising its right set out in subsection (e) above. This indemnity of Airline by the City is limited to matters arising out of City's use and occupancy of the Sublease Premises and is in no way intended to conflict with Airline's indemnification in Section 6.01 hereof.

Section 1.04 Easement.

Commencing on the Effective Date and continuing during the term of this Lease, City hereby grants to Airline an easement for the construction, maintenance and nonexclusive operation of a road over a 40-foot wide strip located along an easterly extension of the north property line of the East Bay ("North Ramp"), as shown on Exhibit D attached hereto. Prior to constructing any improvements to the North Ramp, Airline shall submit to City for approval any and all plans and specifications for such improvements, and any construction shall be performed only in accordance with plans and specifications previously approved by City. Further, Airline shall pay all costs and expenses of such work promptly.

Section 1.05 Use Of Premises.

Subject to (i) the terms and provisions contained in this Lease, (ii) the rules and regulations promulgated by City in connection with the conduct of hangar and hangar-related activities by Airline and its Related Parties, and (iii) the terms and provisions of the Airport Use Agreement and Terminal Facilities Lease dated December 2, 1985 between City and Airline (the "Midway Use Agreement") insofar as the terms of the Midway Use Agreement have any relation to Airline's conduct of its operations in the Premises, Airline is hereby granted the use of the Premises for the following purposes:

(a) the repair, maintenance, conditioning, testing, parking, moving and storage of aircraft and other equipment operated by Airline and its Related Parties, air carriers holding certificates issued by the F.A.A. or United States Department of Transportation, as the case may be, pursuant to Sections 401, 402 and/or 604 of the Federal Aviation Act, as amended (49 U.S.C. App. 1371, 1382 and 1424, respectively), and aircraft operators having aircraft overhaul and maintenance agreements with Airline covering work on aircraft having designed capacities of at least 29 passengers and/or at least 7,500 pounds of payload; and

(b) the servicing of aircraft and other equipment operated by Airline and its Related Parties with gasoline, oil, greases, lubricants and other fuels or propellants, and with foods, beverages and other supplies and materials; and

(c) the training of personnel in its employ or under its direction and the personnel of other air carriers having training contracts with Airline; and

(d) the maintenance and operation of facilities and equipment for storage, handling and dispensing of gasoline, oil, greases, lubricants and other fuels or propellants, and any other supplies and materials so long as such uses are conducted in compliance with any and all applicable federal, state and municipal safety requirements, which from time to time shall be subject to review and approval by the City; and

(e) the maintenance and operation of communication, meteorological and aerial navigation facilities and equipment; provided, however, that the exercise of such right

does not interfere with City's operation of the Airport for the benefit of all aircraft using the Airport; and

(f) the maintenance and operation of automobile parking areas on the Premises for the parking of automobiles by the employees, invitees, agents, suppliers of materials and furnishers of services to Airline and its Related Parties, but in no event shall passenger parking or valet parking for the general public be permitted; and

(g) the maintenance and operation of office facilities for general, administrative, telephone reservations, operations and other functions associated with the business of Airline and its Related Parties; and

(h) the sale, disposal or exchange of Airline's or a Related Party's aircraft, engines, accessories, lubricants, other fuel or propellants, other equipment or supplies, and any articles or goods used by or acquired for use by Airline or a Related Party in connection with the air transportation businesses of Airline or its Related Parties; provided, however, that neither Airline nor any Related Party shall sell, dispose of or exchange any such items to other than: (1) its or their employees, or; (2) the other persons and entities contemplated by subsection (a) above unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline or its Related Parties of their respective aviation-related businesses; and

(i) the purchase or other acquisition from any supplier of choice, and the use of property of any nature reasonably necessary for the conduct of operations of Airline and its Related Parties; and

(j) the maintenance and operation of the Premises, hangar buildings, facilities and equipment and the carrying on of activities reasonably necessary in connection with the foregoing; and

(k) the maintenance and operation of a private cafeteria and other food and beverage preparing and dispensing facilities and equipment for the sole purpose of preparing and serving foods and beverages for consumption by employees of Airline and its Related Parties and for consumption on aircraft operated by Airline or Related Parties; provided, however, that nothing contained in this Subsection (k) shall give Airline or its Related Parties the right to maintain or operate a public cafeteria, restaurant or other food and beverage preparing and dispensing facilities and equipment for the purpose of selling food or beverage to the public as a caterer, to other airlines or aircraft operators or otherwise; and

(l) the loading and unloading of persons, property, cargo and mail upon or from aircraft operated by Airline or its Related Parties on an irregular basis so that such loading and unloading shall not constitute a use of the Premises as a substitute for normal passenger terminal area operations.

The foregoing shall not be construed to permit the conduct by Airline or its Related Parties of any business at the Premises other than the operation of an air transportation hangar facility and activities incidental thereto, and the only activities that Airline is allowed to

conduct on behalf of or for the benefit of other airline operators are those described in Subsections (a), (c) and (h) above.

Section 1.06 Ingress And Egress.

Subject to the lawful rules and regulations promulgated by City, Airline and its Related Parties shall have the right and privilege of access and ingress to and egress from the Premises for Airline and its Related Parties, and their respective employees, agents, passengers, guests, patrons and invitees, their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as herein otherwise specifically provided, or as provided in the Midway Use Agreement, or any other agreement applicable to Airline, no charges, fees or tolls of any nature, direct or indirect, (except those currently in place) shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading or handling persons, property, cargo or mail in connection with the operation of Airline's hangar facility or exercising any rights or privileges granted by City hereunder. The foregoing shall not preclude City or any concessionaire under contract with City from making and collecting a charge for the use of public automobile parking areas, sightseeing facilities or ground transportation to or from the Airport furnished by City or such concessionaires, or preclude City from imposing any tax, charge, permit or license fee which is not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 1.06 shall be deemed to preclude the City from levying a passenger facility charge if authorized by law.

Airline shall not block or otherwise obstruct common use taxi lanes or access roads with aircraft or ground vehicles at any time or in any manner which will impair or adversely affect the use or operation of said taxi lanes or access road areas.

Section 1.07 Quiet Enjoyment.

City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the Premises, and the rights and privileges leased to Airline hereunder, subject, however, to the provisions contained in the Lease.

Section 1.08 Present Condition Of Premises.

It is hereby mutually understood and agreed that Airline, by the execution of the Lease, accepts the Premises "as is", aware that proper maintenance has been deferred for many years and that major repairs are needed, possibly involving the main mechanical systems; and Airline shall perform said repairs at its sole cost and expense.



*Article II.*

*Term.*

The term of the Lease shall be for a period commencing on the Effective Date and terminating on July 31, 2002 ("First Termination Date"). Airline shall have an option to renew the Lease for an additional term up to ten (10) years ("Additional Term"), but in no event shall such Additional Term exceed the period of commercial service permitted by the Midway Use Agreement or any other successor agreement between City and Airline in effect on the First Termination Date, which agreement permits Airline to use the Airport for commercial service without the prior written consent of City, provided that: (a) at the time of the exercise of such option, Airline shall not be in default in the performance of any of the terms or conditions of this Lease or any agreement, including but not limited to the Midway Use Agreement; and (b) Airline shall exercise its right by a written declaration of its intention to so renew, delivered to the Commissioner by registered or certified mail within a period of not more than two years nor less than nine months prior to July 31, 2002.

*Article III.*

*Rent.*

Section 3.01 Place Of Payment.

Airline, on or before the first day of each calendar month during the term of this Lease, shall pay a monthly rental fee as set forth below to City, at the Office of the City Comptroller, City Hall, Room 501, 121 North LaSalle Street, Chicago, Illinois 60602, or to such other place or person as City may direct Airline by written notice.

Section 3.02 Rent.

(a) The rent for the Premises from the Effective Date through December 31, 1994 shall be One Hundred Eighty-nine Thousand Four Hundred Forty-three and 25/100 Dollars (\$189,443.25) per year.

(b) The rent for the Premises from January 1, 1995 through December 31, 1999 shall be Two Hundred Twenty-one Thousand Six Hundred Twenty-six and 75/100 Dollars (\$221,626.75) per year.

(c) The rent for the Premises from January 1, 2000 through December 31, 2004 shall be Two Hundred Fifty-three Thousand Eight Hundred Ten and 25/100 Dollars (\$253,810.25) per year.

(d) The rent for the Premises from January 1, 2005 through July 31, 2012 shall be the Two Hundred Eighty-five Thousand Nine Hundred Ninety-three and 75/100 Dollars (\$285,993.75) per year.

All rent described in this Section 3.02 shall be payable in monthly installments in advance equal to 1/12 of the applicable yearly amount.

#### Section 3.03 Prorations.

Notwithstanding the foregoing, if any rent commences other than as of the first day of any month or terminates prior to the last day of any month, rent for such month shall be determined on a pro rata basis according to the number of days of such month, and any required payment or refund of such month shall be made as promptly as practicable.

#### Section 3.04 Rehabilitation Review.

Airline shall submit to the City on or prior to December 31, 1994, copies of all of the paid invoices connected with the rehabilitation of the Premises required by Section 4.03 below. If the total of these invoices does not equal or exceed \$8,000,000.00, then 1) the parties will meet no later than January 15, 1995 to renegotiate the rent to take into account the actual amount spent by Airline on the rehabilitation, or 2) Airline may, at its option, terminate this Lease by sixty (60) days advance written notice to the City given on or before March 1, 1995. In the event the parties attempt to renegotiate the rent and are not able to agree on a new rental after good faith bargaining, then at any time following March 1, 1995, City shall have the option to terminate this Lease by sixty (60) days advance written notice given to Airline.

#### Section 3.05 Assessments.

Airline shall pay, in addition to the rents specified in this Article III, all utilities, water rates, electricity, gas, taxes and assessments, general and special, lawfully levied or assessed upon the Premises, or any part thereof, or upon any buildings or improvements at any time situated thereon, or lawfully levied or assessed upon the leasehold interest created hereby, during the Lease term.

*Article IV.**Construction, Maintenance And Repair.***Section 4.01 Construction, Maintenance And Repair By Airline.**

Subject to the prior written approval of the Commissioner, Airline may construct or install on the Premises, at its own expense, improvements (including pavements), facilities and equipment, and any additions thereto, reasonably necessary in connection with any use permitted under the provisions of this Lease. All such construction or improvements shall commence only after Airline obtains any requisite building or construction licenses or permits as may be required by federal, state or local laws or regulations. Plans and specifications of any such proposed construction or installation (including any substantial alteration or addition thereto) and evidence of insurance coverages required by Article VI shall be submitted to and receive the prior written approval of the Commissioner and the Commissioner of Public Works prior to the commencement of construction. No restriction shall be placed on Airline as to any architect, builder or contractor with regard to any construction, installation, alteration, repair or maintenance of any such building, improvement, facility or addition, other than those requirements set forth in Article V of this Lease and any other applicable local, state or federal law or regulation, and, where appropriate, the professionals shall be properly licensed and insured to perform their work. During any construction or installation of any improvements, facilities or equipment on or associated with the Premises, City shall have the right at all times to have inspectors or other representatives of the City at the site to review and inspect all such work. Notwithstanding said right of review and inspection of the City, City shall in no way be deemed responsible for any such work not being completed in accordance with approved plans and specifications or applicable laws, codes, statutes, rules or regulations. All construction contracts awarded by Airline in connection with the Premises in the amount of \$1,000.00 or more, or as otherwise required by law ("Construction Contracts") shall require that the contractor provide a performance and payment bond in form and substance satisfactory to the City and such Construction Contracts shall contain provisions in accordance with Chapter 48, Section 39S-2, et seq., Ill. Rev. Stat. 1989, or as it may be amended ("Act") in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor ("Department of Labor"). All Construction Contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type or worker or mechanic employed in the Construction Contract. If the Department of Labor revises such prevailing wage rate(s), the revised rate(s) shall apply to any Construction Contracts. Airline shall also require in respect of all contractors' bonds required by this Lease that the contractor include such provision to guarantee the faithful performance and compliance with the requirements of the Act.

Except for the Sublease Property, Airline shall keep and maintain all buildings, improvements and facilities and all additions thereto on the Premises, including without limitation the ramp area adjacent to the hangar located on the Premises, in good condition and repair, reasonable wear and tear excepted, in a sanitary and sightly condition, and Airline shall comply with all health and safety requirements applicable thereto.

#### Section 4.02 Lighting And Signs.

Airline shall be solely responsible for the illumination of the aircraft parking ramp in front of each hangar building on the Premises with floodlights and shall place and maintain at all times red obstruction lights on the highest point and on each corner of each building on the Premises and on the highest point of each smokestack, pole, aerial and antenna on the Premises. The obstruction light fixtures shall be of a dual type and the lights shall be kept burning at Airline's expense from dusk to dawn and during periods of restricted visibility. Any signs installed by Airline on the Premises shall be limited to the purpose of identifying Airline and not for advertising. The number, general type, size, design and location of such signs shall be subject to the prior written approval of the Commissioner. Notwithstanding any other provision of the Lease (i) City shall have full responsibility for the operation, maintenance, repair and condition of the beacon light located on the roof of the East Bay, (ii) Airline hereby grants City a license for access to such light and equipment for the purpose set forth in clause (i), and (iii) the City hereby agrees to indemnify, hold harmless, and defend Airline from all costs, damages and expenses (including attorneys' fees) arising from or relating to the location, operation and repair of such beacon and related equipment; provided, however, this indemnification shall not cover any costs, damages or expenses related to the negligence of Airline or its employees, agents, contractors or representatives.

#### Section 4.03 Rehabilitation Of Premises.

Airline and City acknowledge that the rehabilitation of the Premises by the Airline is an essential condition of this Lease and of the rentals agreed to in Article III hereof. The aggregate cost of such rehabilitation is estimated to be not less than Eight Million Dollars (\$8,000,000.00), and Airline hereby agrees to expend at least such sum prior to December 31, 1994 on repairs, refurbishments, and rehabilitations approved by City in accordance with the procedures set forth in Section 4.01 of this Lease.

#### Section 4.04 Covenant Against Liens.

Airline shall keep the Premises and the buildings, improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline, provided, however, that Airline shall not be in default of this covenant while it is in good faith contesting the validity of any lien. In the event of the filing of any lien against the Premises as a result of any act or omission of

Airline and Airline is contesting the validity of such lien, it shall promptly provide City with evidence satisfactory to City that such contest shall prevent the perfection of any such lien, in the absence of which Airline shall escrow with City any amount necessary to satisfy any contested lien. The execution and delivery by Airline of a Special Use Facility Agreement and related documents and instruments in connection with special facilities financing sponsored by City for the rehabilitating of the Premises shall not constitute a violation of this Section 4.04.

#### Section 4.05 Performance By City Upon Failure Of Airline To Maintain.

In the event Airline fails to perform its obligations under this Lease for a period of thirty (30) days after written notice of default from City, City may enter the Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of the Premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and City so states in its notice of default to Airline, City may perform such obligation of Airline at any time after the giving of such notice to Airline, and Airline shall pay the cost and expense of such performance.

#### Section 4.06 Access By City.

Airline shall allow City, its officers, agents or employees, free access to the Premises for the purpose of examining the same to ascertain if Airline is performing its obligations under the Lease.

#### Section 4.07 Maintenance By City.

City shall maintain and keep in good condition and repair (including the removal of snow, vegetation, stones and other foreign matter, as reasonably as may be done) the ingress and egress routes serving the Premises which are not part of the Premises, except that City shall not be responsible in any way for the maintenance and repair of the property subject to the easement described in Section 1.04 above.

#### Section 4.08 Performance By Airline Upon Failure Of City To Maintain.

In the event City fails to perform, for a period of forty-five (45) days after written notice of default from Airline, any obligation required under Section 4.07, Airline may perform such obligation of City and City shall pay to Airline the reasonable cost and expense of such performance, but Airline shall not deduct any such cost and expense from any amounts due

hereunder. If City's failure to perform any such obligation endangers the safety of Airline's hangar operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice provided City has not commenced performance of its obligations after receipt of such notice. City, however, shall not be liable to Airline for any loss of revenue to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation by it of the Airport or any facilities now or hereafter connected therewith.

*Article V.*

*Equal Opportunity, Nondiscrimination, Affirmative Action.*

Section 5.01 Equal Opportunity.

Airline, in performing its obligations under this Lease, 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.

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, national origin, or handicap or disability, ancestry, marital status, parental status, sexual orientation, 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 of this non-discrimination 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, and that Airline will work with the City Purchasing Agent and other appropriate City personnel for instituting procedures and methods to assure compliance with said Executive Order.

#### Section 5.02 Nondiscrimination In The Use Of The Premises.

This Lease 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 Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made.

#### Section 5.03 Prohibition Against Exclusive Rights.

It is hereby specifically understood and agreed that nothing contained in the Lease shall be construed to grant or authorize the grant to Airline of an exclusive right to provide at the Airport aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others at the Airport the privilege and right of conducting any one or all activities of an aeronautical nature.

#### Section 5.04 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 services it provides to others on the Premises in accordance with Section 1.05 of this Lease, provided that the Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

#### Section 5.05 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.

### *Article VI.*

#### *Indemnity, Insurance, Damage Or Destruction.*

#### Section 6.01 Indemnification.

(a) Airline 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 reasonable attorneys' fees and expenses), causes of action, suits, claims,



demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following:

- (i) Suits alleging a taking of property or interest in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Premises; or
- (ii) Airline's use or occupancy or non-use (if such non-use is contrary to Airline's obligations hereunder) of the Airport or Premises; or
- (iii) Subject to the provisions of Subsections 1.03(a), (f) and Section 4.02, the condition of the Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or
- (iv) Any damage caused to the Sublease Property by Airline's construction of improvements to the Premises; or
- (v) Any claims, costs and expenses relating to any work or improvements performed by Airline with respect to the easement described in Section 1.03 of this Lease; or
- (vi) The violation by Airline of any agreement, warranty, covenant or condition contained in this Lease, or of any law, ordinance, regulation, court order, contract, agreement or restriction relating to the Premises or Airline's use and occupancy thereof; or
- (vii) The failure or alleged failure of Airline, its successors or assigns, to comply with local, state or federal environmental rules, regulations, statutes, laws, or orders (collectively referred to as "Environmental Requirements"), or which is due, in whole or part, to any releases or threatened releases of Hazardous Materials (as hereinafter defined) on, about or under the Premises and occurring during the term of the Lease or during the terms of any short-term leases between Airline and City where the release or threatened release is with respect to those portions of the Premises covered by such short-term leases.
- (viii) Hazardous Materials for the purpose of this Lease means asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, special nuclear material, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. §2011, et seq.), pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance", "hazardous waste", or "toxic substance" (or comparable term) in the Comprehensive

Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Illinois Environmental Protection Act, (Ill. Rev. Stat. Ch. 111-1/2, Sec. 1001, et seq.) and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute, rule or regulation or county or municipal law, ordinance, rule or regulation, as amended in each case.

(b) Airline shall also be solely responsible for all physical injuries (including death) to persons (including, but not limited to, employees of Airline, contractors, subcontractors and employees of the City) or damage to property (including, but not limited to, property of the City), occurring on account of or in connection with performance of any work or sustained by any employee of any contractors or on, to or for the benefit of the Premises while at the site of the work, and shall indemnify and save harmless the City from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all costs and expenses in suits which may be brought against the City on account of any such injuries to persons or damage to property, irrespective of whether it shall have been due to negligence of Airline, its contractors or subcontractors or negligence of the City, their respective agents, servants or employees, or of any other person, but excepting physical injuries and property damage caused by or resulting from the sole negligence of the City, its agents, servants or employees. The term "loss and liability" as used above shall be deemed to include, but not to be limited to, liability for the payment of Worker's Compensation under the Worker's Compensation Law of the State of Illinois, and Airline specifically covenants to reimburse the City for all payments of Worker's Compensation which the City shall be required to make to any employee who shall claim to have sustained injuries on account of or in connection with the work hereunder, whether or not such injuries shall have been sustained as a result of negligence of the Airline, its contractors, subcontractors, the City, their respective agents, servants or employees, or negligence of the injured employee, but excepting bodily injuries and property damage caused by or resulting from the sole negligence of the City.

During any construction by Airline, Airline shall be solely responsible for the support, maintenance, safety and protection of the facilities of the City, and for the safety and protection of all persons or employees and of all property therein.

Airline agrees to rebuild, restore and repair or indemnify and hold the City harmless against liability for any and all injuries and damages to the property of the City arising directly from, or in any way referable to or occurring in connection with any work done by, or at the direction of, or for the benefit of Airline at the Premises, whether caused by the negligence of Airline, its employees, agents, contractors, subcontractors or otherwise.

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 lawsuit papers, pleadings and legal process. Airline shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel

(subject to City's approval if such counsel is to represent the City's interests), 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 to the extent of its interest.

Section 6.02 Insurance.

(a) At a minimum, 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) as is described in this Article VI, and such additional insurance in such amounts as is customary in the case of similarly situated persons in the air transportation business; provided, however, with respect to Article VI herein, that if Chicago Midway Airport Special Facility Revenue Bonds, Series 1990 (the "Bonds") as described in that Indenture of Trust ("Indenture") defined in that Special Facility Use Agreement between Airline and City dated as of July 1, 1990 ("Use Agreement") are issued by City in connection with the redevelopment of the Premises, for the period during which the Bonds are outstanding, the language in the Use Agreement shall be controlling and any language to the contrary herein shall be null and void.

If, pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Article, such compliance shall also serve as compliance with the requirements of this Article.

(b) Subject to the terms of Section 6.02(a) herein and the terms of the Use Agreement defined therein, which shall be controlling, Airline shall keep in force at Airline's expense during the term of this Lease the types of insurance policies specified below with insurance companies of sound and adequate financial responsibility and reasonably acceptable to the City covering all operations under this Lease, including construction performed by Airline or by contractors of Airline.

(c) The kinds and amounts of insurance required are as follows:

(i) Worker's Compensation and Occupational Disease Insurance.

In statutory amounts, covering all employees of the Airline or any contractor or subcontractor of Airline. Employer's liability coverage with limits of not less than \$1,000,000 for each accident or illness shall be included.

(ii) Comprehensive General Liability Insurance.

Comprehensive general liability insurance with limits of not less than \$50,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability. Products/completed operation, independent contractors, explosion, collapse, underground, pollution (if available at commercially reasonable rates) and contractual liability coverages are to be included. The City is to be named as an additional insured.

(iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with the work to be performed, Airline or its contractors shall maintain Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(iv) All Risk Builders Risk Insurance.

When Airline undertakes any construction, including improvements, betterments, and/or repairs on the Premises, Airline shall, at Airline's expense, maintain adequate All Risk Builder's Risk Insurance during the construction of the work. Such insurance shall be written to cover both the contractor and the City.

(v) Property All Risk Insurance.

Airline shall maintain All Risk Property Insurance in the amount of full replacement value of the Premises naming the City as an additional insured.

(vi) Professional Liability.

When any architects, engineers, or consulting firms perform work related to Airline's obligations under this Lease, the contractor shall maintain professional liability insurance with limits agreed to by City in connection with its approval of such work under Section 4.01. The City shall be named as an additional insured under such policies.

(vii) Valuable Papers Insurance.

When any plans, designs, drawings, specifications and documents are produced or used under this Lease, Airline 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.

Failure to carry or keep insurance in force as required hereby shall constitute a material breach of this Lease, and the City maintains the right to stop any construction work until such breach is cured and evidence thereof satisfactory to City is provided by Airline.

The insurance shall provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, cancelled, or non-renewed.

Section 6.03 Damage To Improvements.

- (i) Subject to the terms of Section 6.02(a) herein and the terms of the Use Agreement defined therein, which shall be controlling, if any buildings or improvements located on the Premises are damaged or destroyed, Airline shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. As soon as possible after such damage or destruction, Airline shall reconstruct and replace all damaged or destroyed improvements in accordance with the approved plans and specifications and shall use insurance proceeds available from the policies carried for such purposes after deduction for any expenses of City in collecting and/or administering the disbursement of such insurance proceeds. Any funds needed to pay for such reconstruction in excess of available insurance proceeds shall be furnished by Airline.
- (ii) In the event of any damage to or destruction of any buildings or improvements which City and Airline jointly determine has substantially destroyed the improvements such that they should not be repaired or restored, Airline shall cause such buildings or improvements to be demolished to the ground level and the debris removed, using the insurance proceeds for such purpose, and City shall make such proceeds available to

Airline for such purpose. In such event, Airline may by further notice to City elect to terminate this Lease effective on the date of giving such notice, which termination, however, shall not affect any rights and obligations of City and Airline arising under this subsection (ii).

- (iii) With respect to any insurance proceeds paid on the occasion of damage or destruction of any buildings or improvements on the Premises, and after all repairs, demolitions or removals are completed as required by this Section 6.03, then any unused balance of such proceeds shall be paid to City.

#### Section 6.04

Should the City determine that the types and amounts of insurance coverages required by this Article VI are inadequate, City may, upon thirty (30) days advance notice to Airline, require a modification of such insurance to the extent reasonably required to cure such inadequacy.

#### Section 6.05 Proof Of Insurance.

On or before the Effective Date Airline will furnish the City, Department of Aviation, attention: Commissioner, copies of certificates of insurance evidencing the coverage required herein. Said certificates 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 companies. Airline shall notify Commissioner at least thirty (30) days in advance of any change in any policies of insurance maintained by Airline pursuant to this Lease, and Airline shall furnish Commissioner, within such thirty-day period, a revised certificate of insurance showing that such changes in policy are consistent with the requirements of this Lease. With respect to renewals, Airline shall provide the Commissioner with details of renewal coverage on or prior to the expiration of any coverage.

#### Section 6.06

Airline expressly understands and agrees that any insurance protection furnished by Airline hereunder shall in no way limit its responsibility to indemnify and hold harmless the City where and as stated under the provisions of this Lease.

*Article VII.*

*Rules And Regulations.*

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by city, county, state and federal authorities and, in particular, Airline agrees at all times to comply with any master security plan and procedures for the Airport as may be established by City from time to time. In emergency cases City shall deliver to Airline such emergency rules and regulations as promptly as practical, and Airline shall not be deemed in violation thereof or hereof in the absence of such delivery to Airline pursuant to the notice provisions hereof.

City shall provide Airline with five (5) sets of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, subsequent rules and regulations promulgated by City shall be applicable to Airline fifteen (15) days after notice of the adoption thereof.

City shall not be liable to Airline for injury to persons or damage to property of Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the sole negligence of the City. In no event shall City be liable for any loss of revenues to Airline as a result of negligence on the City's part.

Except as otherwise expressly set forth herein, City reserves the right, in its sole discretion, to regulate, police and further develop, improve, reconstruct, modify, or otherwise alter the Airport.

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 VIII.*

*Exercise By City Of Governmental Functions.*

Nothing contained in the Lease 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 produce necessary permits or licenses, provided such requirement is not inconsistent with the rights and privileges granted to Airline hereunder.

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

*Article IX.**Termination By City.*

## Section 9.01

City may terminate this Lease and the term created hereby by giving Airline sixty (60) days advance written notice upon or after the happening and during the continuance of any one of the following events:

- (a) The filing by Airline of a voluntary petition in bankruptcy or if any involuntary petition in bankruptcy shall be filed against Airline under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof. In such event, the amounts due and to become due under the terms of this Lease shall be accelerated and become due and payable.
- (b) The admission, in writing, by Airline of its inability to meet its debts as they mature.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any federal reorganization act.
- (d) The appointment of a receiver of any, all, or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of all or substantially all its assets for the benefit of its creditors.
- (f) The abandonment by Airline of its conduct of air transportation at the Airport or the vacation of the entire Premises during the term of this Lease.
- (g) The default by Airline in the performance of any covenant or agreement contained in this Lease, including, but not limited to, Airline's agreement to pay rent under Article III hereof, or any other covenant or agreement required to be performed by Airline in the Use Agreement and the failure of Airline or the Trustee as defined in the Indenture, to remedy such default within a period of sixty (60) days after notice to the Airline and the Trustee to remedy the same.



- (h) Upon a determination by the City that the Premises are necessary for the construction of capital improvements or redevelopment of the Airport, which improvements require the demolition of the Premises or substantially impair Airline's use and occupancy of the Premises. In such event City shall make a good faith effort to provide replacement land at the Airport for Airline. Any termination by City under this Subsection (h) shall be effective after the giving of eighteen (18) months prior written notice to Airline. City further agrees to reimburse Airline for any unreimbursed rehabilitation costs (incurred by Airline pursuant to Section 4.03 above), less depreciation, upon terms and conditions that are acceptable to City and Airline.
- (i) The failure of Airline to comply with any applicable Environmental Requirements. City, at its election, may, alternatively, enter the premises and take necessary measures to insure compliance with any Environmental Requirements, all at Airline's expense.
- (j) The failure by Airline to issue to the City on or before September 30, 1990 a certificate certifying that Airline and such additional airlines as may be necessary to constitute a Majority-in-Interest under the Airport Use Agreement and Terminal Facilities Lease dated December 2, 1985 by and between Airline and the City, have approved the Airport Maintenance Complex Project for Airport in an amount not to exceed \$11,000,000.

#### Section 9.02

Further, the City if it so elects, with or without notice or demand, may treat the occurrence of any one or more of the events enumerated in Section 9.01 (except for subsection (h) thereof) as a breach of this Lease, which breach shall be effective upon expiration of the applicable cure or notice periods set forth in Section 9.01. Thereupon, at its option, City may with or without notice or demand of any kind to Airline or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided elsewhere herein or at law or equity:

(a) City may terminate this Lease and the term created hereby, in which event all rent provided to be paid by Airline for the balance of the term shall immediately become due and payable and City may forthwith repossess the Premises and be entitled to recover forthwith as damages (a) all of the rent accrued and unpaid for the period up to and including such termination date, (b) any other sums for which Airline is liable or in respect of which Airline has agreed to indemnify City under any provisions of this Lease which may be then due and owing, and (c) a sum of money equal to the value of the rent provided to be paid by Airline for the balance of the term, less the fair market rental value of the Premises for said period ("Rental Value"), and plus any other sum of money and damages owed by Airline to City under the terms of this Lease and in consequence of Airline's breach thereof. Should the Rental Value exceed the value of the rent provided to be paid by Airline for the balance of the term of the Lease, City shall have no obligation to pay to Airline the excess or any part thereof.

(b) City may terminate Airline's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise as provided in this section without terminating this Lease or releasing Airline in whole or in part, from Airline's obligation to pay rent hereunder for the full term. Upon and after entry into possession without termination of this Lease, City may relet the Premises or any part thereof for the account of Airline, for such rent, for such time, and upon such terms as shall be satisfactory to City and City shall not be required to accept any tenant offered by Airline nor to observe any instructions given by Airline about such reletting. For the purpose of such reletting, City is authorized to make any repairs, alterations or additions in or to the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such repairs, changes, alterations and additions and the other expenses of such reletting and of the collection of the rent accruing therefrom to equal or exceed the rent provided for in this Lease for the balance of its term, Airline shall satisfy and pay such deficiency upon demand therefor.

If City exercises the remedies provided for above, Airline shall surrender possession and vacate the Premises immediately and deliver possession thereof to City, and Airline hereby grants to City full and free license to enter into and upon the Premises in such event and take complete and peaceful possession of the Premises, with or without process of law, to expel or remove Airline and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property and without relinquishing City's right to rent or any other right given to City hereunder or by operation of law.

All property removed from the Premises by City pursuant to any provisions of this Lease or by law may be handled, removed or stored in a commercial warehouse or otherwise by the City at the risk, cost and expense of Airline, and City shall in no event be responsible for the value, preservation or safekeeping thereof. Airline shall pay City, upon demand, any and all expenses incurred by City in such removal and storage charges against such property so long as the same shall be in City's possession or under City's control. All property not removed from the Premises or retaken from storage by Airline within forty-five (45) days after the end of the term, however terminated, shall be conclusively deemed to have been forever abandoned by Airline.

Airline shall pay all of City's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing Airline's obligations under this Lease.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions. No failure by City to timely bill Airline for any rentals, fees or charges of any kind shall in any way affect or diminish Airline's obligation to pay said amounts. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver,

shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

*Article X.*

*Termination By Airline.*

Section 10.01 Termination -- General.

Airline may terminate this Lease and all of its obligations hereunder if (i) Airline is not in default in the payment of any amount due from it to City, (ii) there are no City issued or special facility bonds or other government financing instruments in connection with the Premises remaining unpaid or unsatisfied, (iii) there are no other restrictions on Airline's ability to terminate this Lease contained in any other document or instrument related to the Premises or the operation thereof, and (iv) upon or after the happening and during the continuance of any one of the following events, none of which, however, shall result in any liability to the City or provide Airline with any remedy other than an option to terminate as set forth herein:

- (a) The failure or refusal of the F.A.A. to approve all operations into and from the Airport for all types of aircraft operated by Airline and the continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any negligence of Airline.
- (b) 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 prevent Airline's use of the Premises in its conduct of its air transportation business and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (c) The substantial restriction of City's operation of the Airport by action of any governmental agency or department and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects all of Airline's operations at the Airport.

Section 10.02 Termination In Event Of Default By City.

In the event of a default by City in the performance of any covenant or agreement required to be performed by City herein and the failure of City to remedy such default within a period of sixty (60) days after receipt from Airline of a notice to remedy the same, then Airline shall have the right to terminate this Lease. However, if such default is not remediable within sixty (60) days and if the City is diligently proceeding to cure such

default, and such default does not disturb Airline's quiet enjoyment of the Leased Premises, then the City shall have such reasonable amount of time as is necessary to cure such default, and in the absence of a full cure by City within such time, then Airline shall have the right to terminate this Lease.

#### Section 10.03 Miscellaneous Provisions.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Any termination by Airline pursuant to this Article X shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination or intent to terminate thirty (30) days prior to such termination together with a statement of the grounds for termination. If Airline does not give such notice during the period that any of the above events is occurring, then Airline's right to terminate this Lease as provided in this Article X shall not be available to Airline until another happening of any one of said events.

#### *Article XI.*

##### *Right Of Airline To Remove Property.*

Airline shall be entitled during the term of the Lease and for a period of ten (10) days after its termination to remove from the Premises or any part thereof, all aircraft, trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by Airline pursuant to the Lease, subject to any valid lien which City may have thereon for unpaid fees or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal, reasonable wear and tear excepted.

#### *Article XII.*

##### *Special Provisions.*

#### Section 12.01 Consents And Approvals.

Consents and approvals by the City Comptroller, the Commissioner of Public Works, or

the Commissioner, as the case may be, shall be in writing and shall not be unreasonably delayed. After receipt of written request from Airline for such consent or approval, the City Comptroller, the Commissioner of Public Works, or the Commissioner, as the case may be, shall use reasonable efforts to give Airline a written reply refusing or withholding action on such consent or approval and stating the reasons for such refusal or such withholding of action within ninety (90) days of such request.

#### Section 12.02 Notices.

All notices to City provided for herein shall be in writing and may be sent by registered or certified mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, 20 North Clark Street, Suite 3000, Chicago, Illinois 60602, with a copy to the Deputy Commissioner of Aviation-Midway, 5700 South Cicero Avenue, Chicago, Illinois 60638, or to such other persons or addresses 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 or certified mail, postage prepaid, addressed to Airline, 5959 South Cicero Avenue, Chicago, Illinois 60638, Attention: Vice President, Properties and Facilities, or such other persons or addresses as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

#### Section 12.03 Severability.

In the event any covenant, phrase, clause, paragraph, section, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision contained in this Lease.

#### Section 12.04 Liens, Sublease And Assignment Of Premises.

Airline shall not, without the prior written consent of City in each instance, which consent shall be in City's sole and absolute discretion, (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it; (ii) allow to exist or occur any transfer of or lien upon this Lease or Airline's interest herein by operation of law; (iii) sublet the Premises or any part thereof; or (iv) permit the use or occupancy of the Premises, or any part thereof for any purpose not provided for herein or by anyone other than Airline, its Related Parties and their respective employees. City has the absolute right to withhold its consent without giving any reason whatsoever, except as herein expressly provided to the contrary. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges

hereunder be an asset of Airline under any bankruptcy, insolvency or reorganization proceedings.

Airline shall, by notice in writing advise City of its intention from, on and after a stated date (which shall not be less than sixty (60) days after the date of Airline's notice) to assign or transfer its interest under this Lease or sublet any part or all of the Premises for the balance or any part of the term hereof ("Original Notice"), and, in such event, City shall have the right, to be exercised by giving written notice to Airline within thirty (30) days after receipt of Airline's notice to terminate this Lease with respect to the space therein described as of the date stated in Airline's notice. Within fifteen (15) days following receipt of City's notice to terminate, Airline may, at its option and by written notice to City, withdraw its Original Notice of intent to assign, transfer interest or sublet, in which event City's termination notice shall be without force and effect. Airline's Original Notice shall state the name and address of the proposed subtenant or assignee and a true and complete copy of the proposed sublease or assignment and all related documents shall be delivered to City with said notice. If Airline's Original Notice shall cover all of the Premises, and if City shall give the aforesaid termination notice with respect thereto, the term of this Lease shall expire and end on the date stated in Airline's Original Notice as fully and completely as if that date had been herein definitely fixed for the expiration of the term. If, however, this Lease be terminated pursuant to the foregoing with respect to less than the entire Premises, the rent shall be adjusted on the basis of the number of square feet retained by Airline in proportion to the number of square feet of the entire Premises, and this Lease, as so amended, shall continue thereafter in full force and effect. If City, upon receiving Airline's Original Notice, shall not exercise its right to terminate as aforesaid, City will not unreasonably withhold its consent to Airline's assignment or subletting the area covered by its notice; provided, however, that in addition to other circumstances under which City's consent may be withheld, Airline agrees that the withholding by City of its consent to Airline's assignment or subletting the portion of the Premises covered by its notice will not be deemed "unreasonable" if (i) the proposed assignee or subtenant is disreputable, non-creditworthy or otherwise not in keeping with the nature or class of tenants in the Airport, (ii) the use of the Premises by the proposed assignee or subtenant would, in City's judgment, adversely affect the operation of the Airport, (iii) there is in existence at the time of such Original Notice any sublease of the Premises or prior assignments or partial assignments of this Lease, and (iv) City and Airline fail to agree on the economic terms (including rentals) governing any sublease following good faith negotiations in respect thereof. If this Lease is terminated in whole or in part as aforesaid, City shall be free to deal directly with any such proposed assignee or sublessee without any responsibility or liability to Airline on account thereof.

Consent by City to any assignment, subletting, use or occupancy, or transfer shall not operate to relieve, release or discharge Airline of or from any obligations, whether past, present or future, under this Lease, and Airline shall continue fully liable hereunder except to the extent, if any, expressly provided for in such consent. Consent by City in any one instance shall not be deemed to be a consent to or relieve Airline from obtaining City's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Consent by City shall be conditioned upon agreement by the subtenant or subtenants or assignees to comply with and be bound by all of the terms, covenants, conditions, provisions and agreements of this Lease to the extent of the space sublet or assigned, and Airline shall deliver to City within thirty (30) days after execution, an executed copy of each such

sublease or assignment containing an agreement of compliance by each such subtenant and assignee. Airline shall pay all of City's costs, charges and expenses, including attorney's fees, incurred in connection with any assignment or sublease requested or made by Airline.

Notwithstanding the requirements contained in this Section 12.04 for obtaining the consent of the City, the Commissioner shall have the power to give or withhold such consent in those instances where Airline is proposing to assign or sublease less than all of the Premises.

#### Section 12.05 Remedies Cumulative.

The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

#### Section 12.06 Headings.

The article and section headings contained in the Lease are for convenience of reference only and are not intended to define, limit or describe the scope of intent of any provision of this Lease.

#### Section 12.07 Successors And Assigns.

All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 12.04 above, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### Section 12.08 Construction.

This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

#### Section 12.09 Counterparts.

This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

#### Section 12.10 Surrender Of Possession.

If Airline abandons the Premises, or if this Lease is terminated by either party, Airline's right to possession of the Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Premises immediately in good condition, normal wear and tear excepted, and City shall have the right to enter into and upon the Premises or any part thereof, to take possession thereof, as against Airline and any other person claiming through Airline and to expel and remove Airline and any other person claiming through Airline who may be occupying the Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due the City by Airline hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

#### Section 12.11 Airport Noise Restrictions.

Airline understands that the Airport is currently the subject of a Part 150 Noise Study. Airline agrees to abide by any guidelines, rules or regulations for the Airport which result from this study and which are applicable to the use of the Premises as an aircraft maintenance and testing facility.

#### Section 12.12 Submission To Jurisdiction.

The Airline hereby irrevocably submits 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 Lease. Both parties agree that service of process on the other party may be made, either by registered or certified mail addressed as provided for in Section 13.02 of this Lease, or by personal delivery on any officer, director or managing or general agent of the Airline or on the Commissioner.

#### Section 12.13 No Partnership, Joint Venture Or Third Party Benefit.

By entering into this Lease, City shall in no way be deemed a partner or joint venturer with Airline, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this Lease.



Section 12.14 Termination Of Prior Lease.

City and Airline previously entered into a lease for the Premises dated January 19, 1990 that is currently in effect, and upon the execution hereof, both parties hereby terminate said lease as of the Effective Date. Notwithstanding said termination, Airline shall continue to be obligated and liable for any obligations arising or accruing with respect to said lease prior to its termination.

Section 12.15 Incorporation Of Exhibits.

Exhibits A through D attached hereto are incorporated herein as if set forth fully at each reference to any exhibit herein.

In Witness Whereof, The City has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council, and its seal to be hereunto affixed and attested by the City Clerk of the City, and Airline has caused this instrument to be executed on its behalf by its Vice President -- Legal Affairs and Secretary and its corporate seal to be hereunto affixed and attested by any assistant secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

City of Chicago,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved:

\_\_\_\_\_  
Commissioner of Aviation

\_\_\_\_\_  
City Comptroller

Approved As To Form And Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

Midway Airlines, Inc.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Assistant Secretary

[Exhibits "A" through "D" attached to this Amended and Restated  
Hangar Facilities Lease printed on pages 19246  
through 19252 of this Journal.]

Exhibit "A"

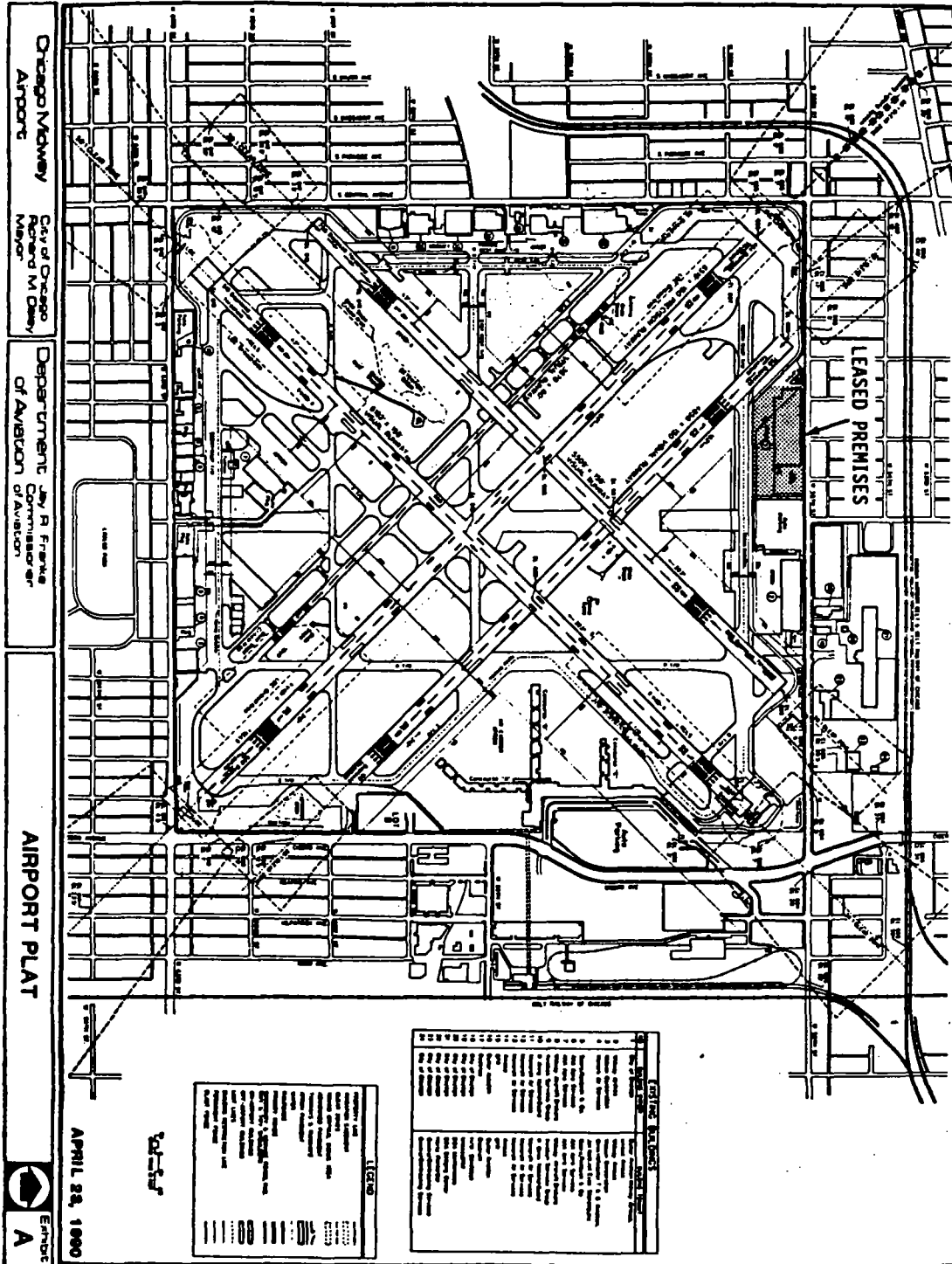
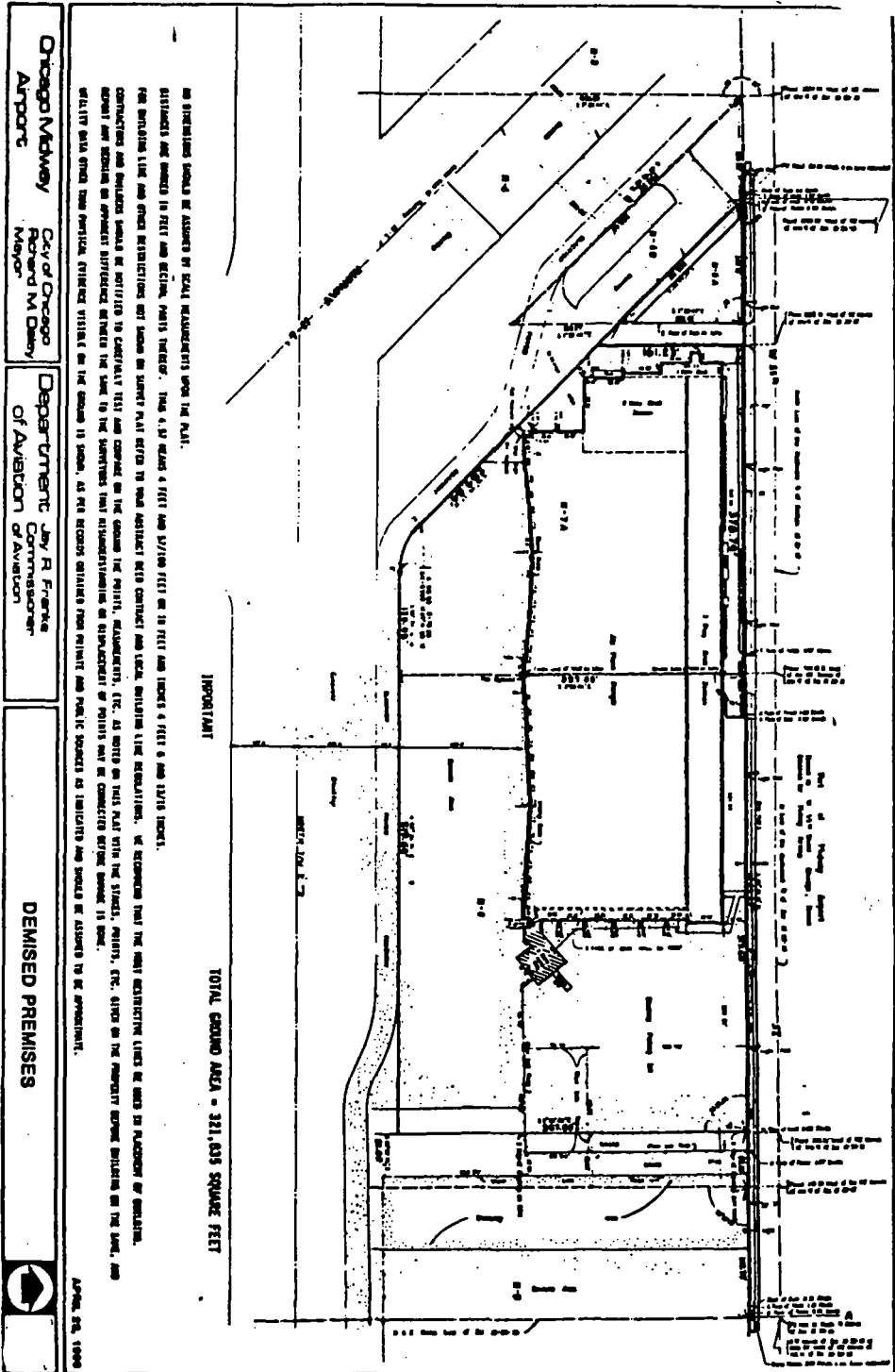


Exhibit "B"  
(Page 1 of 4)



NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THIS PLAN. DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. THOSE 4.5' SPACES 4 FEET AND 5/16" FEET ON 10 FEET AND 10 FEET 6 FEET 6 FEET AND 12 1/2" SPACES, THE BUILDING LINE AND OTHER RESTRICTIONS SET FORTH ON SURVEY PLAT 6779 TO YOUR SUBJECT SITE CONTACT AND LOCAL UTILITIES LINE REGULATIONS. WE RECOMMEND THAT THE MOST RESTRICTIVE LINES BE USED IN PLACEMENT OF CONDUITS, CONDUITS AND BUILDING SHOULD BE NOTIFIED TO CONTRACTOR'S FIELD AND CONTROL ON THE GROUND THE POINTS, MEASUREMENTS, ETC. AS NOTED ON THIS PLAN WITH THE STREET, ALLEYS, ETC. OTHER ON THE PROPERTY BOUNDARIES ON THE LAND, AND REPORT AND RECORD ON APPLICABLE DIFFERENCES BETWEEN THE SAME TO THE SURVEYORS THAT ESTABLISHMENT OF DIMENSIONS OF POINTS MAY BE CONSIDERED BEFORE WORK IS DONE. UTILITY DATA OTHER THAN UTILITIES VISIBLE ON THE GROUND IS SHOWN, AS PER RECORDS OBTAINED FROM PRIVATE AND PUBLIC SOURCES AS INDICATED AND SHOULD BE ASSUMED TO BE APPROXIMATE.

IMPORTANT

TOTAL GROUND AREA = 321,035 SQUARE FEET

Chicago Midway Airport  
City of Chicago  
Raymond M. Deary  
Mayor

Department of Aviation  
Jay R. Franke  
Commissioner  
of Aviation

DEMISED PREMISES



April 29, 1988

**Exhibit "B"**  
**(Page 2 of 4)**

Parcel N-7A

That part of the northwest quarter of Section 16, Township 38 North, Range 13, East of the Third Principal Meridian, bounded and described as follows:

commencing at a point on the north line of said northwest quarter, a distance of 728.12 feet west of the northeast corner of said northwest quarter; thence south 1 degree 33 minutes 44 seconds east, along a line drawn perpendicular to said north line, 33.00 feet to the point of beginning of the following described tract; thence continuing south 1 degree 33 minutes 44 seconds east, along said perpendicular line, 387.00 feet to a point on a line drawn 420.00 feet south of and parallel with said north line; thence south 88 degrees 26 minutes 16 seconds west, along said parallel line, 120.06 feet to a point of curvature; thence northwesterly 58.56 feet along the arc of a circle of radius 75.00 feet convex southwesterly whose chord bears north 69 degrees 11 minutes 35 seconds west, 57.09 feet to a point of tangency, said point being on a line drawn 250.00 feet northeasterly of and parallel with the center line of Runway 13L-31R of Midway Airport; thence north 46 degrees 49 minutes 27 seconds west, along the aforesaid parallel line 289.89 feet to a point on a line drawn perpendicular to said north line and passing through a point on said north line 1,106.91 feet west of said northeast corner; thence north 1 degree 33 minutes 44 seconds west, along said perpendicular line, 161.23 feet to a point on a line drawn 33.00 feet south of and parallel with said north line; thence north 88 degrees 26 minutes 16 seconds east, along said parallel line 378.79 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Area = 120,750 square feet or 2.7720 acres

**Exhibit "B"**  
**(Page 3 of 4)**

Parcel N-8

That part of the northwest quarter of Section 16, Township 38 North, Range 13, East of Third Principal Meridian, bounded and described as follows:

commencing at a point on the north line of said northwest quarter, a distance of 728.12 feet west of the northeast corner of said northwest quarter; thence south 1 degree 33 minutes 44 seconds east, along a line drawn perpendicular to said north line, 33.00 feet to the point of beginning of the following described tract; thence continuing south 1 degree 33 minutes 44 seconds east, along said perpendicular line 387.00 feet to a point on a line drawn 420.00 feet south of and parallel with said north line; thence north 88 degrees 26 minutes 16 seconds east, along said parallel line, 519.60 feet to a point on a line drawn perpendicular to said north line and passing through a point on said north line 206.52 feet west of said northeast corner; thence north 1 degree 33 minutes 44 seconds west, along said perpendicular line, 387.00 feet to a point on a line drawn 33.00 feet south of and parallel with said north line; thence south 88 degrees 26 minutes 16 seconds west, along said parallel line, 519.60 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Area = 201,085 square feet or 4.6163 acres

**Exhibit "B"**  
**(Page 4 of 4)**

Hangar No. 2 Space Allocation

West Hangar Bay	44,890	
Office and Service Areas		55,030
First Floor -- Shop Area	10,140	
-- Storage/Garage	9,360	
Second Floor -- Office Area	21,136	43,317
Third Floor -- Office Area	12,821	
East Hangar Bay	49,452	
Office and Service Areas		61,092
First Floor -- Shop Area	11,640	
Second Floor -- Office Area	11,420	
Third Floor -- Office Area	11,524	22,944

Exhibit "C"

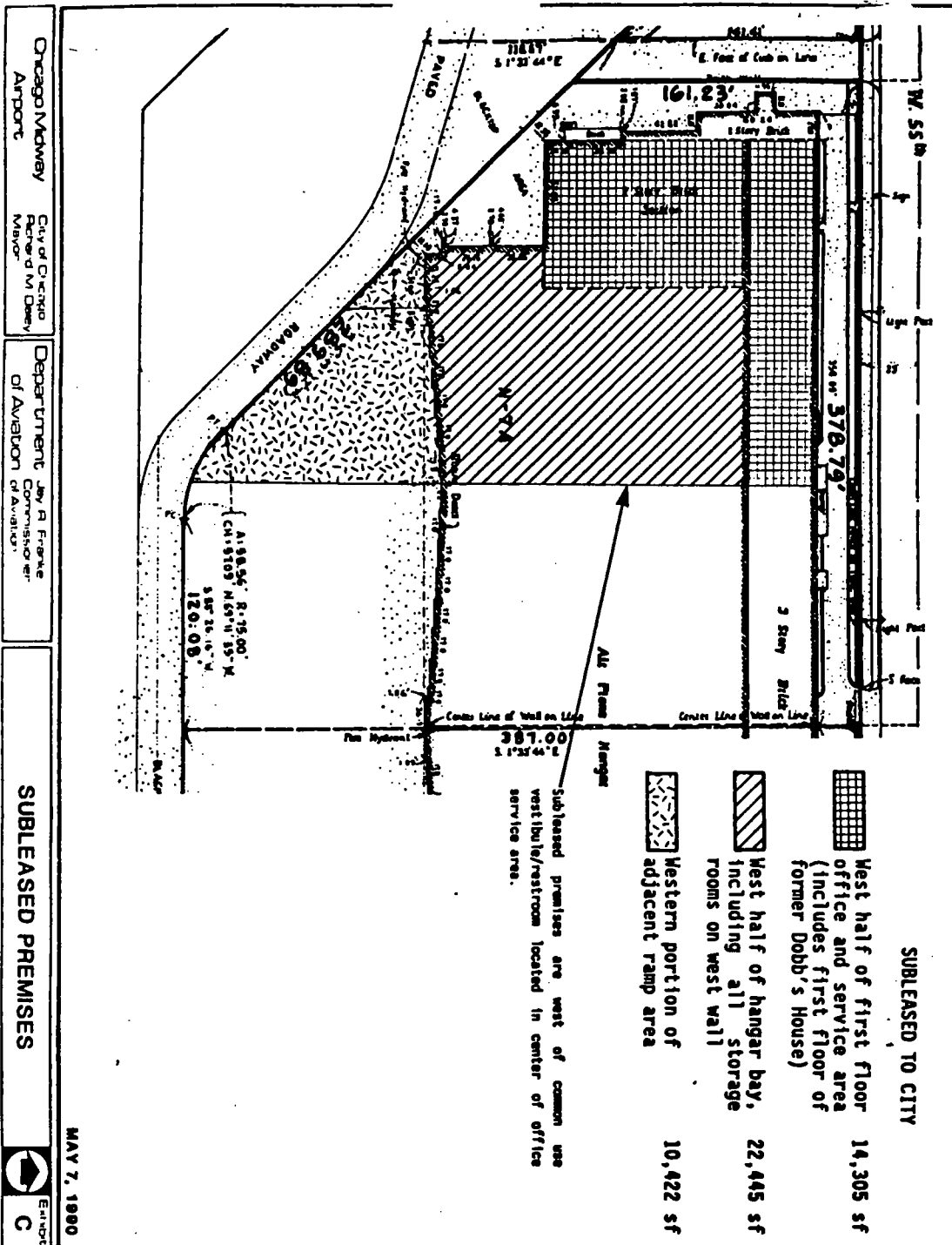
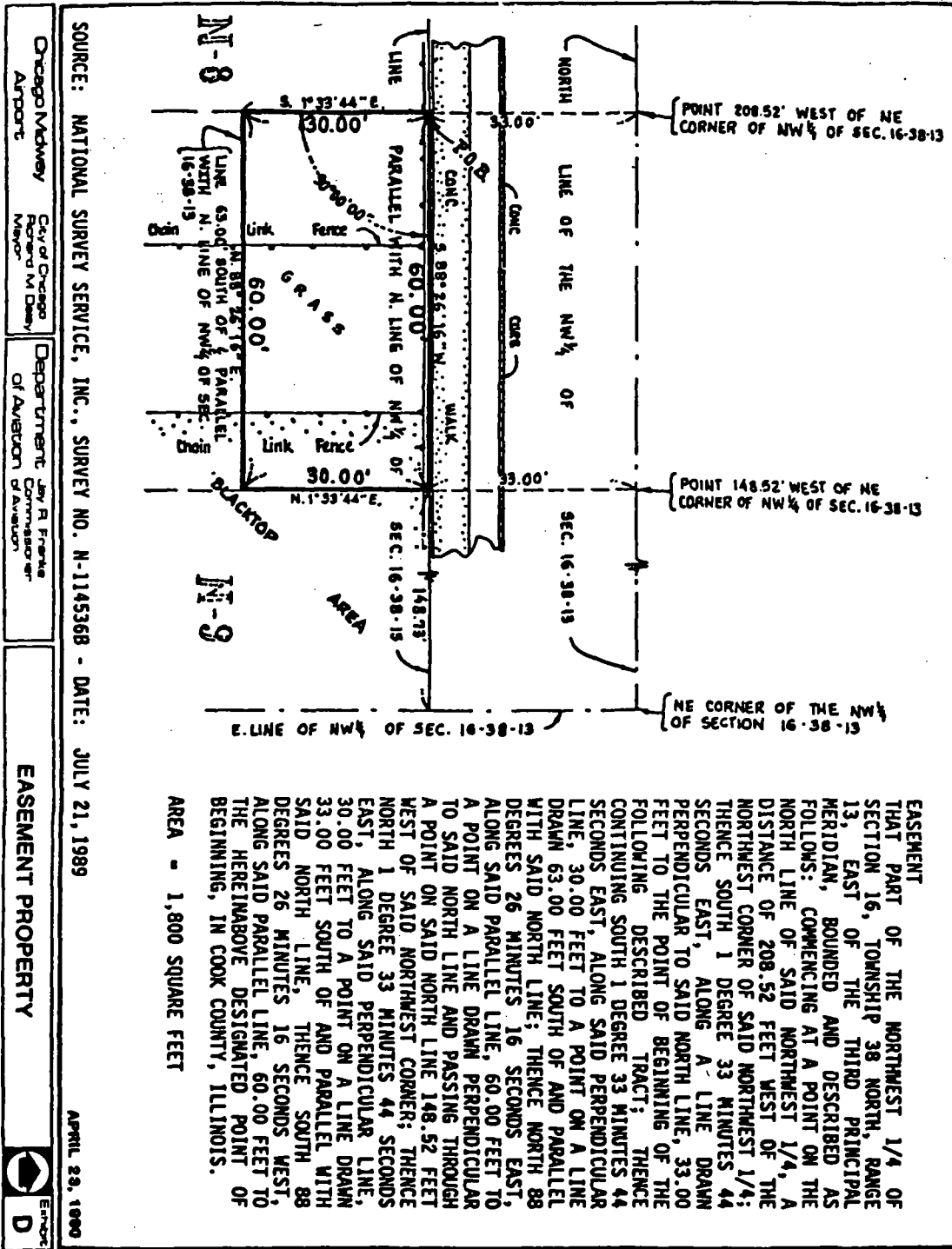




Exhibit "D"



EASEMENT THAT PART OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 208.52 FEET WEST OF THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 1 DEGREE 33 MINUTES 44 SECONDS EAST, ALONG A LINE DRAWN PERPENDICULAR TO SAID NORTH LINE, 33.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED TRACT; THENCE CONTINUING SOUTH 1 DEGREE 33 MINUTES 44 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 30.00 FEET TO A POINT ON A LINE DRAWN 63.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE NORTH 88 DEGREES 26 MINUTES 16 SECONDS EAST, ALONG SAID PARALLEL LINE, 60.00 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO SAID NORTH LINE AND PASSING THROUGH A POINT ON SAID NORTH LINE 148.75 FEET WEST OF SAID NORTHWEST CORNER; THENCE NORTH 1 DEGREE 33 MINUTES 44 SECONDS EAST, ALONG SAID PERPENDICULAR LINE, 30.00 FEET TO A POINT ON A LINE DRAWN 33.00 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE; THENCE SOUTH 88 DEGREES 26 MINUTES 16 SECONDS WEST, ALONG SAID PARALLEL LINE, 60.00 FEET TO THE HERETIMABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 1,800 SQUARE FEET

SOURCE: NATIONAL SURVEY SERVICE, INC., SURVEY NO. N-1145368 - DATE: JULY 21, 1989

APRIL 23, 1990

Chicago Midway Airport  
 City of Chicago  
 Richard M. Daley  
 Department of Aviation  
 Jay R. Frank  
 Commissioner  
 EASEMENT PROPERTY



EXECUTION OF RIGHT OF ENTRY AGREEMENT WITH KLM  
ROYAL DUTCH AIRLINES FOR CONSTRUCTION OF  
DRAINAGE PIPELINE AND OIL SEPARATORS  
AT CHICAGO O'HARE INTERNATIONAL  
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 30, 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, authorizing the KLM Royal Dutch Airlines a right of entry for construction of a drainage pipeline and oil separators along an easement between KLM's cargo facility (under construction) and Lake O'Hare at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns, controls and operates the Chicago-O'Hare International Airport ("Airport") in Chicago, Illinois, and possesses the power and authority to grant rights and privileges with respect thereto; and

WHEREAS, The City and KLM Royal Dutch Airlines ("Airline") are presently negotiating the terms of a lease for a new cargo facility to be utilized by Airline in the Southwest Cargo Area at the Airport; and

WHEREAS, Airline has commenced the construction of the new cargo facility ("Facility") in the Southwest Cargo Area, in accordance with that certain right of entry agreement executed by the parties and approved by the City Council by ordinance adopted May 25, 1990, in order to be able to vacate its existing facilities in the East Cargo Area which are scheduled for demolition; and

WHEREAS, Airline has agreed to provide to the City a \$350,000 irrevocable letter of credit for protection against any costs incurred by the City because the Airline continues to occupy its existing facilities in the East Cargo Area; and

WHEREAS, Airline requests a right of entry from the City in order to permit the construction of a drainage pipeline and oil separators between the Facility and Lake O'Hare serving in part the Facility; now, therefore,

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

SECTION 1. The Commissioner of Aviation is authorized to accept on behalf of the City of Chicago an irrevocable letter of credit from the Airline in the amount of \$350,000. The Commissioner of Aviation is further authorized to obtain additional security and execute agreements with Airline for the purpose of protecting the City from any losses or damage arising from Airline's occupancy of its present cargo facility, to the extent deemed appropriate by the Commissioner of Aviation. The letter of credit and any additional security or any agreements shall be in a form acceptable to the Corporation Counsel.

SECTION 2. 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 as Exhibit A.

SECTION 3. Provided that Airline completes the construction of the improvements in accordance with the terms of the right of entry agreement, executes the lease with the City concerning its proposed facility in the Southwest Cargo Area and completes construction of the cargo facility, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, to a grant of easement from the City to Airline, the terms of said easement to be negotiated by the Commissioner of Aviation, on behalf of the City, and Airline.

SECTION 4. This ordinance shall take effect from and after its passage.

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

*Exhibit "A".**Right Of Entry Agreement.*

This Right of Entry Agreement ("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").

*Recitals:*

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 ("Premises") located at the Airport commonly known as Site C in the Southwest Cargo Area depicted on (Sub)Exhibit "A" attached hereto for the purpose of constructing a new cargo facility ("Facility"); and

Whereas, The parties are presently negotiating the terms of the lease for the Premises and expect the lease to be executed upon successful completion of negotiations between the parties and approval by the City Council; and

Whereas, Airline has commenced the construction of the Facility, in accordance with the provisions of that certain right of entry agreement executed by the parties and approved by the City Council of the City by ordinance adopted May 25, 1990, 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 into that certain portion of the Airport indicated on (Sub)Exhibit "B" attached hereto ("Property") for the purposes of constructing a pipeline and oil separators to serve as a drainage way from the North-South Taxiway to Lake O'Hare; and

Whereas, The drainage way shall serve and benefit 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 and expense a right of entry to the Property for the sole and limited purpose of constructing a pipeline and oil separator ("Improvements") to serve as a drainage way from the North-South Taxiway to Lake O'Hare. Airline understands and agrees that Airline's activities on the Property shall be limited to the construction and operation of the Improvements and to the boundaries of the Property. Any use by Airline outside the boundaries of the Property shall be permitted only upon the written authorization of the Commissioner of Aviation ("Commissioner").

The City, acting through the Commissioner, 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, it is necessary for any function or activity of the Airport (whether by the 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, including without limitation, F.A.A. Form 7460-1 (notice of proposed construction or alteration), and other necessary governmental approvals. Upon such conditions being met, the Commissioner will notify Airline in writing permitting access to the Property.

The 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 the construction or the operation of the 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.

The City makes no warranty concerning the environmental condition of the Property or the adequacy of the Property for any uses permitted by City to Airline pursuant to the terms of the Agreement. Airline, in conducting any activity on the Property, shall comply with all requirements of any federal, state or City agency, including, without limitation, any environmental requirements with regard to the storage, use and disposal of Hazardous Materials and Special Wastes (as such terms are defined below) and regarding the release or threatened release of Hazardous Materials and Special Wastes to the environment. For purposes of the Agreement, "Hazardous Materials" shall refer to: asbestos and asbestos-containing materials, polychlorinated biphenyls (PCBs), oil or any other petroleum products, natural gas, source material, special nuclear material, and by-product materials regulated under the Atomic Energy Act (42 U.S.C. 2011, et seq.), pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136, et seq.), and any hazardous waste, toxic substance or related material, including any substance defined or treated as a "hazardous substance", "hazardous waste", or "toxic substance" (or comparable term) in the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. 1801, et seq.),

the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601, et seq.), the Illinois Environmental Protection Act, (Ill. Rev. Stat. Ch. 111-1/2, Sec. 1001, et seq.), and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute, rule or regulation, or county or municipal law, ordinance, rule or regulation, as amended in each case. For purposes of the Agreement, "Special Wastes" shall refer to those substances as defined in Section 1003.45, Ch. 111-1/2 of the Illinois Environmental Protection Act, and as further referred to in Section 809.103 of 35 Illinois Admin. Code, subtitle G, Ch.1.

## 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 Improvement, 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 the Commissioner and the Commissioner of Public Works, 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 and the Commissioner of Public Works, which approval shall not be unreasonably withheld. The Commissioner of Public Works 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 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 of Public Works 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 of Public Works. 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, within ten (10) days of such provision, may 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, upon request, shall 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 of Public Works with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner of Public Works 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 and airfield operations 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 any proposed temporary alterations or detours intended to maintain public access to the Property 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 therefore. 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 therefore.

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, 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, may 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, in the reasonable opinion of the Commissioner of Public Works, is not acceptable to City, the Commissioner of Public Works 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, the Federal Aviation Administration 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 ("Indemnified Parties") against any and all liabilities, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorneys' fees) (collectively, "Loss") arising out of or in connection with the Property whether or not as a result of the performance of any act or omission by Airline, its agents, employees or contractors 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 and obligations pursuant to the Agreement, it will comply with all applicable laws concerning equal opportunity, nondiscrimination and affirmative action, including, but not limited to, those listed in (Sub)Exhibit "C" attached hereto.

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 Improvements will be spent with Minority Business Enterprises and Women Business Enterprises, respectively, 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, the Commissioner of Public Works or its Supervising Consultant.

## IX.

*Duration.*

The right of entry herein granted shall commence on the execution date of the Agreement and terminate one hundred fifty (150) days from the execution date.

In the event that the parties do not execute a lease for the Premises, Airline, at the City's option, shall 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.

City of Chicago, an  
Illinois municipal corporation

By: \_\_\_\_\_  
Jay R. Franke,  
Commissioner,  
Department of Aviation

Koninklijke Luchtvaart Maatschappij

By: \_\_\_\_\_

[(Sub)Exhibits "A" and "B" attached to this Right of Entry  
Agreement printed on pages 19266 through 19273 of  
this Journal.]

(Sub)Exhibit "C" attached to this Right of Entry Agreement reads as follows:

*(Sub)Exhibit "C".*

*Equal Opportunity, Nondiscrimination And  
Affirmative Action Covenants.*

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.

Airline further agrees that it will abide by all laws relating to unfair employment practices.

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, national origin, handicap or disability, parental status, sexual orientation, 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 Agreement.

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. Act 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 U. S. 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.

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EXECUTION OF SPONSORSHIP AGREEMENT WITH VILLAGE OF  
BENSENVILLE AND ILLINOIS DEPARTMENT OF  
TRANSPORTATION FOR IMPROVEMENTS TO  
BENSENVILLE DRAINAGE DITCH.

The Committee on Aviation submitted the following report:

CHICAGO, July 30, 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 Illinois Department of Transportation to enter onto Chicago O'Hare International Airport to make improvements to the Bensenville Drainage Ditch in order to cut down on flood damage, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

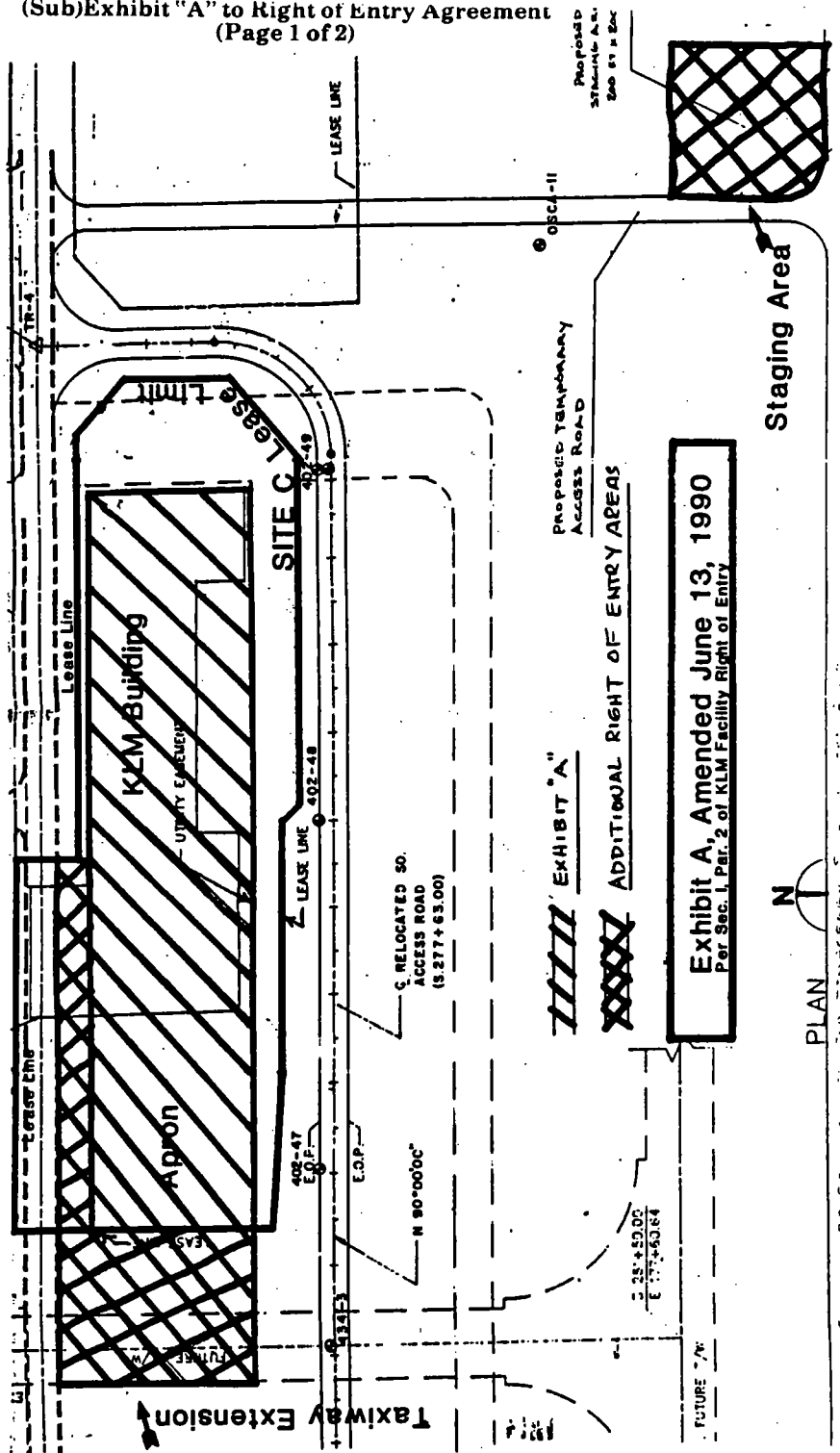
This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

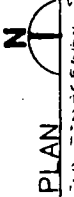
(Signed) THOMAS W. CULLERTON,  
*Chairman.*

(Continued on page 19274)

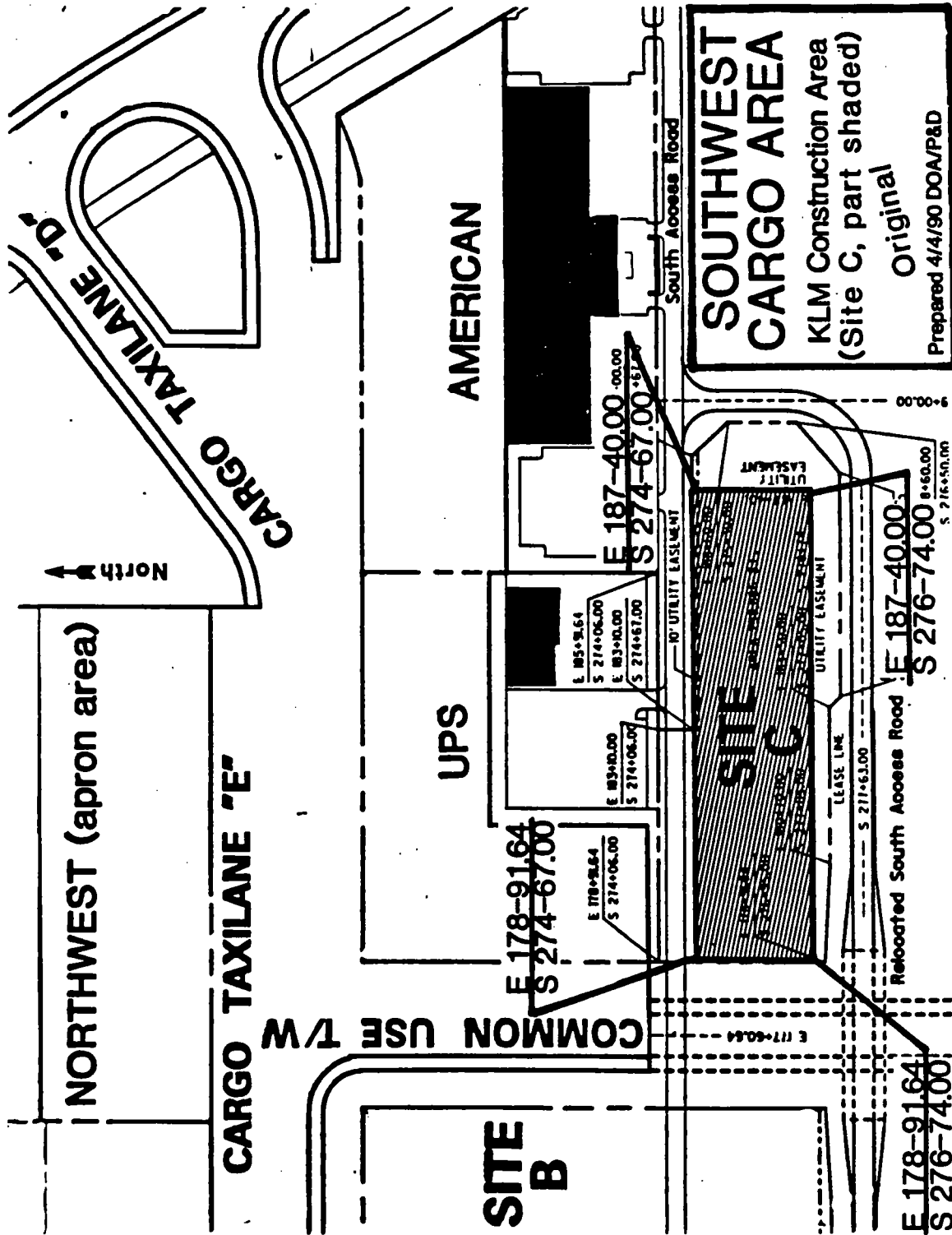
(Sub)Exhibit "A" to Right of Entry Agreement  
(Page 1 of 2)



**Exhibit A, Amended June 13, 1990**  
Per Sec. 1, Para. 2 of KLM Facility Right of Entry



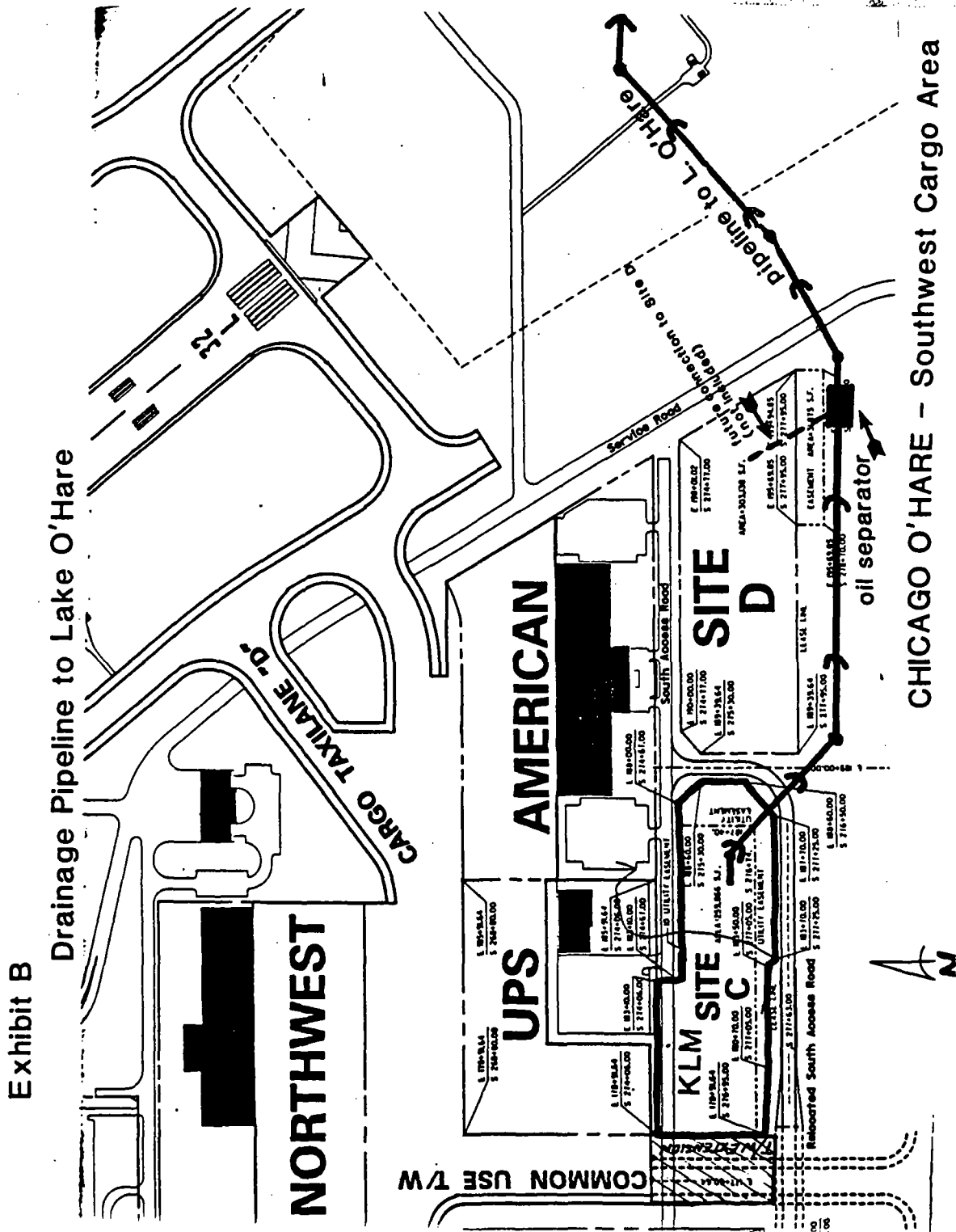
(sub)Exhibit "A" to Right of Entry Agreement  
(Page 2 of 2)



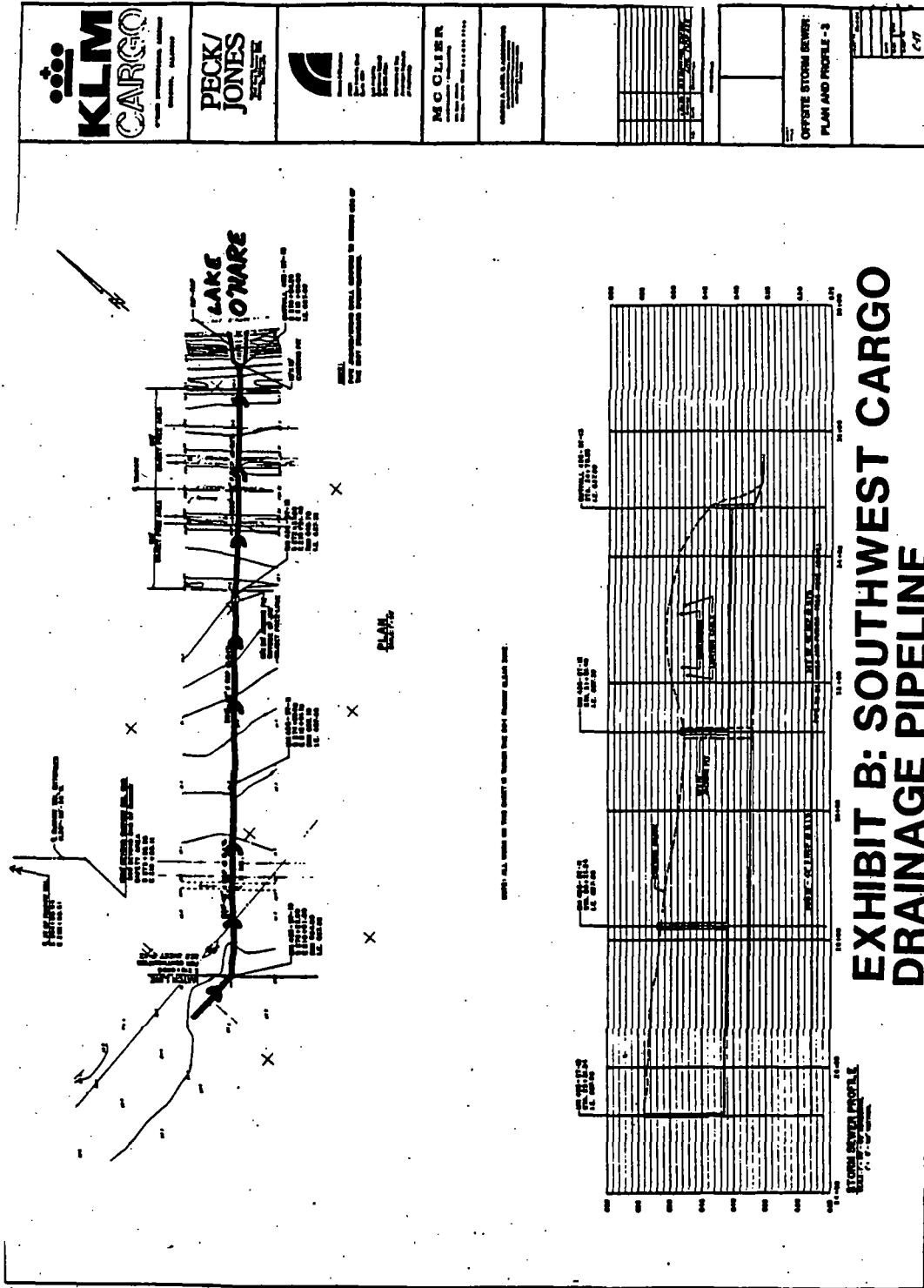
**SOUTH WEST CARGO AREA**  
 KLM Construction Area  
 (Site C, part shaded)  
 Original  
 Prepared 4/4/90 DOA/P&D



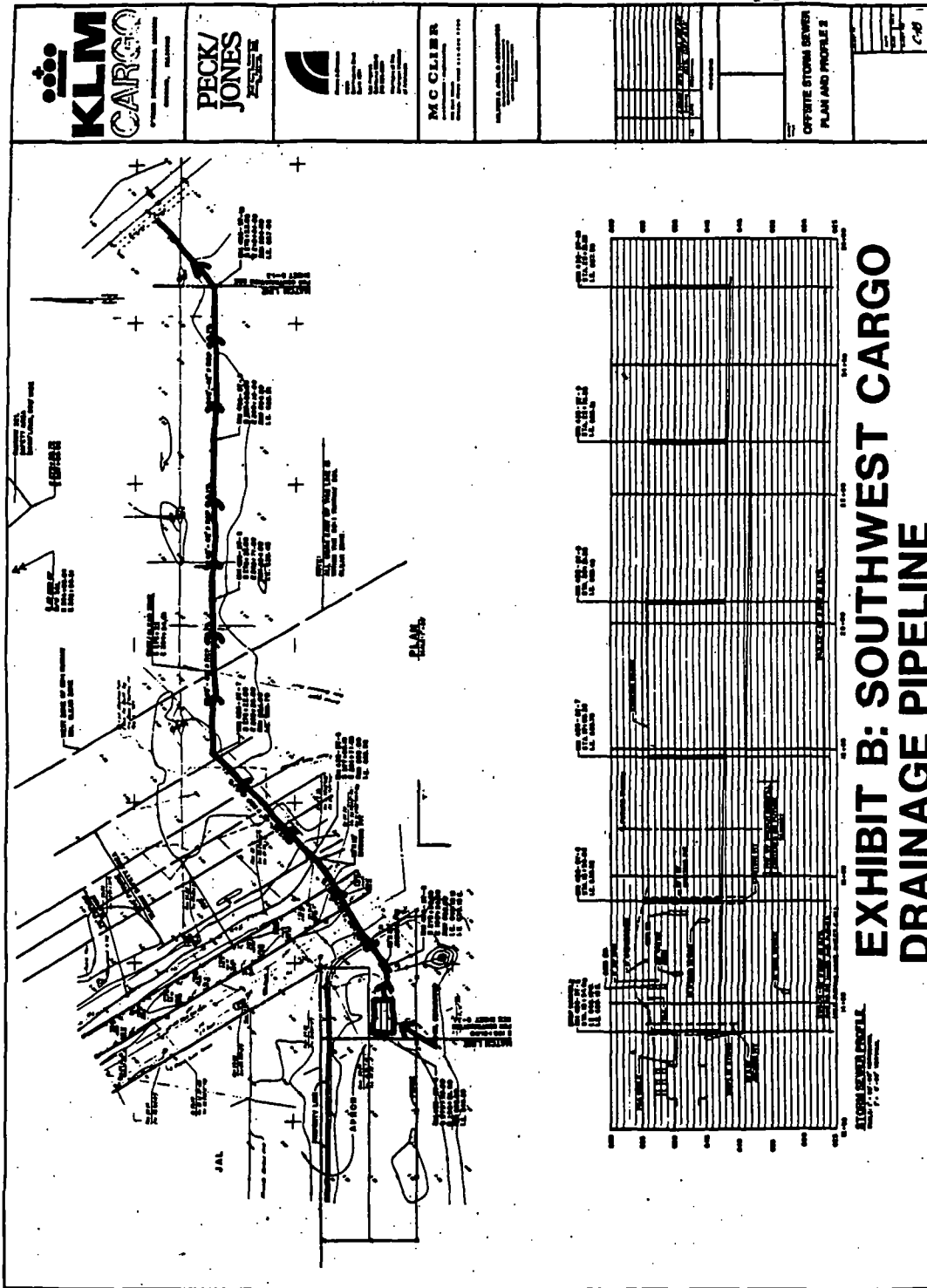
(Sub)Exhibit "B" to Right of Entry Agreement  
(Page 1 of 6)



(Sub)Exhibit "B" to Right of Entry Agreement  
(Page 2 of 6)



(Sub)EXHIBIT B to Right of Entry Agreement  
(Page 3 of 6)



PECK/JONES ENGINEERS

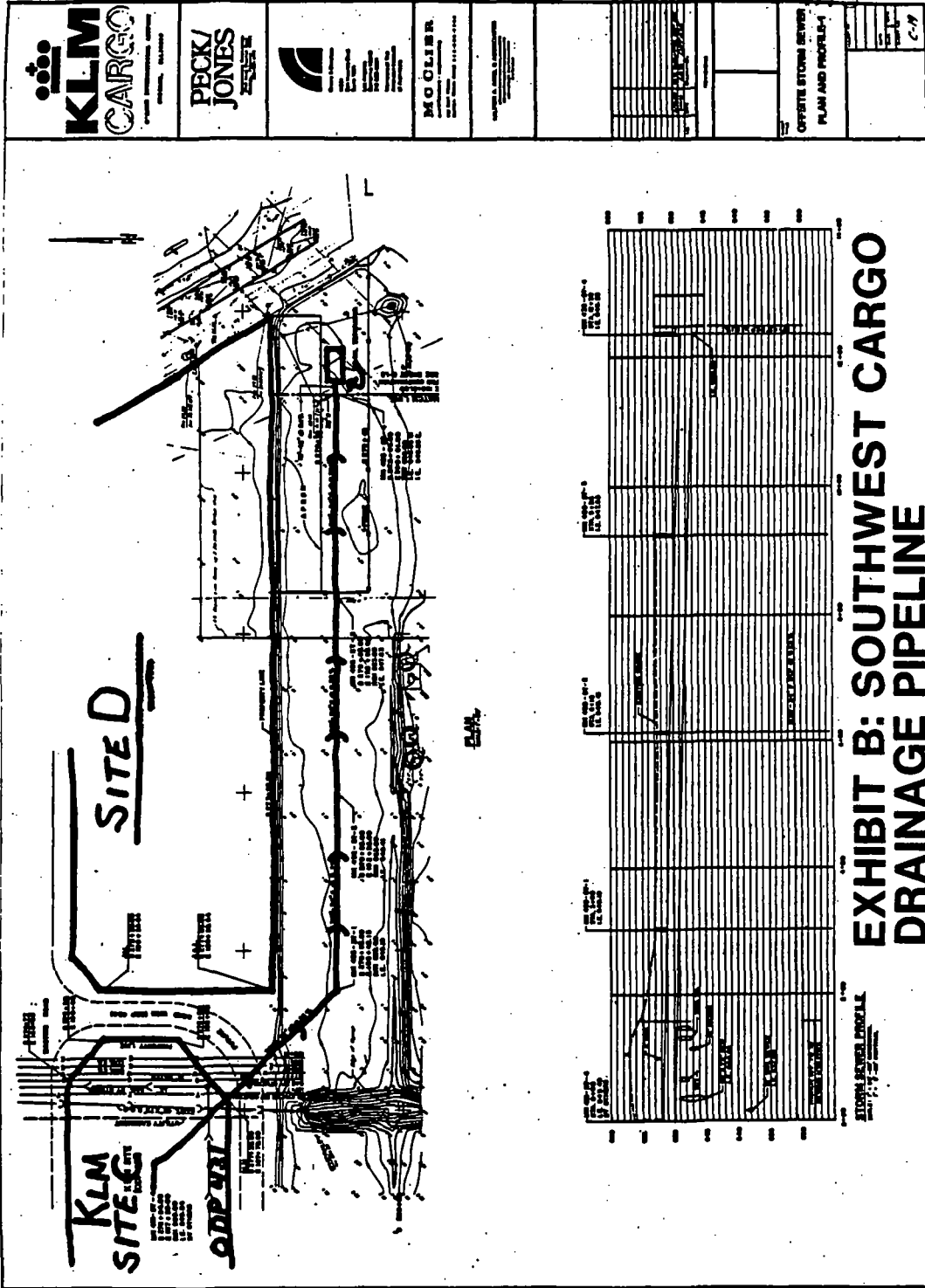


McCLIER

OFFSITE STORM SEWER PLAN AND PROFILE 2

1-90

(Sub)EXHIBIT B to Right of Entry Agreement  
(Page 4 of 6)



**KLM CARGO**  
 10000 KLM DRIVE  
 WASHINGTON, DC 20004

**PECKI JONES**  
 ENGINEERS  
 10000 KLM DRIVE  
 WASHINGTON, DC 20004

**MCCOLLIER**  
 ENGINEERS  
 10000 KLM DRIVE  
 WASHINGTON, DC 20004




OFFSITE STORM SEWER  
 PLAN AND PROFILE-A

A-4


**EXHIBIT B: SOUTHWEST CARGO  
 DRAINAGE PIPELINE**

STORM SEWER ENROLL

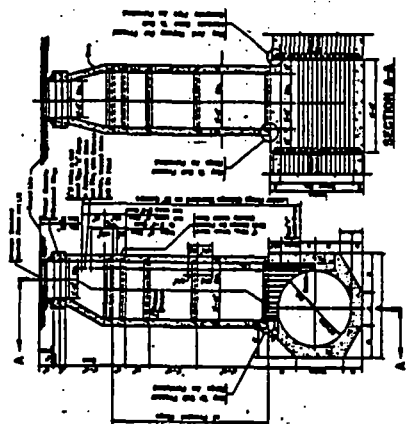
(Sub)Exhibit "B" to Right of Entry Agreement  
(Page 5 of 6)

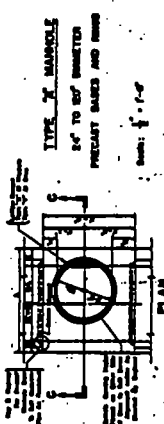
**DETAILS**



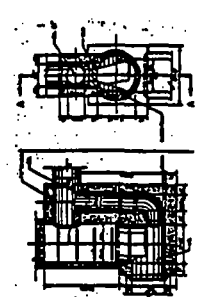


**SECTION A-A**

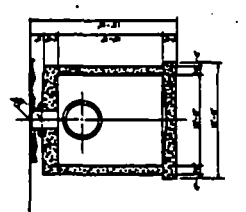


**TYPE "X" MANHOLE**  
24" TO 30" DIAMETER  
PRECAST BASES AND RINGS

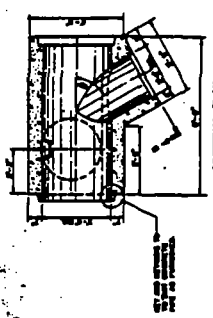


**SECTION A-A: SIDE VIEW: TYPE "I"**

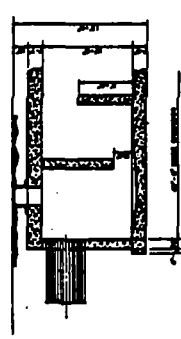


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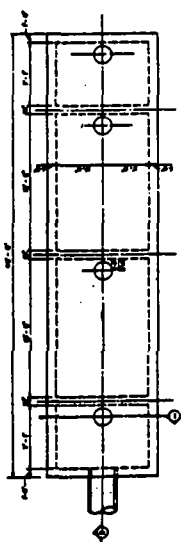


**SECTION A-A: SECTION A-A: SECTION A-A**



**SECTION A-A: SECTION A-A: SECTION A-A**



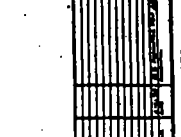

  



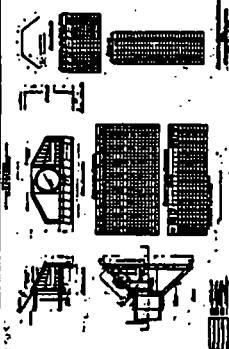
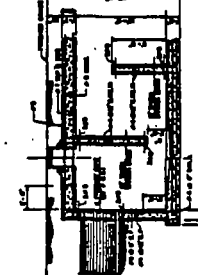
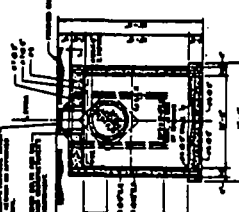
**OIL SEPARATOR PLAN**

**EXHIBIT B: SOUTHWEST CARGO  
DRAINAGE PIPELINE**

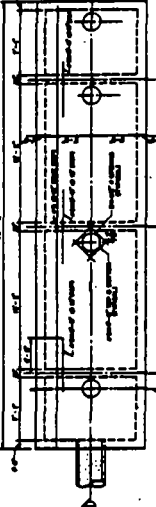
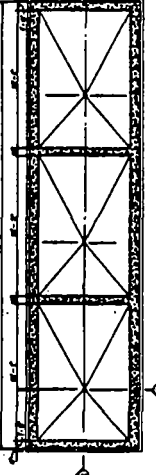
(Sub)Exhibit "B" to Right of Entry Agreement  
(Page 6 of 6)

 <p><b>KLM</b> CARGO</p>	<p><b>PECK/</b> <b>JONES</b></p>	 <p><b>McGILL</b></p>	<p><b>McGILLER</b></p>		<p><b>DETAILS</b></p>	
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 <p><b>TOP PLATE FRAMING PLAN</b></p>	 <p><b>BOTTOM PLATE FRAMING PLAN</b></p>
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**EXHIBIT B: SOUTHWEST CARGO  
DRAINAGE PIPELINE**

(Continued from page 19265)

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), the Village of Bensenville (the "Village") and the Illinois Department of Transportation (the "Department") are legal entities organized and existing under the laws of the State of Illinois having, among their powers, the authority to contract with one another; and

WHEREAS, The department's Division of Water Resources completed a Strategic Planning Study for Flood Control on the Bensenville Ditch, dated December, 1987, which has been reviewed and accepted by the City, the Village and the Department, and which has been filed pursuant to law; and

WHEREAS, It is now necessary for the City, the Village and the Department to enter into a Sponsorship Agreement to implement the flood control improvements which are to be constructed pursuant to the aforesaid study; now, therefore,

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

SECTION 1. The Commissioner of the Department of Aviation is hereby authorized, subject to review by the Corporation Counsel, to enter into and negotiate a Sponsorship Agreement in substantially the form as shown in Exhibit "A" attached hereto and made a part hereof by reference.

SECTION 2. The Mayor of the City of Chicago is hereby authorized, subject to review by the Corporation Counsel, to execute the aforesaid Sponsorship Agreement.

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

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

*Exhibit "A".*

*Sponsorship Agreement*

*Among The*

*Village Of Bensenville,*

*City Of Chicago*

*And The*

*State Of Illinois/Department Of Transportation*

*For The*

*Bensenville Ditch Improvements.*

This agreement made and dated this \_\_\_\_\_ day of \_\_\_\_\_, 1989 among the Village of Bensenville, hereinafter referred to as the "Village", the City of Chicago, hereinafter referred to as the "City", and the Department of Transportation, acting for and on behalf of the State of Illinois, hereinafter referred to as the "Department".

*Witnesseth:*

Whereas, The Village, the City and the Department are legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to contract with one another to perform such undertakings as described herein; and



Whereas, The Department's Division of Water Resources has completed a Strategic Planning Study for Flood Control on the Bensenville Ditch dated December, 1987, which has been reviewed and accepted by the Village, City and Department, and which has been filed pursuant to law; and

Whereas, "Plan 8" in the aforesaid study consisting of channel improvements from the Chicago and Northwestern Transportation Company's railroad culvert to upstream of York Road and from upstream of Irving Park Road to the end of the channel, channel relocation and improvements from York Road to Irving Park Road, replacement of undersized road culverts at Orchard Avenue, Garden Avenue, York Road, Irving Park Road and Mason Street and modifications to the Chicago and Northwestern Transportation Company's bridge culvert at Division Street and appurtenant works has been chosen as the flood control and drainage improvement (said improvement works within such limits hereinafter referred to as the "Improvement") which will be implemented to alleviate flooding within the Village and the Chicago O'Hare International Airport within the City; and

Whereas, The Village and the Department executed a Sponsorship Agreement dated June 3, 1988 covering the implementation and construction of the Improvement, which can no longer be used; and

Whereas, It is the intention of the parties hereto that upon execution and delivery of this agreement by and to the parties hereto, the Agreement dated June 3, 1988 between the Village and the Department will become null and void and this agreement will be the controlling document for implementation, construction, operation and maintenance of the Improvement; and

Whereas, The Village and the City do hereby affirm by execution of this agreement that they will accept the local sponsorship requirements for State participation in the construction of this Improvement and will assume the perpetual operation and maintenance thereof for the benefit of and to serve the local residents of the Village and City;

Now, Therefore, For and in consideration of the benefits to be derived from the construction of this Improvement, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

A. Special Conditions.

1. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this transaction.

2. All covenants agreed to by the Department which require funding are subject to the appropriation of funds by the Illinois General Assembly and release of the funds as required by law.
3. All provisions of this agreement will be binding upon the successors and assigns of the principal parties hereto.
4. This agreement may be modified, assigned, supplemented or amended by mutual agreement, in writing, by the principal parties hereto.

B. Department of Transportation.

1. The Department will prepare the final design plans, specifications and contract documents, advertise for bids, make the contract award, supervise the construction (resident engineering work) and pay for all construction cost of the Improvement, except as otherwise stated herein. The Village and City will have the right to review and approve the plans and specifications for the Improvement prior to the Department advertising for bids.
2. The Department will designate on the plans all lands, easements and rights-of-way (hereinafter referred to as "land rights") required for the construction, operation and maintenance of the Improvement. The Village and City will have the right to inspect and approve the land rights requirements.
3. The Department will be responsible for obtaining all federal, state and local permits required to construct the Improvement.
4. The Department will be responsible for obtaining all necessary insurance during the construction phase of the Improvement, including public liability and Worker's Compensation, showing the City as an additional insured and loss payee.

C. Village of Bensenville and City of Chicago.

1. For the purpose of defining the local duties and responsibilities with regard to the Improvement under this Article C, the Improvement is hereby divided into two sections. Section one includes all of the Improvement as defined, except the area located on Chicago O'Hare International Airport land rights, which is section two. Section one is the responsibility of the Village and section two is the responsibility of the City.

2. The Village will acquire in the name of the Village, or in the name of another unit of local government with sufficient interest to the Village for construction, operation and maintenance, without cost to the Department, all land rights required for the construction, operation and maintenance of the Improvement, except the land rights owned by the City in section two of the Improvement. The City will provide a construction right to the Department and its contractor on the land rights required in section two. All expenses associated with the land rights acquisition such as title commitments, attorney fees, survey costs, preparation of legal descriptions and plat drawings, appraisal costs, recording costs, and any other such incidental expenses will be borne by the Village and the City for their respective section. Prior to the Department advertising for bids, the Village and City will furnish to the Department certification that they own or control sufficient land rights within their respective section needed for the construction, operation and maintenance of the Improvement.
3. The Village and City will grant or cause to be granted to the Department, at no cost to the Department, the required interest in the land rights acquired by the Village and owned by the City necessary to construct the Improvement. The Village and the City will further permit the Department to use any Village-owned and City owned streets or alleys which may be required during construction.
4. The Village and the City will be responsible for all utility alterations or relocations and for all fence removal and/or replacement required as a result of the construction within their respective section. Utilities include, but are not limited to, electrical, telephone and cable television lines and gas, oil, sewer and water pipelines. It is understood that any utility alterations or relocations shown on the plans will be paid by the Village and City for alterations or relocations within their respective section.
5. The Village and the City will assume all responsibility for the operation, maintenance, repair and rehabilitation of the Improvement after construction completion within their respective section.

The Improvement will be maintained in such a manner to assure that it will continue to serve the intended purpose. Maintenance of the Improvement will include, but not be limited to, keeping the Improvement area clean of all trash and other debris, or any other matter which may tend to impede the proper and free flow of water. All structures will be kept clean of any and all debris and will be maintained in a satisfactory condition to provide the required flow capacity during flood flow, low flow and all other periods. The Improvement grass covered areas will be mowed at a height of six inches or less at least twice each year. On areas that cannot be mowed, measures will be taken annually to eliminate all unwanted woody growth larger than one-half inch in diameter. Measures will also be taken as conditions require to correct substantial erosion problems within the Improvement area. It is the City's responsibility to remove debris from the channel located on Chicago and Northwestern Transportation Company's rights-of-way. The City has no responsibility to repair or maintain any of the Chicago and Northwestern Transportation Company's railroad structure. It is the Village's responsibility to remove debris from the channel located on the Department's Division of Highways' rights-of-way across Irving Park Road, DuPage County's rights-of-way across York Road and the Soo Line Railroad Company's rights-of-way. The Village has no responsibility to repair or maintain the bridge structures at Irving Park Road, York Road or Soo Line Railroad.

Joint inspections will be scheduled and made by the Village, City and Department at least once each year, or more often if conditions so require, in order to assure adequate maintenance of the Improvement. Failure of the Village or the City to properly maintain the Improvement within their respective section as indicated by a report of such inspection will permit the Department, upon thirty (30) days written notice and continued failure of the Village or the City to perform the necessary maintenance work, to enter upon the Improvement's land rights for the purpose of performing such maintenance work. In this instance, the Village and the City will reimburse the Department for any and all costs which may be incurred by the Department within their respective section in connection therewith.

6. The Village and City will maintain eligibility in the National Flood Insurance Program. The Village and City will continue to adopt and enforce appropriate ordinances satisfactory to the Federal Insurance Administration and the Department which the Village and City are required to enact relative to the regulation of development in floodplains under the jurisdiction and control of the Village and City.

- 7. The Village and City will hold and save the Department and any of its duly appointed agents and employees harmless against any loss, damage, cause of action, fine or judgment, including all costs connected therewith such as attorney and witness fees, filing fees and any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage or any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the location, existence and maintenance of the Improvement within their respective section. The Village and City will not be obligated or responsible to hold the Department harmless against any loss, damages, cost or expenses arising out of the negligent acts or omissions by the Department or its agents or employees.

In Witness Whereof, The parties hereto have set their hands and seals the day and year written below, and represent that the signatories below are duly authorized to execute this agreement on behalf of their respective bodies, and that the effective date of this agreement is the date approved and executed by the Secretary of the Department.

Recommended:

State of Illinois  
Approved:

\_\_\_\_\_  
Donald R. Vonnahme, Director  
Division of Water Resources

\_\_\_\_\_  
Gregory W. Baise, Secretary  
Department of Transportation

Date: \_\_\_\_\_

Attest:

Village of Bensenville  
Approved:

\_\_\_\_\_  
Vera Johnson, Village Clerk

\_\_\_\_\_  
John C. Geils, Village President

Date: \_\_\_\_\_

Attest:

City of Chicago  
Approved:

---

Walter S. Kozubowski, City Clerk

---

Richard M. Daley, Mayor

Date: \_\_\_\_\_

---

APPROVAL OF OFF-AIRPORT PROPERTY LEASE WITH CHICAGO  
PARK DISTRICT FOR PARCEL OF VACANT LAND  
AT WEST 58TH STREET AND SOUTH  
CENTRAL AVENUE.

The Committee on Aviation submitted the following report:

CHICAGO, July 30, 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 authorize a short term lease with the Chicago Park District covering a parcel of vacant land at West 58th Street and South Central Avenue, just west of Chicago Midway Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W CULLERTON,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") owns a parcel of vacant land in the vicinity of South Central Avenue and West 58th Street which is classified as Off- Airport property; and

WHEREAS, The Chicago Park District ("Park District") desires to lease the parcel for use as a playing field and accessory parking; and

WHEREAS, The City is a home rule municipality and as such it may perform any function which pertains to its local government and affairs; now, therefore,

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

SECTION 1. An Off-Airport Property Lease between the City and the Park District for property in the vicinity of South Central Avenue and West 58th Street is hereby approved. The lease shall be for an initial term of one (1) year and may be extended for two (2) additional one (1) year terms. The lease may be cancelled by the City upon thirty (30) days written notice. Prior to execution on behalf of the City, any approvals which may be required by the Federal Aviation Administration must be obtained.

SECTION 2. Upon approval by the Corporation Counsel, the Commissioner of the Department of Aviation and the Comptroller, the Mayor or his proxy is authorized to execute an Off-Airport Property Lease substantially in the form attached hereto as Exhibit "A" and incorporated herein by this reference.

SECTION 3. This ordinance shall take effect immediately upon its passage.

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

*Exhibit "A".**Off-Airport Property Lease.*

This Lease ("Lease"), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and the Chicago Park District, a unit of local government organized and existing under the laws of the State of Illinois ("Park District").

*Witnesseth:*

Whereas, City owns and operates Chicago Midway Airport (the "Airport") and has the power to grant rights and privileges with respect thereto; and

Whereas, City desires to lease to Park District and Park District desires to lease from City certain off-airport property owned by City ("Demised Premises") and legally described as follows:

an irregular parcel of land in Section 17, Township 38 North, Range 13 East of the Third Principal Meridian, bounded and described as follows:

beginning at a point 33 feet west of the east line of said Section 17 which is 229.90 feet north of the east and west center line of said Section 17; thence north 89 degrees 47 minutes 33 seconds west, a distance of 420.59 feet to a point of curve which is 229.90 feet north of said east and west center line and 453.59 feet west of the east line of said Section 17; thence southwesterly along the arc of a circle convex to the northwest, tangent to the last described line, and having a radius of 344.26 feet, a distance of 300.93 feet to a point 106.54 feet north of said east and west line and 718.08 feet west of the line of said Section 17; thence northeasterly along the arc of a circle convex to the southeast having a radius of 1,062.14 feet an arc distance of 535.38 feet to a point of tangency; thence north along a straight line tangent to last described curve on a bearing north 00 degrees 00 minutes 22 seconds west a distance of 49.06 feet to a point 586 feet west of said line of Section 17 and 669.15 feet north of the east and west center line which point lies on the south line of West 58th Street, being a 33 foot street, as dedicated; thence east along said south line bearing south 89 degrees 47 minutes 33 seconds east, a distance of 553.00 feet to a point on the west line of South Central Avenue 33 feet west of said east line of Section 17; thence south along said west line of Central Avenue 33 feet west of and parallel to said east line of Section 17, a distance of 439.26 feet to the point of beginning, all in Cook County, Illinois;



Now, Therefore, In consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable consideration, the parties hereto covenant and agree as follows:

*Article I.*

*Lease Of Demised Premises.*

Section 1.01 Demised Premises.

City hereby leases to Park District and Park District hereby leases from City for Park District's exclusive use, and agrees to pay a nominal rental with reference thereto, the Demised Premises as shown on (Sub)Exhibit B, shaded in yellow, attached hereto, together with all improvements and fixtures, if any, located thereon.

Section 1.02 Sublease And Assignment Prohibited.

Park District shall not (i) assign, transfer, mortgage, pledge, hypothecate or encumber or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it; (ii) sublet the Demised Premises or any part thereof; or (iii) permit the use or occupancy of the Demised Premises, or any part thereof for any purpose not provided for herein.

*Article II.*

*Grant Of Rights And Scope Of Services.*

Section 2.01 Use Of Demised Premises.

Park District shall have the right to use the Demised Premises as a playing field and not-for-pay off-street public parking lot for use only in connection with the playing field and related Park District activities on the Demised Premises or Minuteman Park. Said uses shall conform to all applicable ordinances of the City.

Park District may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation ("Commissioner"). The grant of such approval shall be in the sole discretion of the Commissioner.

Section 2.02 Restrictions.

The foregoing rights and privileges of Park District are subject to the following specific restrictions:

- (a) Park District shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.
- (b) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter the Demised Premises for the purpose of inspecting the same, for making 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.*

*Term.*

Section 3.01 Term Of Lease.

The initial term of this Lease shall be for one (1) year commencing on the date of execution. This Lease shall be automatically extended for two (2) additional one (1) year terms unless the Park District notifies the City in writing forty-five (45) days prior to the expiration of the initial term or the first renewal term that it no longer wishes to lease the premises. The City may cancel this Lease at any time upon thirty (30) days written notice.

*Article IV.*

*Rental.*

Section 4.01 Rentals And Use Charges.

Park District shall pay City as annual rent for the Demised Premises the sum of One Dollar (\$1.00) per year or fraction thereof.

Section 4.02 Payment Of Rentals.

Park District 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 the annual payment of One Dollar (\$1.00) upon being billed for the Demised Premises for 1990, and, thereafter each year, in advance of the anniversary date of this Lease.

*Article V.*

Section 5.01 Maintenance, Replacement And Repair.

Park District shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Demised Premises. Park District shall, at all times:

- (a) Keep all fixtures, equipment and personal property, if any, in a clean and orderly condition and appearance.
- (b) Maintain the same in good condition (reasonable wear and tear excepted) and perform all repairs.
- (c) Keep and maintain the Demised Premises free and clear of any debris, rubbish, weeds, tall grass, or hazards of any kind.

Section 5.02 Modification To Demised Premises.

- (a) Park District may, from time to time, at its own expense install facilities, equipment, and other improvements in connection with the use of the premises as described in Article II, Section 2.01. Before performing work or entering into any contract for such work, Park District shall first submit to the Commissioner, for his prior written approval, a construction application together with complete plans and specifications of the proposed work and obtain all necessary licenses and permits. Park District shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner.
- (b) Park District 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 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 premises 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 Park District shall provide, or shall require the contractor to provide, liability insurance covering the foregoing in an amount reasonably required by the Commissioner.

- (c) Park District 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 Park District.
- (d) Any equipment or other personal property installed on the Demised Premises shall not become part of the Demised Premises and such equipment and other personal property shall remain the sole property of Park District and may be removed by Park District at any time, at its sole discretion and at its own expense; provided, however, that any damage to Airport property resulting from any such removal shall be repaired by Park District at its own expense.

#### Section 5.03 Liens Prohibited.

Park District shall keep the Demised Premises and the improvements situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Park District.

All equipment and personal property installed pursuant to Section 5.02 herein shall be removed from the Demised Premises, at Park District's expense, within 30 days after the date of termination of this Lease.

#### Section 5.04 Performance By City Upon Failure Of Park District.

If Park District 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 Park District, and charge Park District for the cost to City of such performance; provided, however, that if Park District's failure to perform any such obligation endangers the safety of operations at the Airport, City may perform such obligation of Park District at any time without notice and charge Park District for the cost to City of such performance.

*Article VI.*

*Rules And Regulations: Compliance With Laws.*

Section 6.01 Rules And Regulations.

Park District shall comply, and shall use its best efforts to cause its employees, guests, invitees, and independent contractors to comply with all applicable 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.

Park District shall comply with all applicable federal, state and local laws, codes, regulations, ordinance, rules and orders in the performance of any of its obligations hereunder.

*Article VII.*

*Indemnity And Insurance.*

Section 7.01 Indemnity.

- (a) Park District 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:
- (i) Park District's use or occupancy of the premises demised to Park District hereunder, or non-use (if such non-use is contrary to Park District's obligations hereunder);
  - (ii) The condition of Park District's Demised 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 Park District of any agreement, warranty, covenant or condition of this Lease.
- 
- (b) City shall promptly notify Park District in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Park District hereunder, setting forth the particulars of such claim or action and shall furnish Park District with a copy of all suit papers and legal process. Park District shall assume and have full responsibility for the defense or settlement hereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Park District in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

**Section 7.02 Insurance Maintained By Park District.**

- (a) Park District shall maintain, or cause to be maintained, at its own expense, with limits of Fifteen Million Dollars (\$15,000,000.00) insurance with respect to its property and activities against such casualties and contingencies (including but not limited to public liability), as may arise from the performance or nonperformance of any of the terms and conditions hereunder.
- (b) Comprehensive General Liability Insurance and Property Insurance policies shall be endorsed to provide the following:
  - (i) Name as Additional Insured the City of Chicago and its employees, officers and agents;
  - (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 Lease, 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, nonrenewal 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, containing all coverages and endorsements above, shall be furnished to the City before commencing any operations under this Lease and a certificate of renewal of these coverages and endorsements for each year that this Lease 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 Comptroller.
- (f) Park District expressly understands and agrees that any insurance protection furnished by Park District hereunder shall in no way limit its responsibility to indemnify and save harmless City under the provisions of Article VII of this Lease.

*Article VIII.*

*Equal Opportunity.*

Section 8.01 Equal Opportunity.

Park District 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.

Park District 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.

Park District agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 8.01. Park District further agrees that this clause will be incorporated in all contracts entered into with 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 the Lease.

Attention is called to Executive Order 11246 issued September 24, 1965, 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; and ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3876 of the Journal of Proceedings (Mun. Code of the City Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

To demonstrate compliance, Park District 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 8.02 Nondiscrimination.

This Lease involves the use of or access to space on, over or under real property acquired or improved under Airport Development Aid Programs of the Federal Aviation Administration, and therefore involves activity which serves the public.

Park District for itself, its personal representatives, successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree, as a covenant running with land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation, 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, 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 Park District shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.



Section 8.03 Nondiscrimination In Furnishing Services.

Park District 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, if any, for which there may be a charge.

Section 8.04 Affirmative Action.

Park District 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. Park District 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. Park District assures that it will require that its covered suborganizations provide assurances to Park District that they similarly will undertake an affirmative action program and that they will require assurances from their organizations, as required by C.F.R. Part 152, Subpart E, to the same effect.

*Article IX.*

*Miscellaneous.*

Section 9.01 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 Park District and shall be deemed given when so mailed. All notices to Park District provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Chicago Park District, 425 East McPetridge Drive, Chicago, Illinois 60605, or to such other address as Park District may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 9.02 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 Park District has caused this Lease to be executed on its behalf by its \_\_\_\_\_ and its \_\_\_\_\_ pursuant to due authorization of its Board of Commissioners, all as of the day and year first above written.

City of Chicago

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Approved:

Department of Aviation

\_\_\_\_\_  
Commissioner of Aviation

\_\_\_\_\_  
Comptroller

Approved As To Form And Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

Chicago Park District

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

[Exhibit "B" attached to this Lease printed on pages 19295 through 19296 of this Journal.]

\_\_\_\_\_  
**EXECUTION OF FIRST AMENDMENT TO 1973 CARGO BUILDING  
SITE LEASE WITH DELTA AIR LINES, INCORPORATED  
FOR PREMISES AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.**

The Committee on Aviation submitted the following report:

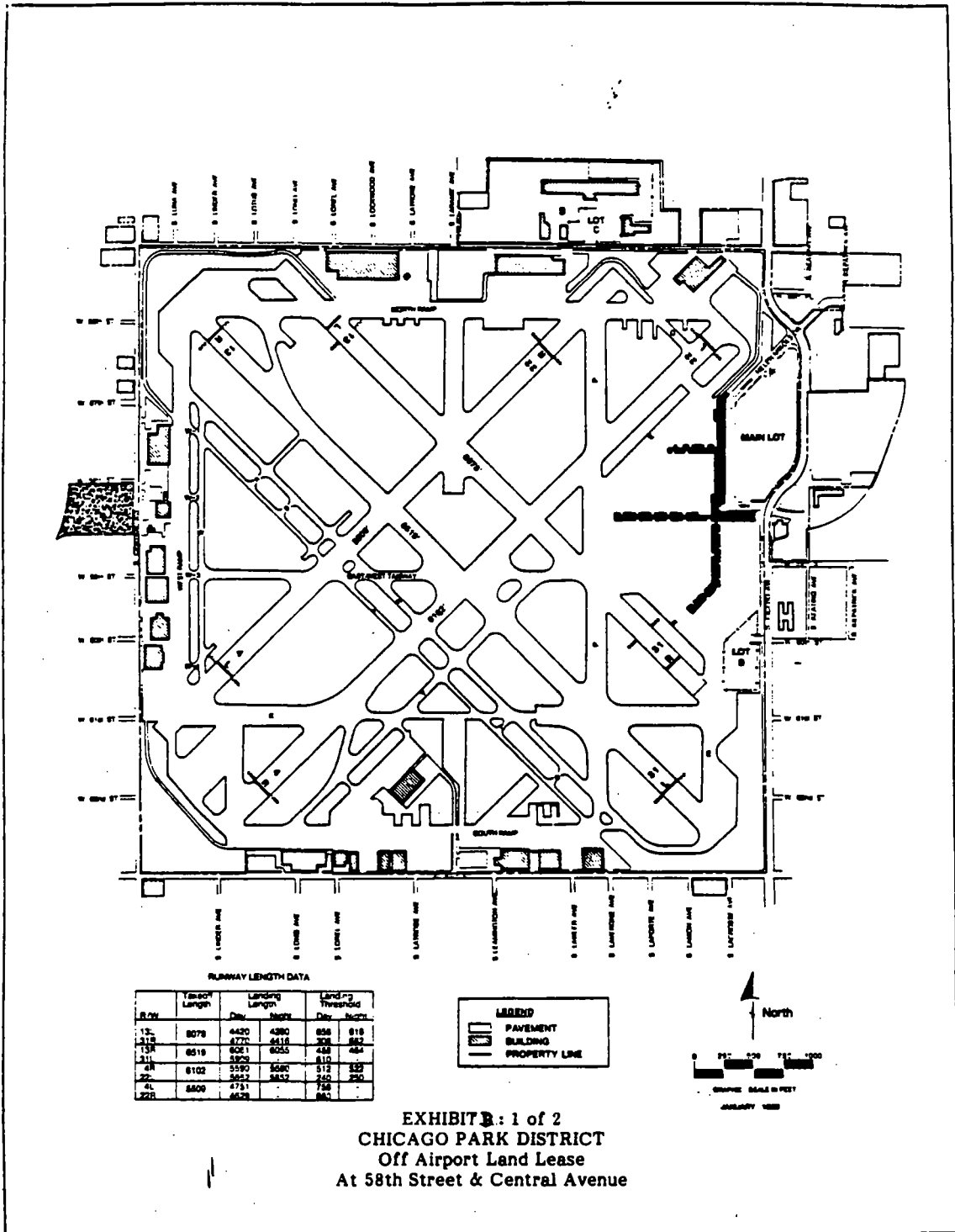
CHICAGO, July 30, 1990.

*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 an amendment to the June 22, 1973 Cargo Building Site Lease with Delta Air Lines, Inc., at Chicago O'Hare International Airport, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 19297)

Exhibit "B"  
(Page 1 of 2)





(Continued from page 19294)

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City and Delta Air Lines, Inc., a Delaware corporation ("Airline") have entered into that certain cargo building site lease dated June 22, 1973 ("Lease") providing in part for the use and enjoyment by Airline of certain premises owned by the City located at the Airport; and

WHEREAS, Pursuant to the terms of the Lease, Airline currently leases and occupies that certain parcel known as Parcel 2 as described on Exhibit A ("Parcel 2"); and

WHEREAS, The parties seek to amend the Lease ("First Amendment") in order to allow the City to recover possession of Parcel 2 in order to permit construction of the new International Terminal access road; and

WHEREAS, As consideration for the relinquishment by the Airline of its right to lease and occupy Parcel 2, the City hereby agrees to lease to Airline that certain parcel known as Parcel 3 as described on Exhibit A ("Parcel 3") for use by Airline's employees and agents as a parking lot; and

WHEREAS, The City deems it in the public interest and beneficial to itself and to its operation of the Airport to execute the First Amendment to the Lease; now, therefore,

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

SECTION 1. The Mayor or his proxy is authorized to execute, on behalf of the City of Chicago, the First Amendment between the City and Delta Air Lines, Inc. affecting certain premises located at Chicago-O'Hare International Airport, substantially in the form attached hereto as Exhibit A.

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

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

*Exhibit "A".*

*First Amendment To*

*Cargo Building Site Lease*

*Between*

*The City Of Chicago*

*And*

*Delta Air Lines, Incorporated*

*At*

*Chicago-O'Hare International Airport.*

This First Amendment to Cargo Building Site Lease ("First Amendment") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the City of Chicago, an Illinois municipal corporation ("City") and Delta Air Lines, Incorporated, a Delaware corporation ("Airline").

*Recitals:*

Whereas, City and Airline have entered into that certain cargo building site lease dated June 22, 1973 ("Lease") providing in part for the use and enjoyment by Airline of certain premises owned by the City located at Chicago-O'Hare International Airport in the City ("Airport"); and

Whereas, Pursuant to the terms of the Lease, Airline currently leases and occupies that certain parcel known as Parcel 2 and described on (Sub)Exhibit A attached hereto ("Parcel 2"); and

Whereas, The parties seek to amend the Lease in order to allow the City to recover possession of Parcel 2 in order to permit construction of the new International Terminal access road; and

Whereas, As consideration for the relinquishment by the Airline of its right to lease and occupy Parcel 2, the City hereby agrees to lease to Airline that certain parcel known as Parcel 3 and described on (Sub)Exhibit A attached hereto ("Parcel 3"), for use by Airline's employees and agents as a parking lot;

Now, Therefore, In consideration of the premises and the mutual covenants and obligations contained herein, the parties covenant and agrees as follows:

1. The recitations set forth above constitute an integral part of the First Amendment and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Section 1.01 of the Lease (appearing on pages 2 -- 4 of the Lease) and captioned "Lease of Premises -- Use of Premises" shall be amended and the following language added after the last paragraph of Section 1.01:

1. Termination of Leasehold Interest of Parcel 2. Within \_\_\_\_\_ days of the commencement date of Airline's possession of Area 3A of Parcel 3 as provided for below, Airline's right to lease and occupy Parcel 2 shall terminate, and the City shall regain possession and use of Parcel 2 in order to permit construction of the International Terminal access road and for other lawful purposes. During the \_\_\_\_\_ day period from the execution date of the First Amendment until Airline



commences to occupy Area 3A, Airline shall be solely responsible for the removal and all related costs of removing trade equipment, fixtures and other personal property from Parcel 2. Airline shall indemnify and hold harmless the City from any and all claims, costs and liabilities (including attorneys' fees) incurred as a result of the removal by Airline of any equipment and other property located on Parcel 2. If Airline has failed or is otherwise unable to remove the equipment and other property from Parcel 2 within thirty (30) days of receipt of written notice from the City, the City shall have the right, but not the obligation, to remove said equipment and property from Parcel 2. Airline shall reimburse the City for any and all such removal costs within ten (10) days of receipt of written demand for payment from the City. The City shall be solely responsible for the removal of the shed and other improvements from Parcel 2.

2. Parcel 3. Within \_\_\_\_\_ days of the execution date of the First Amendment by the parties, the City shall commence construction of a parking lot on Area 3A of Parcel 3 as described on attached (Sub)Exhibit A, and provide fencing of the perimeter of Area 3A. Within ten (10) days of the completion of construction of the parking lot, Airline shall be granted the right to lease, use and occupy Area 3A of Parcel 3.

Within \_\_\_\_\_ days of the completion of the realignment of Bessie Coleman Drive as more fully described on attached (Sub)Exhibit A, the City shall commence construction of a parking lot over Area 3B of Parcel 3. Within ten (10) days of the completion of construction of the parking lot on Area 3B, Airline shall be permitted to lease, use and occupy Area 3B of Parcel 3.

The parking lot and other improvements located on Areas 3A and 3B of Parcel 3 shall be used solely by Airline's employees and agents. Airline shall be solely responsible for the maintenance of Areas 3A and 3B once it gains possession of said areas pursuant to the Lease. Airline agrees to give the City access to Parcel 3 in order to provide access for any repair of utilities (other than damage caused by the negligence of Airline) and other necessary services.

Airline agrees to indemnify and hold harmless the City against any and all claims and liabilities (including attorneys' fees) for damage to person or property arising from the acts or failure to act by Airline with regard to the lease and use of Parcel 3 by Airline. Airline agrees to comply with the indemnity and insurance provisions contained in Article VIII of the Lease with regard to Parcel 3.

3. If any provision of the First Amendment conflicts with any provision of the Lease, the provision contained in the First Amendment shall govern.

In Witness Whereof, The parties have executed this First Amendment, all as of the date and year first above written.

City of Chicago,  
a municipal corporation

By: \_\_\_\_\_  
Richard M. Daley,  
Mayor

Attest: \_\_\_\_\_  
Walter S. Kozubowski,  
City Clerk

Approved:

By: \_\_\_\_\_  
Jay R. Franke, Commissioner,  
Department of Aviation

By: \_\_\_\_\_  
Walter K. Knorr,  
City Comptroller

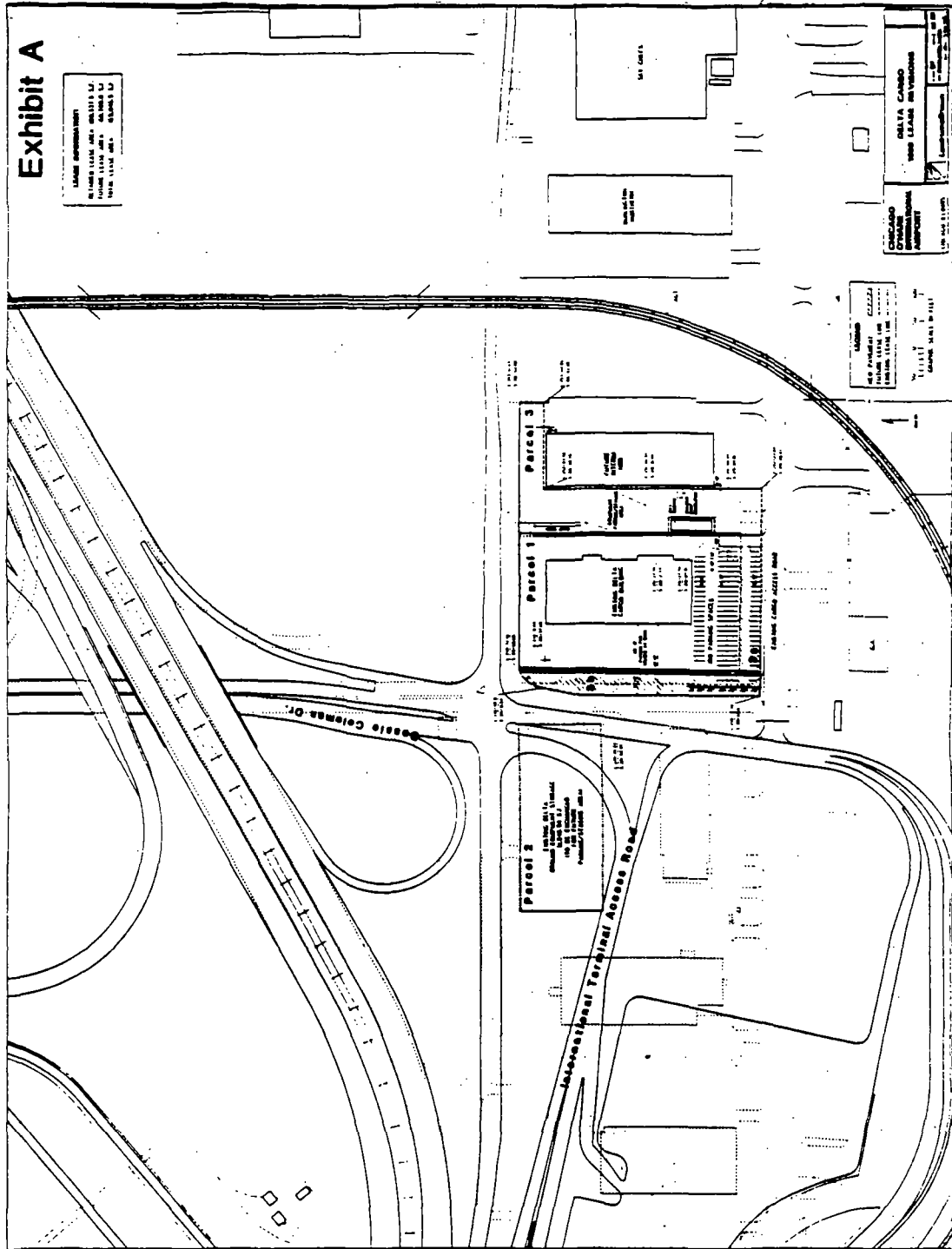
Delta Air Lines, Incorporated,  
a Delaware corporation

By: \_\_\_\_\_

Attest: \_\_\_\_\_

[(Sub)Exhibit "A" attached to this Cargo Building Site Lease  
printed on page 19302 of this Journal.]

(Sub)Exhibit "A" to Cargo Building Site Lease.



COMMITTEE ON BEAUTIFICATION AND  
RECREATION.

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ISSUANCE OF PERMITS FOR CARNIVALS, SIDEWALK SALES,  
STREET CLOSINGS AND VARIOUS SPECIAL EVENTS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Beautification and Recreation, having under consideration twenty orders (which were referred on July 12, 1990) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of sidewalk sales, carnivals, special events and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* said 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) EUGENE C. SCHULTER,  
*Chairman.*

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

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

*Nays* -- None.

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

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

CARNIVALS.

*Douglas/Grand Boulevard Neighborhood.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Douglas/Grand Boulevard Neighborhood, c/o Thomas Gray, 3426 South Dr. Martin Luther King, Jr. Drive, for the conduct of a carnival and/or street fair on South Dr. Martin Luther King, Jr. Drive, between East 32nd and East 35th Streets, for the period of August 16 through August 19, 1990, 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 street affected, as provided by said carnival ordinance.

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*Jane Garza/J.J. Estrada.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jane Garza or J.J. Estrada, 2325 South California Avenue, for the conduct of El Hogar Del Nino 3rd Annual Carnival on West 23rd Street, 30 feet west of intersection of South California Avenue, beginning at 12:00 Noon on Tuesday, July 17, 1990 until 10:00 A.M. Monday, July 23, 1990.

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*Our Lady Of Lourdes Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend James Collieran/Our Lady of Lourdes Church, 4640 North Ashland Avenue, for the conduct of a carnival on West Leland Avenue, between North Ashland Avenue and West Greenview Avenue, beginning at 12:00 Midnight July 24, 1990 (24 hours around the clock) until 12:00 Midnight July 30, 1990.

*Wrightwood Improvement Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Wrightwood Improvement Association, 2637 West 79th Street, for the conduct of a carnival and/or street fair on South Whipple Street, between 8300 and 8500; and South Francisco Avenue, between 8300 and 8500, for the period of August 10 through August 12, 1990, 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, as provided by said carnival ordinance.

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SIDEWALK SALES.

*Albany Park Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Albany Park Chamber of Commerce, 4745 North Kedzie Avenue, for the conduct of a sidewalk sale on West Lawrence Avenue (both sides) between North Troy Street and North Central Park Avenue; and on North Kedzie Avenue (both sides) between West Wilson Avenue and West Ainslie Street, for the period of August 16 through August 19, 1990, during the hours of 10:00 A.M. and 8:00 P.M. each day. Rain date August 25, 1990.

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*Brighton Park Businessmen's Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Brighton Park Businessmen's Association, 2949 West 43rd Street, for the conduct of the Brighton Park Businessmen's Association's Annual Sidewalk Sale on Archer Avenue, from California Avenue to Kedzie Avenue, Thursday, August 2, 1990 through Saturday, August 4, 1990, during the hours of 9:00 A.M. to 9:00 P.M.; and Sunday August 5, 1990, during the hours 11:00 A.M. to 4:00 P.M.

*Chicago Avenue Business Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Avenue Business Association, 755 North Ashland Avenue, for the conduct of a sidewalk sale on both sides of West Chicago Avenue, between North Armour Street and North Wood Street, for the period of July 12 through July 15, 1990, during the hours of 9:00 A.M. and 7:00 P.M. each day.

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*Howard-Paulina Development Corporation.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Howard-Paulina Development Corporation, 1448 West Howard Street, for the conduct of the Howard Street Sidewalk Sale, for the period of July 26, 27 and 28, 1990, during the hours of 9:00 A.M. and 7:00 P.M. each day.

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*Mr. Lester Johnson.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lester Johnson, 8658 South Stony Island Avenue, for the conduct of a sidewalk sale on East 87th Street (both sides) between 1600 and 1800, for the period of July 19 through July 22, 1990, during the hours of 9:00 A.M. to 9:00 P.M. each day.

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*Jules 5¢ To \$1.00 Stores, Incorporated.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Jules 5¢ and \$1.00 Stores, Incorporated/Art Gartzman, 2062 -- 2064 North Milwaukee Avenue, for the conduct of sidewalk sales in front of 2062 -- 2064 North Milwaukee Avenue, July 12, 13, 14, 15, 19, 20, 21, 22, 26, 27, 28 and 29, 1990; and August 2, 3, 4, 5, 9, 10, 11, 12, 16, 17, 18 and 19, 1990 during the hours of 9:00 A.M. to 9:00 P.M.

*North Halsted Merchants Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the North Halsted Merchants Association, 3171 North Halsted Street, for the conduct of North Halsted Market Days Street Festival and Sidewalk Sale (City sponsored event) on North Halsted Street, from North Addison Street south to West Belmont Avenue; West Cornelia Avenue, from North Halsted Street east to a point 150 feet east of North Halsted Street; and West Buckingham Place, from North Halsted Street west to a point 150 feet west of North Halsted Street, July 28 and 29, 1990, during the hours of 8:00 A.M. to 10:00 P.M.

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*South Chicago Chamber Of Commerce*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Neil Bosanko, Executive Director, South Chicago Chamber of Commerce, 9204 South Commercial Avenue, for the conduct of the South Chicago Chamber of Commerce Annual Sidewalk Sale on South Commercial Avenue, from 8700 to 9300, Thursday, August 2, 1990 through Saturday, August 4, 1990, during the hours of 9:00 A.M. to 9:00 P.M.

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*95th Street Business Association.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 95th Street Business Association, 9606 South Hoyne Avenue, for the conduct of a sidewalk sale on West 95th Street (both sides) between South Western and South Ashland Avenues, on Saturday, August 4, 1990, during the hours of 11:00 A.M. and 5:00 P.M.

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STREET CLOSINGS.

*Saint Bede Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to



grant permission to Saint Bede Church, 8200 South Kostner Avenue, to close to traffic for parking purposes and pedestrian safety, West 83rd Street, between South Scottsdale and South Kostner Avenues, on Friday, July 13, 1990, from 5:30 P.M. to 11:30 P.M.; Saturday, July 14, 1990, from 4:00 P.M. to 12:00 Midnight; and on Sunday, July 15, 1990, from 4:00 P.M. to 11:00 P.M., in conjunction with Summerfest VIII to be conducted on parish grounds.

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*Saint Roman Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Roman Church, 2311 South Washtenaw Avenue, to close to traffic the 2600 block of West 23rd Street for the period of August 11 and 12, 1990, during the hours of 10:00 A.M. and 11:00 P.M. each day, for the conduct of a church festival.

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SPECIAL EVENTS.

*Ms. Regina Brownlow.*  
*(Drayford L. Educational Center Fun Fair)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Regina Brownlow, 14 South Ashland Avenue, for the conduct of the Drayford L. Educational Center Fun Fair on Ogden Avenue, from Ashland Avenue to Monroe Street, August 10, 1990, during the hours of 6:00 P.M. to 3:00 A.M.; and August 11, 1990, during the hours of 9:00 A.M. to 3:00 A.M.

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*Mr. Martin Henderson.*  
*(Senior Citizens Parking)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Martin Henderson, 9340 South Lafayette Avenue, for the conduct of senior citizens parking on South State Street, from 95th Street to 97th Street, August 4, 1990, during the hours of 10:00 A.M. to 7:00 P.M.

*Mr. Sol Mazur.*  
*("Z" Frank Summer Automobile Sale)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sol Mazur, 6060 North Western Avenue, for the conduct of a summer car sale on North Western Avenue (west side) between West Peterson Avenue and West Glenlake Avenue, for the period of July 20 through July 28, 1990, during the hours of 8:30 A.M. and 9:30 P.M. each day.

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*South Chicago Chamber of Commerce.*  
*(Annual Summer Festival)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Neil Bosanko, Executive Director, South Chicago Chamber of Commerce, 9204 South Commercial Avenue, for the conduct of the South Chicago Chamber of Commerce Annual Summer Festival on East 91st Street, from South Commercial Avenue to South Exchange Avenue, beginning at 4:00 P.M. Thursday, September 13, 1990 (24 hours) until 12:00 Midnight Sunday, September 16, 1990.

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*The Gazette.*  
*(Broadway Art Fair)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to The Gazette/James Vrettos, 3201 North Broadway, for the conduct of the Broadway Art Fair/Free Event on the sidewalk on both sides of North Broadway, from West Melrose Street to West Diversey Parkway, August 17, 1990 through August 19, 1990, during the hours of 10:00 A.M. to 8:00 P.M.

COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.

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REPROGRAMMING OF YEAR XVI COMMUNITY DEVELOPMENT BLOCK  
GRANT FUNDS FROM PILSEN DEVELOPMENT CORPORATION  
TO 18TH STREET DEVELOPMENT CORPORATION  
UNDER COMMUNITY DEVELOPMENT  
ASSISTANCE PROGRAM.

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

CHICAGO, July 31, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the reprogramming of Year XVI Community Development Block Grant funds from the Pilsen Development Corporation to the 18th Street Development Corporation under the Community Development Assistance Program, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuiter, M. Smith, Orr, Stone -- 45.

*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago passed an ordinance on December 6, 1989, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$25,000 appropriated for any object or purpose set forth in the Community Development Block Grant Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$2,610,000 of Year XVI Community Development Block Grant funds under the Community Development Assistance Program which supports activities of the Department of Economic Development; and

WHEREAS, The Commissioner of the Department of Economic Development has requested that \$25,000 in Community Development Assistance funds originally intended for Pilsen Development Corporation, a delegate agency that chose not to enter into the contracting process, be reprogrammed to the 18th Street Development Corporation, a current Department of Economic Development delegate agency, and said reprogramming will not increase the Department's budget; now, therefore,

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

SECTION 1. The sum of \$25,000 in Community Development Block Grant Year XVI funds under the Community Development Assistance Program is hereby reprogrammed from the Pilsen Development Corporation to the 18th Street Development Corporation to conduct commercial revitalization activities in the Pilsen area.

SECTION 2. The Year XVI Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated in the attached Exhibit "A".

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

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

*Exhibit "A".*

## Corrections And Revisions Of C.D.B.G. Year XVI Budget Recommendations.

Fund: 325

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Department Of Economic Development -- 07-1005		
		Community Development Assistance Program -- 2540		
9238		Pilsen Development Corporation	\$25,000	
		18th Street Development Corp. (LIRI)	\$55,000	\$80,000

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AMENDMENT OF MUNICIPAL CODE SECTION 2-92-030 BY  
ESTABLISHING NEW BOND REQUIREMENTS FOR  
CONTRACTS LET BY CITY OF CHICAGO.

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

CHICAGO, July 31, 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 Section 2-92-030 of the Municipal Code of Chicago authorizing newly established bond requirements for contracts let by the City of Chicago, submitted by the Department of Purchases, Contracts and Supplies at the request of Alderman Lemuel Austin, Jr. with the co-sponsorship of Alderman Danny Davis and Alderman Timothy Evans, and having had the same under advisement, begs leave to report

and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago is hereby amended in Section 2- 92-030 by adding the language in italics and deleting the language in brackets as follows:

2-92-030. Whenever any work, construction or improvement is let by contract involving the expenditure of more than \$25,000 [~~\$1,000.00~~], unless the City Council approves the letting of the contract without bond, the purchasing agent shall take a bond, with good and sufficient sureties, in such amount as shall be adequate not only to insure the performance of the work in the time and manner required in such contract, but also to save, indemnify, and keep harmless the city against all liabilities, judgments, costs, and expenses which may in any way [wise] accrue against the city in consequence of the granting of the contract, or which may in any way [wise] result from the carelessness or neglect of the person to whom the contract is let, or his agents, employees or workmen, in any respect whatever. It shall be so conditioned also, that when any judgment shall be recovered against the city by reason of the carelessness or negligence of such person so contracting, or his agents, employees, or workmen, and when due notice of the pendency of such suit has been given by the city to such person, such judgment shall be conclusive against such person and his sureties on such bond, not only as to the amount of damages,

but also to their liability. It shall be conditioned further to provide for the payment of all claims and demands whatsoever which may accrue to each and every person who shall be employed by such contractor, or any assignee or subcontractor of such contractor in or about the performance of such contractor.

It shall be conditioned, also, for the payment of all claims and demands whatsoever which may accrue to each and every such person so employed or to the beneficiaries of any such person, under the laws of the state relating to compensation to workmen for accidental injuries or death, and *the* [said] bond shall contain a provision that the contractor shall insure his liability to pay the compensation and shall pay all claims and demands for compensation for accidental injuries or death under the provisions of the act of the general assembly of the state entitled, "An Act to promote the general welfare of the people of this state by providing compensation for accidental injuries or death suffered in the course of employment within this state and without this state where the contract of employment is made within this state, providing for the enforcement and administering thereof, and a penalty for its violation, and repealing an act entitled, 'An Act to promote the general welfare of the people of this state by providing compensation for accidental injuries or death suffered in the course of employment,' approved June 10, 1911, in force May 1, 1912," approved June 28, 1913, in force July, 1, 1913, and also that when any judgment or award of any board of arbitrators shall be rendered against the city in any suit or claim arising under the aforementioned act, such judgment or award shall be conclusive against such person and his sureties on such bond, not only as to the amount of damages, but as to their liability.

[Provided, however, that in no case shall such bond be for a sum less than 33 1/3 percent of the total amount which the city is obliged to pay under such contract; and provided, further, that where the execution of the contract requires the obstruction or opening up of any public way or other public place, the bond of such contractor shall in no case be less than the sum of \$10,000.00].

*For those contracts involving the expenditure of more than \$25,000 where a bond is required pursuant to this section, the bond shall be for a sum no less than the greater of \$25,000 or 33 1/3% of the total amount which the city is obliged to pay under such contract.*

SECTION 2. This ordinance shall take effect in 30 days after passage and publication.

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TRANSFER OF FUNDS AUTHORIZED WITHIN CORPORATE  
FUND-FINANCE GENERAL IN AMOUNT  
OF \$225,000.00.

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

CHICAGO, July 31, 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 within the Corporate Fund-Finance General, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:



## FROM:

Purpose	Fund	Code Department	Account	Amount
For Payment of Non-Tort Judgments	100	99-2005	0931	\$225,000

## TO:

Purpose	Fund	Code Department	Account	Amount
Professional and Technical Services	100	99-2005	0140	\$225,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Corporate Fund-Finance General during the year 1990.

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

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TRANSFER OF FUNDS AUTHORIZED WITHIN CORPORATE  
FUND-FINANCE GENERAL IN AMOUNT  
OF \$1,000,000.00.

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

CHICAGO, July 31, 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 within the Corporate Fund-Finance General, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
Chairman.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Payment of Non-Tort Judgments	100	99-2005	0931	\$1,000,000

TO:

Purpose	Fund	Code Department	Account	Amount
Claims and Costs of Administration Pursuant to the Workers Compensation Act	100	99-2005	0049	\$1,000,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Corporate Fund-Finance General during the year 1990.

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

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INSTALLATION OF WATER MAINS AT SPECIFIED LOCATIONS.

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

CHICAGO, July 31, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration an order authorizing the installation of water mains in South Yale Avenue from West 63rd Street to West Englewood Avenue; and in West Englewood Avenue in the vicinity of South Yale Avenue, and 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) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Water is hereby authorized to install 636 feet of 12-inch ductile iron water main in South Yale Avenue, from West 63rd Street to West Englewood Avenue; in West Englewood Avenue, from South Yale Avenue to the first alley west of South Yale Avenue; and in the first alley west of South Yale Avenue, from West Englewood Avenue to West 62nd Street, at a total estimated cost of \$101,447.25 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00964.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 26 BY ADDITON  
OF NEW SECTIONS 26-101 THROUGH 26-116 CONCERNING  
MINORITY- AND WOMEN-OWNED BUSINESS  
ENTERPRISE PROCUREMENT PROGRAM.

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

CHICAGO, July 31, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance introduced by Alderman Lemuel Austin, Jr., authorizing an amendment to the Municipal Code of Chicago by adding new Sections 26-101 through 26-116 authorizing the M.B.E./W.B.E. Enterprise Procurement Program, and having conducted a series of hearings on the proposal; and having been presented with a proposed substitute ordinance introduced by Alderman Lemuel Austin, Jr., and having had the same under advisement, and having been presented with an amendment introduced by Alderman Lemuel Austin, Jr. in Section 26-110 concerning the establishment and approval of an Affirmative Action Advisory Board, begs leave to report that Your Committee on the Budget and Government Operations approves the Report and Findings as follows:

(a) Minorities and women have historically been excluded from occupations which provide opportunities for self-employment. Well into the 1960's, this exclusion was virtually total from occupations which involved the provision of goods or services to non-minorities.

(b) Until the implementation of Executive Orders 85-2 and 89-7, the City of Chicago contracted with minority and women-owned businesses at rates substantially less than their representation in the pool of qualified firms.

(c) Racial and sexual discrimination have created substantial barriers to the creation and success of minority- and women-owned businesses.

(1) Discrimination in employment has prevented minorities and women from acquiring the skills and experience necessary for creating successful businesses.

(2) Discrimination in lending prevents minorities and women from obtaining capital necessary to start businesses.

(3) Non-minority businesses are often reluctant to do business with minority- and women-owned businesses, impeding their success.

(4) Housing segregation is pervasive and persistent. It reduces the economic mobility of minorities by limiting the value of their homes and their job opportunities. Housing segregation persists in significant part because of discrimination as reflected in testimony before this committee.

(d) The pervasiveness of discrimination can be empirically demonstrated: even after wealth, education, and age are taken into account, minority self-employment is substantially lower than it should be. Empirical evidence indicates that this is not the result of minority employment preferences, but rather the result of discrimination.

(e) Anecdotal evidence confirms the existence of discrimination against minority- and women-owned businesses, which consistently experience difficulties in obtaining financing, bonding, insurance and contracts because of a discriminatory distrust of minorities and women.

(f) Programs which assist small businesses rather than identifiably minority- and women-owned businesses fail to eradicate the effects of prior discrimination. Because minority- and women-owned businesses face discriminatory barriers unique to them, a program aiding all small businesses will disproportionately aid non-minority firms.

(g) Efforts aimed at creating voluntary plans in which the award of contracts and subcontracts to minority- and women-owned businesses is encouraged consistently fail. Voluntary goals are too amorphous to be meaningful when the administration of large numbers of contracts is at issue.

(h) An effort to direct contracts to minority- and women-owned businesses is required to eradicate the effects of discrimination. Generating demand for such businesses will spur their creation and enhance their success. Aiding only identifiable victims of discrimination will fail, since the discriminatory barriers minorities and women face often prevent the formation of businesses, precluding determination of identifiable damages resulting from discrete discriminatory acts.

(i) Targeting a specified percentage of the City of Chicago's contracts for minority- and women-owned businesses is the only effective way to eliminate the effects of discrimination. This should be done through the use of a numerical goal narrowly tailored in scope and duration. Executive Orders 85-2 and 89-7 created appropriate numerical goals, and they began the process of eradicating the effects of discrimination. That process is not yet complete, however, and further your Committee on the Budget and Government Operations begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance, as amended, transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

Alderman Shaw presented the following proposed amendatory ordinance:

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

SECTION 1. That Section 26-103 of the Muncipal Code of Chicago be and the same is hereby amended by adding, to subsection (b) thereunder, the following language in italics below:

26-103. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent shall undertake, in addition to the other measures provided herein, the following measures:

...

(b) Review each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by 10% of the initial contract value or \$50,000, whichever is greater, for opportunities to increase participation of M.B.E.s or W.B.E.s already involved in the Contract. *The Purchasing Agent shall bring each such contract before the City Council for review.*

...

SECTION 2. That Section 26-108 of the Municipal Code of Chicago be and the same is hereby further amended by inserting therein the following language in italics below:

26-108. A Contract Compliance Officer shall be appointed by the Mayor, *with the approval of the City Council.* The Contract Compliance Officer shall *have the right to review all Contracts and shall, in coordination with the Board and the Purchasing Agent, perform ...*

SECTION 3. That Section 26-111 of the Municipal Code of Chicago is hereby amended by adding, to sub-sections (f) and (i) thereunder, the following language in italics below:

26-111. The Board and its staff shall meet regularly with representatives of the Purchasing Department and the Department of Public Works to review the implementation of the Program. In addition, the Board shall:

...

(f) Make recommendations to the Purchasing Agent concerning the suspension of Contractors, M.B.E.s and W.B.E.s that are charged with making fraudulent misrepresentations concerning M.B.E. and W.B.E. utilization pursuant to Section 26-113 of this Chapter. *The Mayor and City Council shall have the power to cancel any Contracts of Contractors, M.B.E.s and W.B.E.s who are found guilty of violating the provisions of Sections 26-101 through 26-116 of this Code. In addition, any person found guilty of violating the provisions of Sections 26-101 through 26-116 shall be subject to a fine of \$1,000.00 or up to six months imprisonment, or both such fine and imprisonment.*

...

(i) Perform such other affirmative action related duties as the Mayor *and members of the City Council* may require.

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

Alderman Madrzyk moved to *Lay on the Table* the foregoing proposed amendatory ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Beavers, Dixon, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Troutman, Krystyniak, Gutierrez, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 29.

*Nays* -- Aldermen T. Evans, Bloom, Shaw, Carter, Langford, Streeter, J. Evans, Henry, E. Smith, Davis, Figueroa, Shiller, Orr -- 13.

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Alderman T. Evans then presented the following substitute proposed ordinance:

(Language in italics is added and language in brackets is deleted from proposed ordinance before the committee prior to this substitute.)

WHEREAS, Discrimination is repugnant to the principles of liberty and equality embodied in the Constitution of the United States and the Constitution of the State of Illinois; and

WHEREAS, Past governmental and private discrimination in the Chicago metropolitan area has caused a disproportionate number of minority- and women-owned businesses to suffer competitive disadvantages in forming and controlling viable businesses; and

WHEREAS, The lack of economic opportunities for minority- and women- owned businesses in the Chicago area unnecessarily impedes both social progress and the economic development of the City of Chicago; and

WHEREAS, The City of Chicago has a compelling interest in promoting economic equality *and parity* among its citizens and its contractors; and

WHEREAS, It is in the best interests of the City of Chicago, its labor force, business community and taxpayers that the local economy be strengthened; and



WHEREAS, Most minority-owned businesses are located in the centers of minority population, and minority-owned businesses are more likely to create employment opportunities for minority workers than majority-owned businesses; and

WHEREAS, The City of Chicago through its contracting function has a significant impact on local economic activity and business development; and

*WHEREAS, The Supreme Court required municipalities to enact City Plans that are narrowly tailored to remedy prior discrimination by the use of reasonable race-neutral means to increase minority business participation before or, at least, simultaneously with set aside programs, and the lack of prompt payment policy by municipalities is a principal barrier blocking minority business progress and, in some instances, generates unnecessary business failures, it is in the best interest of the City of Chicago, its labor force and business community that the City of Chicago institute a reasonable race- neutral policy of promptly paying its obligations as they become due; and*

WHEREAS, To remedy past governmental and private discrimination and the resulting competitive disadvantages suffered by such businesses it is necessary that the City of Chicago use its purchasing functions to provide and enhance competitive opportunities for minority- and women-owned businesses; and

*WHEREAS, Past discrimination by unions in apprenticeship programs and discrimination by financial institutions and insurance institutions in loaning, bonding and insurance policies have contributed to competitive disadvantages suffered by minority- and women-owned businesses and such practices are hereafter to be prohibited; and*

WHEREAS, The City's interest in the economic and social well-being of all its citizens can best be furthered through the adoption and implementation of a Minority- and Women-Owned Business Enterprise Procurement Program; and

WHEREAS, The constituencies most affected by the goals and operations of the Program should participate in decision-making regarding the Program; and

WHEREAS, Voluntary and/or race-neutral remedies will not ameliorate the effects of historic racial discrimination against African-Americans, Hispanics and Asian-Americans and gender discrimination against women in the City's purchasing functions; and

WHEREAS, Numerical goals are necessary to promote and measure the success of the Program in eradicating the effects of historic racial and gender discrimination in the City's purchasing functions; and

WHEREAS, Large construction projects provide opportunities for greater use of minority- and women-owned businesses and to offset under-utilization of such businesses because of waivers on smaller projects; and

WHEREAS, A Target Market Program under which minority- and women- owned businesses have a preference in bidding for a certain percentage of City contracts would

promote contracting opportunities for minority- and women- owned businesses and lessen the burden of the City's affirmative action program on majority-owned businesses; and

WHEREAS, The Program must create the least burden possible on the rights of those adversely affected; and

WHEREAS, Modification of the City's competitive bidding procedures will lessen the burden of prime contractors in meeting subcontracting goals and provide more information to the Department of Purchases for administration of the Program; and

WHEREAS, Periodic review of the Program's goals and the operation of the Program should be conducted; now, therefore,

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

SECTION 1. Chapter 26 of the Municipal Code of the City of Chicago is hereby amended by adding thereto new Sections 26-101 through 26-116, as follows:

26-101. As used in Sections 26-101 through 26-116 of this Chapter, the following terms shall have the following meanings:

(a) "Affiliate" of a person or entity means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified.

(b) "Board" means the Affirmative Action Advisory Board established in Section 26-110 of this Chapter.

(c) "Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.

(d) "Construction contract" means a contract for the construction, repair, improvement or demolition of any building, bridge, roadway or other structure.

(e) "Construction Project Program" means the program provided for in Section 26-106 of this Chapter.

(f) "Contract" means any contract, purchase order or agreement (other than a lease of real property or collective bargaining agreement) awarded by any officer or agency of the City other than the City Council, and whose cost is to be paid from funds belonging to or administered by the City of Chicago, regardless of source.

(g) "Contract Compliance Officer" means the officer appointed pursuant to Section 26-108 of this Chapter.

(h) "Contractor" means any person or business entity that shall enter into a contract with the City, and includes all partners and all joint venturers of such person.

(i) "Credit Program" means the program provided for in Section 26-112 of this Chapter.

(j) "Disadvantaged Business Enterprise" or "D.B.E.", in connection with a contract which is funded in whole or in part from State or federal governmental sources, means a business entity which is a disadvantaged business enterprise pursuant to the rules and regulations of such governmental source.

(k) "Established Business" means a business entity which, by virtue of its size and capacity for competing in the markets in which it operates, does not need to be a participant in the Program in order to effectuate the purposes of the Program, as determined by the Purchasing Agent pursuant to regulations adopted by the Purchasing Department. On or prior to December 31, 1991, a business entity shall be presumed to be an Established Business if the business entity and its affiliates have had annual average gross receipts in excess of [\$14] \$17 Million over the previous three fiscal years *or until their gross receipts reach the annual average gross receipts of their competitors over the previous three fiscal years, whichever is larger.*

(l) "Joint Venture" means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge.

(m) "Local Business" means a business entity located within the counties of Cook, DuPage, Kane, Lake, Henry or Will in the State of Illinois (the "six-county region") which has the majority of its regular full-time work force located within the six-county region.

(n) "Minority group" means any of the following racial or ethnic groups:

(i) African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);

(ii) Hispanics (persons of Spanish or Portuguese culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);

(iii) Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(iv) other groups, or other individuals, found by the Board to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City; and

(v) for purposes of contracts funded by State or federal governmental sources, groups found to be eligible for purposes of the designation of D.B.E.s by such governmental sources.

(o) "Minority-owned business" or "M.B.E." means a local business which is at least 51% owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more members of one or more minority groups, whose management and daily business operations are controlled by one or more members of one or more minority groups, and which is not an Established Business.

(p) "M.B.E. Percentage" means, from the effective date of this ordinance through December 31, 1990, 25%; from January 1, 1991 through December 31, 1991, 21.1%; from January 1, 1992 through December 31, 1992, 19.5%; from January 1, 1993 through December 31, 1993, 17.7%; and from and after January 1, 1994, 16.9%.

(q) "M.B.E. Target Market Percentage" means, from January 1, 1991 through December 31, 1991, 5.0%; from January 1, 1992 through December 31, 1992, 7.0%; from January 1, 1993 through December 31, 1993, 9.0%; and from and after January 1, 1994, 10.0%.

(r) "Owned" means having all the customary incidents of ownership, including the right of disposition, and sharing in all risks and profits commensurate with the degree of ownership interest.

(s) "Program" means the minority- and women-owned business enterprise procurement program established in Sections 26-101 through 26-116 of this Chapter.

(t) "Purchasing Agent" means the Purchasing Agent of the City of Chicago.

(u) "Purchasing Department" means the Department of Purchases, Contracts and Supplies of the City of Chicago.

(v) "Target Market Contract" means a contract designated for competition limited to M.B.E.s or W.B.E.s on either a negotiated or competitive bid process pursuant to Section 26-105 of this Chapter.

(w) "Women-owned business" or "W.B.E." means a local business which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, 51% of the stock of which is owned by one or more women, whose management and daily business operations are controlled by one or more women, and which is not an Established Business.

(x) "W.B.E. Percentage" means, from the effective date of this ordinance through December 31, 1990, 5.0%; from January 1, 1991 through December 31, 1991, 5.1%; from January 1, 1992 through December 31, 1992, 4.9%; from January 1, 1993 through December 31, 1993, 4.8%; and from and after January 1, 1994, 4.5%.

(y) "W.B.E. Target Market Percentage" means, from January 1, 1991 through December 31, 1991, 0.2%;

from January 1, 1992 through December 31, 1992, 0.5%; from January 1, 1993 through December 31, 1993, 0.7%; and from and after January 1, 1994, 1.0%.

26-102. The Purchasing Agent shall establish a goal of awarding not less than [25%] 30% of the annual dollar value of all contracts to qualified M.B.E.s and [5%] 10% of the annual dollar value of all contracts to qualified W.B.E.s. *This provision applies to all contracts with the City of Chicago in excess of \$10,000 including but not limited to professional service contracts.*

26-103. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent shall undertake, in addition to the other measures provided herein, the following measures:

(a) Insert within specifications for each contract with a value in excess of \$10,000 a requirement that the contractor commit to the expenditure of at least the M.B.E. Percentage of the dollar value of the contract with one or more M.B.E.s and at least the W.B.E. Percentage of the dollar value with one or more W.B.E.s. This commitment may be met by the contractor's status as M.B.E. or W.B.E., or by joint venture with one or more M.B.E.s or W.B.E.s as prime contractor (to the extent of the M.B.E. or W.B.E. participation in such joint venture), or by subcontracting a portion of the work to one or more M.B.E.s or W.B.E.s, or by purchase of materials or services for the work from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the contractor's business (but no dollar of such indirect M.B.E. or W.B.E. participation shall be credited more than once against a contractor's M.B.E. or W.B.E. commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

(b) Review each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by 10% of the initial contract value or \$50,000, whichever is greater, for opportunities to increase participation of M.B.E.s or W.B.E.s already involved in the contract.

(c) Consider the extent of each bidder's commitment to M.B.E./W.B.E. participation as further evidence of the responsibility of the bidder.

(d) Negotiate with any contractor whose contract is in excess of \$10,000 in value and is not awarded by competitive bidding a commitment, where practicable, to M.B.E. participation of at least the M.B.E. Percentage and W.B.E. participation of at least the W.B.E. Percentage of the dollar value of the contract.

(e) Insert in each contract containing a commitment to M.B.E. or W.B.E. participation:

(i) a requirement of periodic reporting by the contractor to the Contract Compliance Officer on all expenditures made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each M.B.E. and W.B.E. solicited by the contractor to work as a subcontractor on the contract and the responses received by the contractor to such solicitation, the name and business address of each M.B.E. and W.B.E. actually involved in the contract, a description of the work performed and/or product or service supplied by each such M.B.E. or W.B.E., the date and amount of each expenditure, and such other information as may assist the Contract Compliance Officer in determining the contractor's compliance with the foregoing provisions, and the status of any M.B.E. or W.B.E. performing any portion of the contract.

(ii) remedies for a contractor's non-compliance with the commitment to M.B.E./W.B.E. participation, including an agreement to pay lost profits to the M.B.E.s and W.B.E.s which were underutilized. The unexcused reduction of M.B.E. or W.B.E. contract participation in connection with a contract (including any modification thereof) shall entitle the affected M.B.E.s and W.B.E.s to payments pursuant to such agreement. Such provisions shall include an undertaking by the contractor to submit any dispute concerning such payments to binding arbitration by an independent arbitrator, other than any department or agency of the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing M.B.E. or W.B.E. The Purchasing Department shall adopt rules and procedures governing such arbitrations. Nothing herein shall be construed to limit the rights of and remedies available to the City.

(iii) uniform provisions permitting the termination of the contract by the City upon the disqualification of the contractor as M.B.E. or W.B.E., if (a) the contractor's status as M.B.E. or W.B.E. was a factor in the award of the contract and (b) such status was misrepresented by the contractor.

(iv) uniform provisions permitting termination of the contract by the City upon the disqualification of any M.B.E. or W.B.E. subcontractor or supplier of goods or services if (a) the subcontractor's or supplier's status as M.B.E. or W.B.E. was a factor in the award of the contract and (b) the status of the subcontractor or supplier was misrepresented by the contractor. In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified M.B.E. or W.B.E. as its replacement.

(v) uniform provisions allowing the Contract Compliance Officer access to the contractor's books and records, including without limitation payroll records, tax returns and records, and books of account, on five business days' notice, to allow the Officer to determine the contractor's compliance with its commitment to M.B.E./W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

*(vi) remedies for contractor's non-prompt payment to subcontractor for work performed by subcontractor including the right of the City of Chicago to pay the subcontractor directly or the right of the City of Chicago to issue a check payable to both the contractor and the subcontractor for work performance by subcontractor.*

*(vii) the City of Chicago shall promptly pay any contractual obligation incurred by the City of Chicago pursuant to Chapter 26, Sections 26-101 through 26-116 of the Municipal Code of the City of Chicago within 30 days of the date due. Said provision to be waived only by the Mayor (or his designated agent) with the advice and consent of the City Council of the City of Chicago.*

(f) Send notices to M.B.E.s and W.B.E.s who have been identified as subcontractors in accordance with Section 26-103 (e)(i) of this Chapter, including therein notification of the right of arbitration provided in Section 26-103(e)(ii) of this Chapter.

(g) To the extent practicable, award contracts requiring the expenditure of funds not exceeding \$10,000 to qualified M.B.E.s and W.B.E.s. Contracts so awarded to M.B.E.s and W.B.E.s shall be considered Target Market Contracts for purposes of satisfying the requirements of Section 26-105(a) of this Chapter.

(h) Include M.B.E.s and W.B.E.s on solicitation mailing lists, and encourage that they be solicited for suitable contracts.

(i) Include with the bid specifications for each competitively bid contract a list of certified M.B.E.s and W.B.E.s that are available to perform the work required by the specifications.

(j) Working with the Department of Economic Development, review the bonding and insurance requirements for M.B.E.s and W.B.E.s participating in contracts and evaluate methods for reducing the burden imposed by such requirements consistent with the protection of the City's interests.

(k) Working with the Board, issue rules and regulations relating to the Credit Program.

(l) Working with the Law Department, issue rules and regulations relating to appeals of the decisions of the Purchasing Agent under the Program.

(m) Issue rules and regulations to implement the procedures designed by the Contract Compliance Officer.

26-104. If, in connection with a particular contract, either before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract, the Purchasing Agent determines that it is impracticable or excessively costly to obtain qualified M.B.E.s and W.B.E.s to perform sufficient work to fulfill the commitment stated in Section 26-103 hereof, the Purchasing

Agent shall reduce or waive the commitment to M.B.E./W.B.E participation in the contract, as may be appropriate. The Purchasing Agent shall issue rules and regulations setting forth the standards to be used in determining whether or not such a reduction or waiver is appropriate. Except as otherwise provided in such rules and regulations, a waiver or reduction shall be deemed appropriate if a contractor has unsuccessfully solicited 50% or more of the M.B.E.s or W.B.E.s identified in the bid solicitation in accordance with Section 26-103(i) hereof and has documented such effort to the satisfaction of the Purchasing Agent. In addition, such rules and regulations shall require that a contractor seeking a waiver or reduction shall have provided timely notice of the need for subcontractors to an appropriate association of M.B.E.s or W.B.E.s, which association or associations shall be entitled to comment on any waiver or reduction application. If the Purchasing Agent determines that a lesser percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, such bid solicitations shall include a statement of such revised standard *and the Purchasing Agent shall give notice to the City Council within 30 days of said action.*

26-105. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent shall develop and coordinate a Target Market Program including the following elements:

(a) In January of each year the Purchasing Agent shall estimate the dollar value of all contracts to be awarded by the City during that year and shall multiply that total by the M.B.E. Target Percentage and the W.B.E. Target Percentage for that year. Contracts with an estimated dollar value equal to such products shall be set aside (prior to advertisement in the case of contracts to be awarded by bid) to be let only to qualified M.B.E.s and qualified W.B.E.s, respectively.

(b) The Purchasing Agent shall work with the officers, departments and agencies of the City and the Board to determine the appropriate designation of contracts as Target Market Contracts. To the extent practicable, the Purchasing Agent shall divide the procurements so designated into contract award units of economically feasible production runs in order to facilitate offers or bids from M.B.E.s and W.B.E.s. In making his annual designation of Target Market Contracts, the Purchasing Agent shall attempt to vary the included procurements so that a variety of goods and services produced by different M.B.E.s and W.B.E.s shall be set aside each year. M.B.E.s and W.B.E.s shall remain eligible to seek the procurement award of contracts which have not been designated as Target Market Contracts.

(c) The Purchasing Department shall develop a list of M.B.E.s and W.B.E.s who are interested in participating in the Target Market Program, including the type of contract in which each M.B.E. or W.B.E. is interested in participating. The Purchasing Department may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the Program. No contract shall be eligible for inclusion in the Target Market Program unless the list developed by the Purchasing Department indicates that there are at least three qualified M.B.E.s or W.B.E.s interested in participating in



that type of contract. The Purchasing Department may develop guidelines to regulate the level of participation of individual M.B.E.s and W.B.E.s in the Target Market Program in order to prevent the domination of the Target Market Program by a small number of such entities. In order to facilitate the inclusion of construction contracts in the Target Market Program, the Purchasing Department, together with the Department of Public Works, shall develop a program of pre-qualifying M.B.E.s and W.B.E.s as to business and financial capacity to perform construction contract work. Where necessary or useful, the Purchasing Department may require M.B.E.s and W.B.E.s to participate in training programs offered by the Department of Economic Development or other City departments or agencies as a condition to participation in the Target Market Program.

(d) Participation in the Target Market Program shall be limited to M.B.E.s, W.B.E.s and joint ventures consisting exclusively of M.B.E.s, W.B.E.s or both. The prime contractor on a Target Market Contract may subcontract up to 50% of the dollar value of the Target Market Contract to subcontractors who are not M.B.E.s or W.B.E.s.

(e) The Purchasing Department may include in the Target Market Program contracts which are funded by the State or federal government and may vary the standards of eligibility of the Target Market Program (for example, by allowing the participation of D.B.E.s) to the extent necessary to comply with the requirements of the government agency supplying the funding.

(f) If no satisfactory bid or response is received with respect to a contract which has been designated as part of the Target Market Program, the Purchasing Department may delete such contract from the Target Market Program, in which case the contract shall be subject to the requirements of Section 26-103 of this Chapter. In addition, the Purchasing Agent shall thereupon designate and set aside for the Target Market Program additional contracts corresponding in approximate value to the contract which was deleted from the Target Market Program, to the extent feasible.

(g) In order to facilitate the performance of Target Market Contracts by M.B.E.s and W.B.E.s, the Purchasing Agent may expedite payments under Target Market Contracts, may reduce retainages under Target Market Contracts where appropriate and may pay the contractor a portion of the value of a Target Market Contract at the time of award as an advance to cover start-up and mobilization costs.

26-106. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent, together with the Department of Public Works, shall develop a Construction Project Program to encourage the use of M.B.E.s and W.B.E.s on large construction contracts at levels in excess of those required by Section 26-103 of this Chapter in order to help offset the effect that waivers granted pursuant to Section 26-104 of this Chapter have upon the attainment of the goals set forth in Section 26-102. The Construction Project Program shall include the following elements:

(a) All departments and agencies contemplating a construction contract in excess of \$10 Million shall notify the Purchasing Department and the Department of Public

Works prior to creating architectural specifications. The Purchasing Department and the Department of Public Works shall notify the Board upon receipt of such notice, and the Board shall thereafter designate a Project Task Force to form a working group with the Purchasing Department, the Department of Public Works, the Department of Economic Development and the user department or agency with respect to such construction contract. In consultation with the working group, the Purchasing Department shall set project-specific mandatory subcontracting goals in excess of the goals set forth in Section 26-103 of this Chapter and commensurate with the projected availability of qualified M.B.E.s and W.B.E.s.

(b) The Purchasing Department and the Project Task Force shall host one or more pre-bid conferences to acquaint potential prime contractors and M.B.E. and W.B.E. subcontractors with the project and to acquaint prime contractors with potential M.B.E. and W.B.E. subcontractors.

(c) The Project Task Force and the Department of Economic Development may offer general assistance to M.B.E.s and W.B.E.s concerning the subcontracting process and financial planning related to participation in the Construction Project Program.

(d) The cost of funding the Project Task Force shall be included in the bid specifications, based upon a reasonable per diem fee and a stipend for pre-bid services established by the Board.

26-107. For purposes of determining compliance with any of the requirements for M.B.E. or W.B.E. participation in contracts under the several programs which constitute the Program, contracts with M.B.E.s or W.B.E.s that involve performing the duties of a broker shall only be taken into account to the following extent: from the effective date of this ordinance through December 31, 1990, 20%; from January 1, 1991, through December 31, 1991, 10%; from January 1, 1992, through December 31, 1992, 5%; and thereafter, 0%.

26-108. A Contract Compliance Officer shall be appointed by the Mayor *with the advice and consent of the City Council*. The Contract Compliance Officer shall, in coordination with the Board and the Purchasing Agent, perform the following duties:

(a) Supervise the implementation of the Program and report to the Mayor and to the Board on a quarterly basis the extent of achievement of the goal stated in Section 26-102 of this Chapter, along with any recommendations for modification of the goal or of the measures contained herein.

(b) Establish uniform procedures to apply for certification as a M.B.E. or W.B.E., and to appeal from denial of certification as a M.B.E. or W.B.E. The certification of Local Businesses certified by the City as M.B.E.s or W.B.E.s at the effective date of this ordinance shall not be affected by the adoption of this ordinance. Each application for certification shall be in writing, and executed under oath by an officer or owner of the applicant, and shall contain such information as may assist the Contract Compliance Officer in determining the status of the applicant. If certification or

recertification of a business entity has been denied three or more times in a five year period, then the Contract Compliance Officer may not consider an application from such business entity or its successors for a period of four years from the date of the most recent denial.

(c) Recruit M.B.E.s and W.B.E.s to apply for certification. Recruitment may be done through contact with other governments, governmental agencies, community organizations or business associations, advertising or any other suitable means.

(d) Maintain a directory of certified M.B.E.s and W.B.E.s, describing them by name, business address, classification and type of business. This directory shall be made available to any interested person during normal business hours.

(e) Direct certified M.B.E.s and W.B.E.s to notify him or her of any change in ownership, officers or management within 10 days after such change occurs.

(f) Investigate the status of certified M.B.E.s and W.B.E.s to determine whether they should retain certification.

(g) Establish uniform procedures, consistent with the principals of due process of law, for the decertification of M.B.E.s and W.B.E.s which have been improperly certified or no longer qualify for certification, and for appeal from decertification.

(h) Notify the Purchasing Agent and all City agencies and departments which request information on certified M.B.E.s and W.B.E.s of any decertifications made in accordance with Subsection (g) of this Section. If certification or recertification of a business entity has been denied by the Contract Compliance Officer, then the Contract Compliance Officer shall also inform other Chicago area governmental agencies with affirmative action plans containing similar certification criteria of such denial if such agencies have agreed to provide similar information to the Contract Compliance Officer.

(i) Publicize the Program through appropriate means, in order to attract qualified M.B.E.s and W.B.E.s.

26-109. The head of any executive department or agency of City government who exercises any contracting power on behalf of the City beyond the scope of the Purchasing Act shall consult and cooperate with the Purchasing Agent and the Contract Compliance Officer in achieving the goal stated in Section 26-102 of this Chapter through his or her exercise of the contracting power and shall, to the extent practicable, implement procedures described in Subsections (a) through (e) of Section 26-103 and Section 26-105.

26-110. There is hereby established for the City of Chicago an Affirmative Action Advisory Board to monitor and report on the participation of minority- and women-owned businesses in public contracting. The Board shall consist of 11 members appointed by the Mayor for two year terms, who shall serve at the pleasure of the Mayor. Members shall hold office until their successors are appointed. Whenever a vacancy shall occur by

reason of death, resignation, expiration of term or other reason, the Mayor shall appoint a new member for the balance of the unexpired term. The Mayor shall designate a member to serve as Chair of the Board, who shall serve in such capacity at the pleasure of the Mayor. All members of the Board shall be residents of the City of Chicago. Two of the members shall be representatives of the Purchasing Department, one member shall be a representative of the Department of Public Works, four members shall be representatives of M.B.E.s, one member shall be a representative of a W.B.E. and three members shall be representatives of contractors that are neither M.B.E.s nor W.B.E.s. Members of the Board who are not employees of the City may not be appointed to more than two consecutive terms. Members of the Board shall disclose to the Board any financial interest, as defined in the Governmental Ethics Ordinance, they or any M.B.E., W.B.E. or contractor they represent may have in matters coming before the Board and shall abstain from participation in such matters. No member of the Board shall be compensated for membership, but each member may be reimbursed for expenses reasonably incurred in the performance of official duties. The Board may accept offers of gifts or grants from the United States, the State of Illinois, their agencies or officers, or from any person, firm or corporation of services, equipment, supplies, materials or funds and, with the consent of the Purchasing Agent, may expend such receipts on projects which facilitate the performance of its duties. The Mayor shall appoint a staff director and such additional staff as may be necessary to carry out the business of the Board in cooperation with the Purchasing Department.

26-111. The Board and its staff shall meet regularly with representatives of the Purchasing Department and the Department of Public Works to review the implementation of the Program. In addition, the Board shall:

(a) Assist the Purchasing Department in the adoption of regulations and guidelines for the implementation of the Program, including the Target Market Program.

(b) Recommend to the Purchasing Department contract areas appropriate for inclusion in the Target Market Program.

(c) Appoint Project Task Forces consisting of members of the Board to assist the Purchasing Department in the implementation of the Construction Project Program provided for in Section 26-106 of this Chapter.

(d) Refer charges that City employees have engaged in discrimination against members of the minority groups or women in the purchasing function to the City Inspector General, the City Commission on Human Relations or the Illinois Department of Human Rights.

(e) Administer the Credit Program.

(f) Make recommendations to the Purchasing Agent concerning the suspension of contractors, M.B.E.s and W.B.E.s that are charged with making fraudulent misrepresentations concerning M.B.E. and W.B.E. utilization pursuant to Section 26-113 of this Chapter.

(g) On or before September 30, 1991, issue a report to the Mayor and to the Purchasing Agent setting forth proposed standards for the determination of when an M.B.E. or W.B.E. has become self-sufficient and capable of competing in the market with non-disadvantaged firms and thus should be treated as an Established Business under the Program.

(h) Submit a report on or before March 1 of each year to the Mayor and to the City Council reviewing the performance of City departments in meeting the goals established in the Program, and recommend amendments to the Program which the Board believes are necessary to accomplish its purposes.

(i) Perform such other affirmative action related duties as the Mayor may require.

26-112. The Purchasing Department and the Board shall establish a program (the "Credit Program") whereby contractors may receive credit applicable to meeting the requirements set forth in subsections (a) and (d) of Section 26-103, based on their utilization of M.B.E.s and W.B.E.s in projects not involving governmental funding. The Credit Program shall be reviewed annually by the Board and the Purchasing Department and may be suspended by the Board upon a finding of substantial evidence of fraud in connection with the application for credits. The Credit Program shall include the following features:

(a) Credits shall be awarded by the Board only for the use of M.B.E.s or W.B.E.s in projects which do not have mandatory affirmative action goals or to the extent of use in excess of mandatory affirmative action goals.

(b) One dollar of credit shall be earned for each three dollars of eligible use.

(c) Credits shall be awarded only to the party responsible for hiring the M.B.E. or W.B.E. and if there is more than one responsible party, credits shall be allocated ratably among such parties in order to prevent duplication.

(d) Credits may be applied at the time a contract is awarded against the requirements set forth in subsections (a) and (d) of Section 26-103 to reduce the requirements, dollar of requirement for dollar of credit, up to a maximum credit of 5% of the dollar value of the contract.

(e) Credits may not be applied more than one year after being awarded by the Board.

26-113(a). If the Purchasing Department determines, after notice and a hearing before the Purchasing Agent and upon receipt of a non-binding recommendation from the Board, that a contractor, M.B.E. or W.B.E. has made fraudulent misrepresentations to the Purchasing Department regarding the utilization of M.B.E.s or W.B.E.s, or has colluded with another making such fraudulent misrepresentations, the contractor,

M.B.E. and W.B.E., as the case may be, shall be disqualified from contracting or subcontracting on additional contracts for a period of three years. No M.B.E. or W.B.E. shall be disqualified for collusive misrepresentations unless all parties with which the M.B.E. or W.B.E. was found to have colluded are also disqualified. The City shall regard as unresponsive any bid submitted during such three year period which includes a disqualified entity as a contractor, subcontractor or member of a joint venture. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject. The Purchasing Department shall inform the State's Attorney of Cook County of instances of fraudulent misrepresentations and collusion.

*26-113(b). Any unions, financial institution and/or insurance institution which is found to have illegally discriminated against a minority- or women- owned businesses in the City of Chicago by any court of competent jurisdiction shall be disqualified from entering into any contract with the City of Chicago for a period of three years. The City shall regard as unresponsive any bid submitted during such three year period which includes a disqualified entity as a contractor, subcontractor or member of a joint venture. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.*

26-114. The Purchasing Department may promulgate administrative rules and regulations implementing Sections 26-101 through 26-116 of this Chapter. The rules and regulations may proscribe time delays and preemptive periods for applications, for appeals or for the doing of any act required or permitted herein.

26-115. Sections 26-101 through 26-116 of this Chapter are adopted pursuant to the home rule powers of the City and supersede any inconsistent provision of any law or regulation of the State of Illinois. Such Sections of this Chapter shall not apply to any contract to the extent that it is inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under the home rule powers of the City. In connection with any contract funded in whole or in part from State or federal sources which require the imposition of goals related to the participation of D.B.E.s, Sections 26-101 through 26-116 shall not apply to the extent inconsistent with such State or federal requirements.

26-116. In the event that any section, paragraph, clause or provision of Sections 26-101 through 26-116 of this Chapter shall be held invalid by any court, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 2. This ordinance shall be in full force and effect 90 days from passage and publication.

Alderman Austin moved to *Lay on the Table* the foregoing proposed substitute ordinance. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Stone -- 27.

*Nays* -- Aldermen Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Carter, Langford, Streeter, Troutman, J. Evans, Henry, E. Smith, Davis, Figueroa, Shiller, Orr -- 18.

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Discrimination is repugnant to the principles of liberty and equality embodied in the Constitution of the United States and the Constitution of the State of Illinois; and

WHEREAS, Past governmental and private discrimination in the Chicago metropolitan area has caused a disproportionate number of minority- and women-owned businesses to suffer competitive disadvantages in forming and controlling viable businesses; and

WHEREAS, The lack of economic opportunities for minority- and women- owned businesses in the Chicago area unnecessarily impedes both social progress and the economic development of the City of Chicago; and

WHEREAS, The City of Chicago has a compelling interest in promoting economic equality among its citizens and its contractors; and

WHEREAS, It is in the best interests of the City of Chicago, its labor force, business community and taxpayers that the local economy be strengthened; and

WHEREAS, Most minority-owned businesses are located in the centers of minority population, and minority-owned businesses are more likely to create employment opportunities for minority workers than majority-owned businesses; and

WHEREAS, The City of Chicago through its contracting function has a significant impact on local economic activity and business development; and

WHEREAS, To remedy past governmental and private discrimination and the resulting competitive disadvantages suffered by such businesses it is necessary that the City of Chicago use its purchasing functions to provide and enhance competitive opportunities for minority- and women-owned businesses; and

WHEREAS, The City's interest in the economic and social well-being of all its citizens can best be furthered through the adoption and implementation of a Minority- and Women-Owned Business Enterprise Procurement Program; and

WHEREAS, The constituencies most affected by the goals and operations of the Program should participate in decision-making regarding the Program; and

WHEREAS, Voluntary and/or race-neutral remedies will not ameliorate the effects of historic racial discrimination against African-Americans, Hispanics and Asian-Americans and gender discrimination against women in the City's purchasing functions; and

WHEREAS, Numerical goals are necessary to promote and measure the success of the Program in eradicating the effects of historical racial and gender discrimination in the City's purchasing functions; and

WHEREAS, Large construction projects provide opportunities for greater use of minority- and women-owned businesses and to offset underutilization of such businesses because of waivers on smaller projects; and

WHEREAS, A Target Market Program under which minority- and women-owned businesses have a preference in bidding for a certain percentage of City Contracts would promote contracting opportunities for minority- and women-owned businesses and lessen the burden of the City's affirmative action program on majority-owned businesses; and

WHEREAS, The Program must create the least burden possible on the rights of those adversely affected; and

WHEREAS, Modification of the City's competitive bidding procedures will lessen the burden of prime contractors in meeting subcontracting goals and provide more information to the Department of Purchases for administration of the Program; and

WHEREAS, Periodic review of the Program's goals and the operation of the Program should be conducted; now, therefore,

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

SECTION 1. Chapter 26 of the Municipal Code of the City of Chicago is hereby amended by adding thereto new Sections 26-101 through 26-116, as follows:

*26-101. As used in Sections 26-101 through 26-116 of this Chapter, the following terms shall have the following meanings:*



(a) *"Affiliate" of a person or entity means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified.*

(b) *"Board" means the Affirmative Action Advisory Board established in Section 26-110 of this Chapter.*

(c) *"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.*

(d) *"Construction Contract" means a contract for the construction, repair or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure.*

(e) *"Construction Project Program" means the program provided for in Section 26-106 of this Chapter.*

(f) *"Contract" means any contract, purchase order or agreement (other than a Delegate Agency Contract or lease of real property or collective bargaining agreement) awarded by any officer or agency of the City other than the City Council, and whose cost is to be paid from funds belonging to or administered by the City of Chicago, regardless of source.*

(g) *"Contract Compliance Officer" means the officer appointed pursuant to Section 26-108 of this Chapter.*

(h) *"Contractor" means any person or business entity that shall enter into a Contract with the City, and includes all partners and all joint venturers of such person.*

(i) *"Credit Program" means the program provided for in Section 26-112 of this Chapter.*

(j) *"Delegate Agency Contract" means a contract with a not-for-profit or for-profit organization which provides social services (including but not limited to job training and placement, education, child day care, emergency shelter, home-delivery meals, and health care) to targeted communities under agreements with the City which are funded by federal or state grants and paid on a pass-through basis.*

(k) *"Disadvantaged Business Enterprise" or "D.B.E.", in connection with a Contract which is funded in whole or in part from state or federal governmental sources, means a business entity which is a disadvantaged business enterprise pursuant to the rules and regulations of such governmental source.*

(l) *"Established Business" means a business entity which, by virtue of its size and capacity for competing in the markets in which it operates, does not need to be a participant in the Program in order to effectuate the purposes of the Program, as determined by the Purchasing Agent pursuant to regulations adopted by the Purchasing*

*Department. On or prior to December 31, 1991, a business entity shall be presumed to be an Established Business if the business entity and its affiliates have had annual average gross receipts in excess of \$17 Million over the previous three fiscal years.*

*(m) "Joint Venture" means an association of two or more businesses formed to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skills and knowledge.*

*(n) "Local Business" means a business entity located within the counties of Cook, Du Page, Kane, Lake, McHenry or Will in the State of Illinois (the "Six-County Region") which has the majority of its regular, full-time work force located within the Six-County Region.*

*(o) "Minority Group" means any of the following racial or ethnic groups:*

*(i) African-Americans or Blacks (persons having origins in any of the Black racial groups of Africa);*

*(ii) Hispanics (persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race);*

*(iii) Asian-Americans (persons having origins in any of the original peoples of East Asia, Southeast Asia, the Indian subcontinent, or the Pacific Islands);*

*(iv) other groups, or other individuals, found by the Board to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets or to do business with the City; and*

*(v) for purposes of Contracts funded by state or federal governmental sources, groups found to be eligible for purposes of the designation of D.B.E.s by such governmental sources.*

*(p) "Minority-Owned Business" or "M.B.E." means a Local Business which is at least 51% owned by one or more members of one or more Minority Groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more members of one or more Minority Groups, whose management and daily business operations are controlled by one or more members of one or more Minority Groups, and which is not an Established Business.*

*(q) "M.B.E. Percentage" means, from the effective date of this ordinance through December 31, 1990, 25%; from January 1, 1991 through December 31, 1991, 21.1%; from January 1, 1992 through December 31, 1992, 19.5%; from January 1, 1993 through December 31, 1993, 17.7%; and from and after January 1, 1994, 16.9%. For Contracts procured by public solicitation, the M.B.E. Percentages shall apply as of the date the solicitation is publicly advertised.*

(r) "M.B.E. Target Market Percentage" means, from January 1, 1991 through December 31, 1991, 5.0%; from January 1, 1992 through December 31, 1992, 7.0%; from January 1, 1993 through December 31, 1993, 9.0%; and from and after January 1, 1994, 10.0%.

(s) "Owned" means having all the customary incidents of ownership, including the right of disposition, and sharing in all risks and profits commensurate with the degree of ownership interest.

(t) "Program" means the Minority- and Women-Owned Business Enterprise Procurement Program established in Sections 26-101 through 26-116 of this Chapter.

(u) "Purchasing Agent" means the Purchasing Agent of the City of Chicago.

(v) "Purchasing Department" means the Department of Purchases, Contracts and Supplies of the City of Chicago.

(w) "Target Market Contract" means a Contract designated for competition limited to M.B.E.s or W.B.E.s on either a negotiated or competitive bid process pursuant to Section 26-105 of this Chapter.

(x) "Women-Owned Business" or "W.B.E." means a local business which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, 51% of the stock of which is owned by one or more women, whose management and daily business operations are controlled by one or more women, and which is not an Established Business.

(y) "W.B.E. Percentage" means, from the effective date of this ordinance through December 31, 1991, 5.0%; from January 1, 1992 through December 31, 1992, 4.9%; from January 1, 1993 through December 31, 1993, 4.8%; and from and after January 1, 1994, 4.5%. For Contracts procured by public solicitation, the W.B.E. Percentage shall apply as of the date the solicitation is publicly advertised.

(z) "W.B.E. Target Market Percentage" means, from January 1, 1991 through December 31, 1991, 0.25%; from January 1, 1992 through December 31, 1992, 0.5%; from January 1, 1993 through December 31, 1993, 0.75%; and from and after January 1, 1994, 1.0%.

26-102. The Purchasing Agent shall establish a goal of awarding not less than 25% of the annual dollar value of all Contracts to qualified M.B.E.s and 5% of the annual dollar value of all Contracts to qualified W.B.E.s.

26-103. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent shall undertake, in addition to the other measures provided herein, the following measures:

(a) *Insert within specifications for each Contract let through competitive bidding with an estimated value in excess of \$10,000 a requirement that the Contractor commit to the expenditure of at least the M.B.E. Percentage of the dollar value of the Contract with one or more M.B.E.s and at least the W.B.E. Percentage of the dollar value with one or more W.B.E.s. This commitment may be met by the Contractor's status as M.B.E. or W.B.E., or by joint venture with one or more M.B.E.s or W.B.E.s as prime Contractor (to the extent of the M.B.E. or W.B.E. participation in such joint venture), or by subcontracting a portion of the work to one or more M.B.E.s or W.B.E.s, or by purchase of materials or services for the work from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the Contractor's business (but no dollar of such indirect M.B.E. or W.B.E. participation shall be credited more than once against a Contractor's M.B.E. or W.B.E. commitment with respect to all Contracts of such Contractor), or by any combination of the foregoing.*

(b) *Review each proposed Contract modification request that, by itself or aggregated with previous modification requests, increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is greater, for opportunities to increase participation of M.B.E.s or W.B.E.s already involved in the Contract.*

(c) *Consider the extent of each bidder's commitment to M.B.E./W.B.E. participation as further evidence of the responsibility of the bidder.*

(d) *Negotiate with any Contractor whose Contract is in excess of \$10,000 in value and is not awarded by competitive bidding a commitment, where practicable, to M.B.E. participation of at least the M.B.E. Percentage and W.B.E. participation of at least the W.B.E. Percentage of the dollar value of the Contract.*

(e) *Insert in each Contract containing a commitment to M.B.E. and/or W.B.E. participation:*

(i) *a requirement of periodic reporting by the Contractor to the Contract Compliance Officer on all expenditures made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each M.B.E. and W.B.E. solicited by the Contractor to work as a subcontractor on the Contract and the responses received by the Contractor to such solicitation, the name and business address of each M.B.E. and W.B.E. actually involved in the Contract, a description of the work performed and/or product or service supplied by each such M.B.E. or W.B.E., the date and amount of each expenditure, and such other information as may assist the Contract Compliance Officer in determining the Contractor's compliance with the foregoing provisions, and the status of any M.B.E. or W.B.E. performing any portion of the Contract.*

(ii) *remedies for a Contractor's non-compliance with the commitment to M.B.E./W.B.E. participation, including an agreement to pay damages to the M.B.E.s and W.B.E.s which were underutilized. The unexcused reduction of M.B.E. or W.B.E. contract participation in connection with a Contract (including any modification thereof) shall entitle the affected M.B.E.s and W.B.E.s to damages pursuant to such agreement. Such provisions shall include an undertaking by the*

*Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than any department or agency of the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing M.B.E. or W.B.E. The Purchasing Department shall adopt rules and procedures governing such arbitrations. Nothing herein shall be construed to limit the rights of and remedies available to the City.*

*(iii) uniform provisions permitting the termination of the Contract by the City upon the disqualification of the Contractor as M.B.E. or W.B.E., if (a) the Contractor's status as M.B.E or W.B.E. was a factor in the award of the Contract and (b) such status was misrepresented by the Contractor.*

*(iv) uniform provisions permitting termination of the Contract by the City upon the disqualification of any M.B.E or W.B.E. subcontractor or supplier of goods or services if (a) the subcontractor's or supplier's status as M.B.E. or W.B.E was a factor in the award of the Contract and (b) the status of the subcontractor or supplier was misrepresented by the Contractor. In the event that the Contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the Contractor shall discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified M.B.E. or W.B.E. as its replacement.*

*(v) uniform provisions allowing the Contract Compliance Officer access to the Contractor's books and records, including without limitation payroll records, tax returns and records, and books of account, on five business days' notice, to allow the Officer to determine the Contractor's compliance with its commitment to M.B.E/W.B.E. participation and the status of any M.B.E. or W.B.E. performing any portion of the Contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by any officer or official of the City for any purpose.*

*(f) Send notices to M.B.E.s and W.B.E.s who have been identified as subcontractors in accordance with Section 26-103(e)(i) of this Chapter, including therein notification of this right of arbitration provided in Section 26-103(e)(ii) of this Chapter.*

*(g) To the extent practicable, award Contracts requiring the expenditure of funds not exceeding \$10,000 to qualified M.B.E.s and W.B.E.s. Contracts so awarded to M.B.E.s and W.B.E.s shall be considered Target Market Contracts for purposes of satisfying the requirements of Section 26-105(a) of this Chapter.*

*(h) Include M.B.E.s and W.B.E.s on solicitation mailing lists, and encourage that they be solicited for suitable Contracts.*

*(i) Include with the bid specifications for each competitively bid Contract a list of certified M.B.E.s and W.B.E.s that are available to perform the work required by the specifications or otherwise make such a list available to potential bidders.*

(j) Working with the Department of Economic Development, review the bonding and insurance requirements applicable to M.B.E.s and W.B.E.s and evaluate methods for reducing the burden imposed by such requirements consistent with the protection of the City's interests.

(k) To the extent practicable, ensure that M.B.E./W.B.E. invoices for payment are processed expeditiously by the relevant City user departments.

(l) Working with the Board, issue rules and regulations relating to the Credit Program.

(m) Working with the Law Department, issue rules and regulations relating to appeals of the decisions of the Purchasing Agent under the Program.

(n) Issue rules and regulations to implement the procedures designed by the Contract Compliance Officer.

26-104. If, in connection with a particular Contract, either before the Contract is let for bid, during the bid or award process, before or during negotiation of the Contract, or during the performance of the Contract, the Purchasing Agent determines that it is impracticable or excessively costly to obtain qualified M.B.E.s or W.B.E.s to perform sufficient work to fulfill the commitment stated in Section 26-103 hereof, the Purchasing Agent shall reduce or waive the commitment to M.B.E./W.B.E. participation in the Contract, as may be appropriate. The Purchasing Agent shall issue rules and regulations setting forth the standards to be used in determining whether or not such a reduction or waiver is appropriate. Except as otherwise provided in such rules and regulations, a waiver or reduction shall be deemed appropriate if a Contractor has unsuccessfully solicited 50% or more of the appropriate M.B.E.s or W.B.E.s to perform the work identified in the bid solicitation in accordance with Section 26-103(i) hereof and has documented such effort to the satisfaction of the Purchasing Agent. In addition, such rules and regulations shall require that a Contractor seeking a waiver or reduction shall have provided timely notice of the need for subcontractors to an appropriate association of M.B.E.s or W.B.E.s, which association or associations shall be entitled to comment on any waiver or reduction application. If the Purchasing Agent determines that a lesser percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such Contract, such bid solicitations shall include a statement of such revised standard.

26-105. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent shall develop and coordinate a Target Market Program including the following elements:

(a) In January of each year the Purchasing Agent shall estimate the dollar value of all Contracts to be awarded by the City during that year and shall multiply that total by the M.B.E. Target Market Percentage and the W.B.E. Target Market Percentage for that year. Contracts with an estimated dollar value equal to such products shall be set aside

(prior to advertisement in the case of contracts to be awarded by bid) to be let only to qualified M.B.E.s and qualified W.B.E.s, respectively.

(b) The Purchasing Agent shall work with the officers, departments and agencies of the City and the Board to determine the appropriate designation of contracts as Target Market Contracts. To the extent practicable, the Purchasing Agent shall divide the procurements so designated into Contract award units of economically feasible production runs in order to facilitate offers or bids from M.B.E.s and W.B.E.s. In making his annual designation of Target Market Contracts, the Purchasing Agent shall attempt to vary the included procurements so that a variety of goods and services produced by different M.B.E.s and W.B.E.s shall be set aside each year. M.B.E.s and W.B.E.s shall remain eligible to seek the procurement award of contracts which have not been designated as Target Market Contracts.

(c) The Purchasing Department shall develop a list of M.B.E.s and W.B.E.s who are interested in participating in the Target Market Program, including the type of contract in which each M.B.E. and W.B.E. is interested in participating. The Purchasing Department may make participation in the Target Market Program dependent upon submission to stricter compliance audits than are generally applicable to participants in the Program. No Contract shall be eligible for inclusion in the Target Market Program unless the list developed by the Purchasing Department indicates that there are at least three qualified M.B.E.s or W.B.E.s interested in participating in that type of Contract. The Purchasing Department may develop guidelines to regulate the level of participation of individual M.B.E.s and W.B.E.s in the Target Market Program in order to prevent the domination of the Target Market Program by a small number of such entities. Where necessary or useful, the Purchasing Department may require M.B.E.s and W.B.E.s to participate in training programs offered by the Department of Economic Development or other City departments or agencies as a condition to participation in the Target Market Program.

(d) Participation in the Target Market Program shall be limited to M.B.E.s, W.B.E.s and joint ventures consisting exclusively of M.B.E.s, W.B.E.s or both. The prime Contractor on a Target Market Contract may subcontract up to 50% of the dollar value of the Target Market Contract to subcontractors who are not M.B.E.s or W.B.E.s.

(e) The Purchasing Department may include in the Target Market Program Contracts which are funded by the state or federal government and may vary the standards of eligibility of the Target Market Program (for example, by allowing the participation of D.B.E.s) to the extent necessary to comply with the requirements of the government agency supplying the funding.

(f) If no satisfactory bid or response is received with respect to a Contract which has been designated as part of the Target Market Program, the Purchasing Department may delete such Contract from the Target Market Program, in which case the Contract shall be subject to the requirements of Section 26-103 of this Chapter. In addition, the Purchasing Agent shall thereupon designate and set aside for the Target Market Program additional Contracts corresponding in approximate value to the Contract which was deleted from the Target Market Program, to the extent feasible.

*(g) In order to facilitate the performance of Target Market Contracts by M.B.E.s and W.B.E.s, the Purchasing Agent may expedite payments under Target Market Contracts, may reduce retainages under Target Market Contracts where appropriate and may pay the Contractor a portion of the value of a Target Market Contract at the time of award as an advance to cover start-up and mobilization costs.*

*26-106. In order to achieve the goal stated in Section 26-102 of this Chapter, the Purchasing Agent, together with the Department of Public Works, shall develop by January 1, 1991 a Construction Project Program to encourage the use of M.B.E.s and W.B.E.s on large Construction Contracts at levels in excess of those required by Section 26-103 of this Chapter in order to help offset the effect that waivers granted pursuant to Section 26-104 of this Chapter have upon the attainment of the goals set forth in Section 26-102. The Construction Project Program shall include the following elements:*

*(a) All departments and agencies contemplating a Construction Contract in excess of \$10 Million shall notify the Purchasing Department and the Department of Public Works prior to creating contract specifications. The Purchasing Department and the Department of Public Works shall notify the Board upon receipt of such notice, and the Board shall thereafter designate a Project Task Force to form a working group with the Purchasing Department, the Department of Public Works, the Department of Economic Development and the user department or agency with respect to such Construction Contract. In consultation with the working group, the Purchasing Department shall set project-specific mandatory subcontracting goals in excess of the goals set forth in Section 26-103 of this Chapter and commensurate with the projected availability of qualified M.B.E.s and W.B.E.s.*

*(b) The Purchasing Department and the Project Task Force shall host one or more pre-bid conferences to acquaint potential prime Contractors and M.B.E. and W.B.E. subcontractors with the project and to acquaint prime Contractors with potential M.B.E. and W.B.E. subcontractors.*

*(c) The Project Task Force and the Department of Economic Development may offer general assistance to M.B.E.s and W.B.E.s concerning the subcontracting process and financial planning related to participation in the Construction Project Program.*

*(d) The cost of funding the Project Task Force shall be included in the bid specifications, based upon a reasonable per diem fee and a stipend for pre-bid services established by the Board. No Board member shall receive any fee or compensation for participating in the Project Task Force, but each member may be reimbursed for expenses reasonably incurred in the performance of official duties.*

*26-107. For purposes of determining compliance with any of the requirements for M.B.E. or W.B.E. participation in Contracts under the several programs which constitute the Program, contracts with M.B.E.s or W.B.E.s that involve performing the duties of a Broker shall only be taken into account to the following extent: from the effective date of*



*this ordinance through December 31, 1990, 20%; from January 1, 1991, through December 31, 1991, 10%; from January 1, 1992, through December 31, 1992, 5%; and thereafter, 0%.*

*26-108. A Contract Compliance Officer shall be appointed by the Mayor within thirty days of the effective date of this ordinance. The Contract Compliance Officer shall, in coordination with the Board and the Purchasing Agent, perform the following duties:*

*(a) Supervise the implementation of the Program and report to the Mayor and to the Board on a quarterly basis the extent of achievement of the goal stated in Section 26-102 of this Chapter, along with any recommendations for modification of the goal or of the measures contained herein.*

*(b) Establish uniform procedures to apply for certification as a M.B.E. or W.B.E., and to appeal from denial of certification as a M.B.E. or W.B.E. The certification of Local Businesses owned by one or more members of a Minority Group which are certified by the City as M.B.E.s or W.B.E.s at the effective date of this ordinance shall not be affected by the adoption of this ordinance until their current certification period expires or until they are decertified in accordance with subsection (g) of this Section. Each application for certification shall be in writing, and executed under oath by an officer or owner of the applicant, and shall contain such information as may assist the Contract Compliance Officer in determining the status of the applicant. If certification or recertification of a business entity has been denied three or more times in a five-year period, then the Contract Compliance Officer may not consider an application from such business entity or its successors for a period of four years from the date of the most recent denial.*

*(c) Recruit M.B.E.s and W.B.E.s to apply for certification. Recruitment may be done through contact with over governments, governmental agencies, community organizations or business associations, advertising or any other suitable means.*

*(d) Maintain a directory of certified M.B.E.s or W.B.E.s, describing them by name, business address, classification and type of business. This directory shall be made available to any interested person during normal business hours. A Local Business which meets all the requirements to be certified as a M.B.E. or W.B.E. under this Chapter except for the fact that it has become an Established Business since its initial certification may request to be listed in the directory, although it will remain ineligible for participation in the Program.*

*(e) Direct certified M.B.E.s and W.B.E.s to notify him or her of any change in ownership, officers or management within 10 days after such change occurs.*

*(f) Investigate the status of certified M.B.E.s and W.B.E.s to determine whether they should retain certification.*

*(g) Establish uniform procedures, consistent with the principles of due process of law, for the decertification of M.B.E.s and W.B.E.s which have been improperly certified or no longer qualify for certification, and for appeal from decertification.*

(h) *Notify the Purchasing Agent and all City agencies and departments which request information on certified M.B.E.s and W.B.E.s of any decertification made in accordance with subsection (g) of this Section. If certification or recertification of a business entity has been denied by the Contract Compliance Officer, then the Contract Compliance Officer shall also inform other Chicago area governmental agencies with affirmative action plans containing similar certification criteria of such denial if such agencies have agreed to provide similar information to the Contract Compliance Officer.*

(i) *Publicize the Program through appropriate means, in order to attract qualified M.B.E.s and W.B.E.s.*

26-109. *The head of any executive department or agency of City government who exercises any contracting power on behalf of the City beyond the scope of the Purchasing Act shall consult and cooperate with the Purchasing Agent and the Contract Compliance Officer in achieving the goal stated in Section 26-102 of this Chapter through his or her exercise of the contracting power and shall, to the extent practicable, implement procedures described in subsections (a) through (e) of Section 26-103 and Section 26-105.*

26-110. *There is hereby established for the City of Chicago an Affirmative Action Advisory Board to monitor and report on the participation of Minority- and Women-Owned Businesses in public contracting. The Board shall consist of eleven (11) members appointed by the Mayor within ninety days of the effective date of this ordinance for two-year terms, who shall serve at the pleasure of the Mayor. All members of the Board who are not employees of the City shall be subject to confirmation by the City Council. Members shall hold office until their successors are appointed.*

*Whenever a vacancy shall occur by reason of death, resignation, expiration of term or other reason, the Mayor shall appoint a new member for the balance of the unexpired term. The Mayor shall designate a member to serve as Chair of the Board, who shall serve in such capacity at the pleasure of the Mayor. All members of the Board shall be residents of the City of Chicago. Two of the members shall be representatives of the Purchasing Department, one member shall be a representative of the Department of Public Works, four members shall be representatives of M.B.E.s, one member shall be a representative of a W.B.E. and three members shall be representatives of Contractors that are neither M.B.E.s nor W.B.E.s. The Mayor may appoint representatives of appropriate associations of M.B.E.s, W.B.E.s or Contractors that are neither M.B.E.s nor W.B.E.s as members of the Board. Members of the Board who are not employees of the City may not be appointed to more than two consecutive terms. Members of the Board who are not employees of the City shall disclose to the Board any financial or economic interest, as defined in the Governmental Ethics Ordinance, they, a relative as defined in the Governmental Ethics Ordinance, or any M.B.E., W.B.E. or Contractor they represent may have in matters coming before the Board and shall abstain from participation in such matters. Members of the Board who are not employees of the City shall be exempt from Sections 26.2-2, 26.2-3, 26.2-8 through 26.2-11 inclusive, and 26.2-13(b) and (c) of the Governmental Ethics Ordinance as these sections pertain to their Board membership. No member of the Board shall be compensated for membership, but each member may be reimbursed for expenses reasonably incurred in the performance of official duties. The Board may accept offers of gifts or grants from the United States, the State of Illinois, their agencies or officers, or*

*from any person, firm or corporation of services, equipment, supplies, materials or funds and, with the consent of the Purchasing Agent, may expend such receipts on projects which facilitate the performance of its duties. The Mayor shall appoint a staff director and such additional staff as may be necessary to carry out the business of the Board in cooperation with the Purchasing Department.*

*26-111. The Board and its staff meet regularly with representatives of the Purchasing Department and the Department of Public Works to review the implementation of the Program. In addition, the Board shall:*

*(a) Assist the Purchasing Department in the adoption of regulations and guidelines for the implementation of the Program, including the Target Market Program.*

*(b) Recommend to the Purchasing Department Contract areas appropriate for inclusion in the Target Market Program.*

*(c) Appoint Project Task Forces consisting of members of the Board to assist the Purchasing Department in the implementation of the Construction Project Program provided for in Section 26-106 of this Chapter.*

*(d) Refer charges that City employees have engaged in discrimination against members of minority groups or women in the purchasing function to the City Inspector General, the City Commission on Human Relations or the Illinois Department of Human Rights.*

*(e) Administer the Credit Program.*

*(f) Make recommendations to the Purchasing Agent concerning the suspension of Contractors, M.B.E.s and W.B.E.s that are charged with making fraudulent misrepresentations concerning M.B.E. and W.B.E. utilization pursuant to Section 26-113 of this Chapter.*

*(g) On or before September 30, 1991, issue a report to the Mayor and to the Purchasing Agent setting forth proposed standards for the determination of when an M.B.E. or W.B.E. has become self-sufficient and capable of competing in the market with non-disadvantaged firms and thus should be treated as an Established Business under the Program.*

*(h) Submit a report on or before March 1 of each year to the Mayor and to the City Council reviewing the performance of City departments in meeting the goals established in the Program, and recommend amendments to the Program which the Board believes are necessary to accomplish its purposes.*

*(i) Perform such other affirmative action related duties as the Mayor may require.*

26-112. *The Purchasing Department and the Board shall establish by January 1, 1991 a program (the "Credit Program") whereby Contractors may receive credit applicable to meeting the requirements set forth in subsections (a) and (d) of Section 26-103, based on their utilization of M.B.E.s and W.B.E.s in projects not involving governmental funding. The Credit Program shall be reviewed annually by the Board and the Purchasing Department and may be suspended by the Board upon a finding of substantial evidence of fraud in connection with the application for credits. The Credit Program shall include the following features:*

*(a) Credits shall be awarded by the Board only for the use of M.B.E.s or W.B.E.s in projects which do not have affirmative action goals mandated by law or contract or to the extent of use in excess of such mandated affirmative action goals.*

*(b) One dollar of credit shall be earned for each three dollars of eligible use.*

*(c) Credits shall be awarded only to the party responsible for hiring the M.B.E. or W.B.E. and if there is more than one responsible party, credits shall be allocated ratably among such parties in order to prevent duplication.*

*(d) Credits may be applied at the time a Contract is awarded against the requirements set forth in subsections (a) and (d) of Section 26-103 to reduce the requirements, dollar of requirement for dollar of credit, up to a maximum credit of 5% of the dollar value of the Contract.*

*(e) Credits may not be applied more than one year after being awarded by the Board.*

26-113. *If the Purchasing Agent determines, after notice and a hearing before the Purchasing Agent and upon receipt of a non-binding recommendation from the Board, that a Contractor, M.B.E. or W.B.E. has made fraudulent misrepresentations to the Purchasing Department regarding the utilization of M.B.E.s or W.B.E.s, or has colluded with another making such fraudulent misrepresentations, the Contractor, M.B.E. or W.B.E., as the case may be, shall be disqualified from Contracting or subcontracting on additional Contracts for a period of three years. No M.B.E. or W.B.E. shall be disqualified for collusive misrepresentations unless all parties with which the M.B.E. or W.B.E. was found to have colluded are also disqualified. The City shall regard as non-responsive any bid submitted during such three year period which includes a disqualified entity as a Contractor, subcontractor or member of a joint venture. In the event that a Contractor submitting a bid is determined by the Purchasing Department not to have been involved in any misrepresentation of the status of a disqualified subcontractor included in the bid, the Purchasing Department may allow the Contractor to discharge the disqualified subcontractor and, if possible, identify and engage a qualified subcontractor as its replacement for inclusion in the bid. The consequences provided herein shall be in*

*addition to any other criminal or civil liability to which such entities may be subject. The Purchasing Department shall inform the State's Attorney of Cook County of instances of fraudulent misrepresentation and collusion.*

*26-114. The Purchasing Department may promulgate administrative rules and regulations implementing Sections 26-101 through 26-116 of this Chapter. The rules and regulations may prescribe time delays and pre-emptive periods for applications, for appeals or for the doing of any act required or permitted herein.*

*26-115. Sections 26-101 through 26-116 of this Chapter are adopted pursuant to the home rule powers of the City and supersede any inconsistent provision of any law or regulation of the State of Illinois. Such Sections of this Chapter shall not apply to any Contract to the extent that it is inconsistent with procedures or standards required by any law or regulation of the United States or the State of Illinois to the extent such inconsistency is not permitted under the home rule powers of the City. In connection with any Contract funded in whole or in part from state or federal sources which require the imposition of goals related to the participation of D.B.E.s, Sections 26-101 through 26-116 shall not apply to the extent inconsistent with such state or federal requirements.*

*26-116. In the event that any section, subsection, paragraph, clause or provision of Sections 26-101 through 26-116 of this Chapter shall be held invalid by any court, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof. Notwithstanding anything to the contrary herein, if any section, subsection, paragraph, clause or provision of Sections 26-101 through 26-116 of this Chapter is held invalid by any court, the Purchasing Agent shall, if necessary, adjust the percentages within subsections 26-101(q), 26-101(r), 26-101(y) and 26-101(z) and Section 26-102 to the extent necessary to comply with applicable law.*

SECTION 2. This ordinance shall not apply to any of the following, which shall continue to be governed by the provisions of Executive Order 85-2 or 89-7, whichever is applicable:

- (a) Any Contract publicly advertised prior to the effective date of this ordinance.
- (b) Any Contract executed prior to the effective date of this ordinance.

SECTION 3. The City Council hereby adopts the Report and Findings on the Minority- and Women-Owned Business Enterprise Procurement Program presented by the Committee on the Budget and Government Operations on July 31, 1990, and incorporates herein the findings contained in said Report.

SECTION 4. This ordinance shall be in full force and effect ten (10) days from passage and publication.

**COMMITTEE ON BUILDINGS.**

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AMENDMENT OF VARIOUS CHAPTERS OF MUNICIPAL CODE  
BY FURTHER REGULATION OF BUILDING INSPECTION  
AND PERMIT FEES; CONSTRUCTION AFFIDAVITS;  
VENTILATION SHAFTS; BY ESTABLISHMENT  
OF BOARD OF CRANE OPERATORS;  
AND BY ADDITION OF NEW  
CHAPTER 169 ENTITLED  
"CRANE OPERATORS".

The Committee on Buildings submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Buildings, having had under consideration the proposed ordinance (which was referred on April 6, 1990) to amend the following Chapters and Sections of the Municipal Code of Chicago as follows: Chapter 39, Section 39-4 concerning fines for failure to obtain fees for special inspections; Chapter 42, Section 42-5 concerning building permits; Chapter 43 adding a new Section 43-26.1 concerning affidavits of construction; Chapter 43, Section 43-11 concerning permits; Chapter 81, Section 81-14 pertaining to vertical shafts; Chapter 43, Section 43-3.1 pertaining to building permits; Chapter 169 with new Sections 169-1 to 169-14 pertaining to crane operators; and Chapter 20, Section 20-19 and Section 20-21 which creates a board of crane operators, begs leave to recommend that Your Honorable Body do *Pass* on all the proposed amendments to the ordinance which are transmitted herewith.

This recommendation was concurred in by the members of the committee present with no dissenting votes.

Respectfully,

(Signed) FRED B. ROTI,  
*Chairman.*

Alderman Roti presented the following amendment:

SECTION 7. The Municipal Code of Chicago is hereby amended by adding in its proper numerical sequence, a new Chapter 169 entitled "Crane Operators" to read as follows:

*169-1. It shall be unlawful for any person to operate any crane, as defined in this chapter, on any construction, rehabilitation, repair or demolition project undertaken where a permit for such work is required by this Code, without first having obtained a Crane Operator's license. It shall be unlawful to employ any person or to permit or direct any person on such a project to operate a crane as defined in this chapter unless such person holds a valid Crane Operator's License.*

*169-2. For the purposes of this chapter, a crane is defined as any power operated mechanical hoisting equipment with a manufacturer's rated capacity of five tons or more that lifts, lowers, rotates or moves a load horizontally or vertically but does not include personnel hoists, elevators, powered window washing units and helicopter cranes.*

*169-3. An applicant for a Crane Operator's License shall file an application with the Commissioner of Buildings in writing on a form supplied by the Commissioner.*

*To qualify to take the Crane Operator's License examination, the applicant must provide evidence in a form acceptable to the Building Commissioner that:*

- A. The applicant is at least 21 years old;*
- B. The applicant has worked as a Crane Operator for at least 2,000 hours during the preceding 48 month period or that the applicant has completed an apprenticeship program that is recognized by the Board of Crane Operators Examiners;*
- C. That the applicant has not had a Crane Operator's or comparable license suspended or revoked by the City of Chicago or any other jurisdiction; provided, however, that upon good cause shown and after a full investigation, the Building Commissioner may waive this prohibition;*
- D. The applicant has no history of substance abuse during the preceding 3 years or that the applicant has successfully completed a certified substance abuse rehabilitation program;*
- E. The applicant has the present physical ability to safely operate a crane; and*
- F. The applicant has the ability to read, write and speak English at a level that allows effective communication on the job site.*

*All applicants meeting these qualifications shall be allowed to take the Crane Operator's License examination upon payment of the required fee.*

169-4. *The Building Commissioner is authorized to adopt such rules and regulations as to the time, manner and content of the Crane Operator's examination that will allow the full assessment of the competency and fitness of each applicant. The examination shall require the applicant to show or demonstrate an acceptable degree of knowledge of crane operation and related safety practices. The Commissioner of Buildings may establish specific examinations for the various types of cranes covered by this chapter. The members of the Board of Crane Operators Examiners established pursuant to Chapter 20, Section 19 shall assist the Building Commissioner in the administration, regulation and the enforcement of the examination and licensing provisions of this chapter.*

169-5. *Any person who is employed as or who can show evidence of having been employed as a Crane Operator, as defined by this chapter, at any time during the 24 months preceding the effective date of this chapter shall be exempt from the Crane Operator's licensing requirements until January 1, 1992.*

*The Building Commissioner may waive such portions of the examinations as he deems proper for any person with a minimum of 6,000 hours experience as a Crane Operator within the 5 years preceding January 1, 1991. The experience must be attested by an affidavit from the person(s) that employed the applicant.*

169-6. *An applicant who successfully passes the Crane Operator's Examination or is granted a waiver of the examination shall be issued a license by the Commissioner of Buildings upon payment of the required fees.*

169-7. *The Commissioner may issue various classes of licenses reflecting different levels of competency of a Crane Operator.*

*The classification of licenses shall include the following:*

*Tower Crane Operator's License. This license shall authorize the operation of tower cranes and derricks operated from a fixed location within, attached to, or adjacent to the building undergoing construction, repair or demolition.*

*Mobile Crane Operator's License. This license shall authorize the operation of mobile cranes regardless of mounting or means of mobility including track mounted cranes, crawler cranes, truck mounted cranes, and truck mounted tower cranes.*

*Drum Hoist Operator's License. This license shall authorize the operation of drum hoisting and rack and pinion types of equipment located within or affixed to the structure undergoing construction, repair or demolition.*

169-8. *Any qualified applicant for a Crane Operator's License holding a comparable valid license issued by a governmental agency outside the City of Chicago may, at the discretion of the Building Commission, receive a waiver of all or portions of the examination requirement and be issued a license upon payment of the required license fee.*



169-9. *The Crane Operator's License shall be valid for not less than one and not more than four years from the date of issuance. The license may be renewed upon payment of the required license fee prior to or within three months of expiration of a valid operator's license. Expired licenses are renewable within one year of expiration upon payment of a \$50 reinstatement fee along with the required renewal fee.*

169.10. *The fee for the initial Crane Operator's Examination shall be \$150. Applicants seeking to be examined for more than one license classification shall pay \$75 for each additional examination required. The fee for a Crane Operator's License shall be \$50 for each year the license is in effect.*

169-11. *An Apprentice Crane Operator's Certificate may be issued to an individual for the performance of work as a Crane Operator while under the direct supervision of a Licensed Crane Operator. Applicants for an Apprentice Certificate must submit a notarized statement from an employer of Licensed Crane Operators or an officer of a training program approved by the Commissioner, stating that the applicant will receive training under the direct supervision of a Licensed Crane Operator. The fee for Apprentice Registration shall be \$35. The certificate shall be valid for one year and may be renewed at a cost of \$35.*

169.12. *Each Licensed Crane Operator or Apprentice shall carry his license or certificate of registration on his person while operating a crane. Failure to produce a Crane Operator's license or apprentice certificate upon request of the Building Commissioner or his representative while operating a crane shall be punishable by a fine of \$50.*

169.13. *The Commissioner of Buildings may revoke, suspend or refuse to renew the license of any crane operator who is found to be grossly negligent or incompetent in the operation of a crane or whose actions show continuous carelessness or willful disregard for the health and safety of others while operating a crane or who misrepresents a material fact in applying for an Operator's License. No such license shall be revoked or suspended except after a public hearing by the Board of Crane Operators Examiners upon written notice to the licensee and affording the licensee an opportunity to appear and defend. If the Building Commissioner has reason to believe that the continued operation of a crane by a particular licensee will immediately threaten public safety he may, upon issuance of a written order stating the reason for such conclusion and without notice or hearing, order the licensee barred from the operation of a crane for not more than ten days, giving the licensee an opportunity to be heard during such period.*

169.14. *Any person who operates a crane without meeting the requirements of this ordinance shall be subject to a fine of \$500 for each violation. Each day of illegal operation shall constitute a separate violation.*

*Any person who knowingly employs an unlicensed person as a crane operator or who permits or directs an unlicensed person to operate a crane shall be subject to a fine of \$1,000 for each violation. Each day of illegal operation shall constitute a separate violation.*

Alderman Roti then moved to Adopt the foregoing amendment. The motion Prevailed.

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 39 of the Municipal Code of Chicago is hereby amended in Section 39-4 by adding the language in italics and deleting the language in brackets, as follows:

39-4. [Any person who causes any construction, repairs or alterations to be made in or for any building, structure or any part thereof, without first obtaining the permit or permits required therefor by any of the provisions of this Code; or fails to post such permit as provided in Section 43-1 of this Code; or causes any construction, repair or alterations to be made in or for any building, structure or part thereof, contrary to the drawings or plans as approved by the appropriate departments or agencies of the City in issuing such permit or permits under this Code; or causes any buildings, structure, or equipment thereof to be maintained or operated without, or contrary to, the certificate or certificates required therefor by any of the provisions of this Code, shall be fined not less than ten dollars and not more than two hundred dollars for each day that such construction, repair or alteration, or such maintenance or operation shall have existed, without a permit or certificate fully authorizing such construction, repair or alteration or such maintenance or operation.]

*(a) Any person or entity who causes any construction, repairs or alterations to be made in or for any building, structure or any part thereof, without first obtaining the permit or permits required by any of the provisions of this Code shall be fined not less than \$100 and not more than \$500 for each day that such construction, repair or alteration shall have existed without a permit authorizing such work.*

*(b) Any person or entity who causes construction, repair or alterations to be made in or for any building, structure or any part thereof, contrary to the drawings or plans as approved by the appropriate departments or agencies of the City in issuing such permit or permits under this Code or causes any building, structure or equipment thereof to be maintained or operated without or contrary to the certificate(s) required therefor by any of the provisions of this Code shall be fined not less than \$50 and not more than \$200 for each*

*day that such construction, repair or alteration or such maintenance and operation shall have existed in non-conformance with the drawings or plans or contrary to or without the required certificate.*

*(c) Any person or entity who fails to post a permit or permits as required by Section 43-1 of this Code shall be fined not less than \$25 and not more than \$200 for each day that work proceeds without the posting of the permit.*

*(d) In order to enforce the provisions of this section, the Building Commissioner is authorized to institute administrative proceedings pursuant to Chapter 13.1 or to refer such matters to the Corporation Counsel for prosecution. The hearing officer or court, at hearing or trial, may upon finding a violation of this section, impose the penalties provided herein.*

SECTION 2. Chapter 42 of the Municipal Code of Chicago is hereby amended in Section 42-5 by adding the language in italics and deleting the language in brackets, as follows:

[If any person registered as provided by this chapter, shall fail in the execution of any work for which a permit was issued, to comply with the provisions of this code relative to the erection, enlargement, alteration, repair, removal or demolition of any building, or part thereof, either the Building Commissioner or the President of the Board of Health may bring suit and prosecute such person for such failure or violation, and in case of conviction, his name shall be stricken from the said registration book and shall not be reentered or reinstated during such time as any violation exists or any judgment remains unsatisfied with regard to said conviction.]

*If any person or entity registered as provided by this chapter: (i) fails to obtain a permit required pursuant to the provisions of this code relating to the erection, enlargement, alteration, repair, removal or demolition of any building or part thereof; (ii) obtains a permit but performs work not in compliance with the terms of the permit or in violation of the provisions of this Code; or (iii) irrespective of whether a permit is required or obtained, performs work which fails to comply with the minimum standards established by this Code; the Building Commissioner or the President of the Board of Health may refer the matter to the Code Enforcement Bureau or request the Corporation Counsel to bring suit and prosecute the person or entity for such violation. Upon entry of a finding that a Code violation exists by a hearing officer or a finding of guilty against such owner or person by a court of competent jurisdiction, the name of the person or entity shall be stricken from the registration book maintained by the Department of Buildings and shall not be re-entered or reinstated during such time as any violation exists or any judgment remains unsatisfied with regard to a finding of guilty.*

SECTION 3. Chapter 43 of the Municipal Code of Chicago is hereby amended by adding a new Section 43-26.1 in its proper numerical sequence to read as follows:

*43-26.1. (a) Any owner, agent, contractor or architect who obtains a permit pursuant to this Code shall, within 180 days from the date of issuance of a certificate of occupancy for the premises the permit was obtained from the Department of Buildings, file with the*

*Department an affidavit and such other supporting documentation as may be required by the Building Commissioner which verifies the actual cost of the construction, alteration or repair for which the permit was obtained. In the event that the actual cost of the construction, alteration or repair performed exceeds the costs estimated at the time the original permit was obtained, the owner, agent, contractor or architect to whom the permit was issued shall pay any additional permit fees in accordance with the fee schedule in this Code. Failure to file such affidavit and supporting documentation with the Department of Buildings within 180 days from the issuance of the certificate of occupancy for the premises the permit was obtained shall result in a penalty of \$20.00 per day for each day that the affidavit is not filed. The Building Commissioner is authorized to grant a reasonable extension of time to file the affidavit and supporting documentation but such extension shall not exceed 270 days from the issuance of the certificate of occupancy for the premises the permit was obtained from the Department of Buildings.*

*(b) The Building Commissioner is authorized to institute administrative enforcement proceedings pursuant to Chapter 13.1 or to refer such matters to the Corporation Counsel for failure to comply with this section or of submitting inaccurate information. The hearing officer or court, at hearing or trial, may upon finding a violation of this section impose a maximum fine of 100% of the correct permit fee as determined by such hearing officer or court.*

SECTION 4. Chapter 43 of the Municipal Code of Chicago is hereby amended in Section 43-11 by adding the language in italics and deleting the language in brackets as follows:

43-11. No person *or entity* shall begin any work for which a building permit is required or any work of excavation in preparation therefor until the permit has been [obtained] *issued*. If any person *or entity* violates this section, the Building Commissioner shall order the work stopped at once *as provided in Section 39-7* and enforce [that] *the stop order* in addition to the [penalty] *penalties* for the violation *provided in Sections 39-4 and 43-3.1*.

SECTION 5. Chapter 81 of the Municipal Code of Chicago is hereby amended in Section 81-14 by adding the language in italics and deleting the language in brackets as follows:

81-14. The material used as air ducts in every mechanical ventilating air supply system and in exhaust systems shall be sheet metal, *except for vertical shafts as hereafter provided*. Materials other than sheet metal may be used only when approved by the Committee on Standards and Tests.

Ducts which are constructed, braced and reinforced in accordance with the Duct Construction Standards of the Sheet Metal and Air Conditioning Contractors National Association (S.M.A.C.N.A.) or in accordance with the Guide and Data Books of the American Society of Heating, Refrigeration and Air Conditioning Engineers (A.S.H.R.A.E.) shall be deemed [as meeting of the intent of] *in compliance with this section*.

The design and construction of all equipment and the weight and bracing of all work shall be such as will operate under all conditions without causing vibration. Ducts and acoustical duct lining shall be substantially air tight. Duct covering and lining shall conform with National Fire Protection Association (N.F.P.A.) Standard 90-A [1973] 1972 paragraph [305] 2-1.3.

[Vertical shafts used for supply or exhaust or air shall be constructed of sheet metal or other material or combination of materials as approved by the Committee on Standards and Tests and provided the shaft shall be used solely for the transmission of supply or exhaust return air and for no other purpose such as an enclosure for piping, conduit, etc.]

*Vertical shafts used for supply or exhaust of air shall be constructed of sheet metal or other material or combination of materials as approved by the Commissioner of Buildings, provided that the following requirements are met. Vertical shafts constructed of masonry or gypsum board shall have walls with a two-hour fire resistance rating in accordance with the Standard for Fire Tests of Building Construction Materials UL-263-1980. The facing of the fire-rated assembly exposed to air flow shall have a maximum of Class 1 flame spread rating and a smoke developed rating not to exceed 50, in accordance with Chapter 65 of this Code. The shaft shall be used exclusively for supply or exhaust air, which is permitted to be recirculated under the provision of the Code, and may not be used for any other purpose.*

*Vertical shafts used for supply or exhaust of air shall be constructed to withstand full horizontal loads that may be imposed, but not less than required by 69-4.3 of this Code.*

SECTION 6. Chapter 43 of the Municipal Code of Chicago is hereby amended by adding a new Section 43-3.1 in its proper numerical sequence to read as follows:

*43.3.1. Whenever any person or entity shall apply for a new or revised permit from the Department of Buildings as the result of a stop order issued pursuant to Section 39-7 or other action taken by the city because the work being done or which has been completed was performed either without a permit or not in conformity with the terms of the permit, the permit fee assessed for the new or revised permit shall be as follows:*

*(i) For all permits where the regular fee is an amount less than \$500 as provided in Sections 17-1.12, 43-26, 80-24.3, 85-62 and 86.1-13, a penalty of 100% of the regular permit fee shall be assessed in addition to the regular permit fee;*

*(ii) For all permits where the regular permit fee is an amount greater than \$500 but less than \$3,000 as provided in Sections 17-1.12, 43-26, 80-24.3, 85-62 and 86.1-13, a penalty of 100% of the regular permit fee shall be assessed for the first \$500, and for each increment of \$500 or fraction thereof, a penalty of \$125 shall be assessed in addition to the regular permit fee;*

*(iii) For all permits where the regular permit fee exceeds \$3,000 as provided in Sections 17-1.12, 43-26, 80-24.3, 85-62 and 86.1-13, a penalty of 100% of the regular*

*permit fee shall be assessed for the first \$1,000, and for each increment of \$500 or fraction thereof, a penalty of \$75 shall be assessed in addition to the regular permit fee.*

SECTION 7. The Municipal Code of Chicago is hereby amended by adding in its proper numerical sequence, a new Chapter 169 entitled "Crane Operators" to read as follows:

*169-1. It shall be unlawful for any person to operate any crane, as defined in this chapter, on any construction, rehabilitation, repair or demolition project undertaken where a permit for such work is required by this Code, without first having obtained a Crane Operator's License. It shall be unlawful to employ any person or to permit or direct any person on such a project to operate a crane as defined in this chapter unless such person holds a valid Crane Operator's License.*

*169-2. For the purposes of this chapter, a crane is defined as any power operated mechanical hoisting equipment with a manufacturer's rated capacity of 5 tons or more that lifts, lowers, rotates or moves a load horizontally or vertically but does not include personnel hoists, elevators, powered window washing units and helicopter cranes.*

*169-3. An applicant for a Crane Operator's License shall file an application with the Commissioner of Buildings in writing on a form supplied by the Commissioner.*

*To qualify to take the Crane Operator's License examination, the applicant must provide evidence in a form acceptable to the Building Commissioner that:*

- A. The applicant is at least 21 years old;*
- B. The applicant has worked as a Crane Operator for at least 2,000 hours during the preceding 48-month period or that the applicant has completed an apprenticeship program that is recognized by the Board of Crane Operators Examiners;*
- C. That the applicant has not had a Crane Operator's or comparable license suspended or revoked by the City of Chicago or any other jurisdiction; provided, however, that upon good cause shown and after a full investigation, the Building Commissioner may waive this prohibition;*
- D. The applicant has no history of substance abuse during the preceding 3 years or that the applicant has successfully completed a certified substance abuse rehabilitation program;*
- E. The applicant has the present physical ability to safely operate a crane; and*
- F. The applicant has the ability to read, write and speak English at a level that allows effective communication on the job site.*

*All applicants meeting these qualifications shall be allowed to take the Crane Operator's License examination upon payment of the required fee.*

*169-4. The Building Commissioner is authorized to adopt such rules and regulations as to the time, manner and content of the Crane Operator's Examination that will allow the full assessment of the competency and fitness of each applicant. The examination shall require the applicant to show or demonstrate an acceptable degree of knowledge of crane operation and related safety practices. The Commissioner of Buildings may establish specific examinations for the various types of cranes covered by this chapter. The members of the Board of Crane Operators Examiners established pursuant to Chapter 20, Section 19 shall assist the Building Commissioner in the administration, regulation and the enforcement of the examination and licensing provisions of this chapter.*

*169-5. Any person who is employed as or who can show evidence of having been employed as a Crane Operator, as defined by this chapter, at any time during the 24 months preceding the effective date of this chapter shall be exempt from the Crane Operator's licensing requirements until January 1, 1992.*

*The Building Commissioner may waive such portions of the examinations as he deems proper for any person with a minimum of 6,000 hours experience as a Crane Operator within the 5 years preceding January 1, 1991. The experience must be attested by an affidavit from the person(s) that employed the applicant.*

*169-6. An applicant who successfully passes the Crane Operator's Examination or is granted a waiver of the examination shall be issued a license by the Commissioner of Buildings upon payment of the required fees.*

*169-7. The Commissioner may issue various classes of licenses reflecting the different levels of competency of a Crane Operator.*

*The classification of licenses shall include the following:*

*Tower Crane Operator's License. This license shall authorize the operation of tower cranes and derricks operated from a fixed location within, attached to, or adjacent to the building undergoing construction, repair or demolition.*

*Mobile Crane Operator's License. This license shall authorize the operation of mobile cranes regardless of mounting or means of mobility including track mounted cranes, crawler cranes, truck mounted cranes, and truck mounted tower cranes.*

*Drum Hoist Operator's License. This license shall authorize the operation of drum hoisting and rack and pinion types of equipment located within or affixed to the structure undergoing construction, repair or demolition.*

*169-8. Any qualified applicant for a Crane Operator's License holding a comparable valid license issued by a governmental agency outside the City of Chicago may, at the*

*discretion of the Building Commission, receive a waiver of all or portions of the examination requirement and be issued a license upon payment of the required license fee.*

*169-9. The Crane Operator's License shall be valid for not less than one and not more than four years from the date of issuance. The license may be renewed upon payment of the required license fee prior to or within three months of expiration of a valid operator's license. Expired licenses are renewable within one year of expiration upon payment of a \$50 reinstatement fee along with the required renewal fee.*

*169.10. The fee for the initial Crane Operator's Examination shall be \$150. Applicants seeking to be examined for more than one license classification shall pay \$75 for each additional examination required. The fee for a Crane Operator's License shall be \$50 for each year the license is in effect.*

*169-11. An Apprentice Crane Operator's Certificate may be issued to an individual for the performance of work as a Crane Operator while under the direct supervision of a Licensed Crane Operator. Applicants for an Apprentice Certificate must submit a notarized statement from an employer of Licensed Crane Operators or an officer of a training program approved by the Commissioner, stating that the applicant will receive training under the direct supervision of a Licensed Crane Operator. The fee for Apprentice Registration shall be \$35. The certificate shall be valid for one year and may be renewed at a cost of \$35.*

*169.12. Each Licensed Crane Operator or Apprentice shall carry his license or certificate of registration on his person while operating a crane. Failure to produce a Crane Operator's License or apprentice certificate upon request of the Building Commissioner or his representative while operating a crane shall be punishable by a fine of \$50.*

*169.13. The Commissioner of Buildings may revoke, suspend or refuse to renew the license of any Crane Operator who is found to be grossly negligent or incompetent in the operation of a crane or whose actions show continuous carelessness or willful disregard for the health and safety of others while operating a crane or who misrepresents a material fact in applying for an Operator's License. No such license shall be revoked or suspended except after a public hearing by the Board of Crane Operators Examiners upon written notice to the licensee and affording the licensee an opportunity to appear and defend. If the Building Commissioner has reason to believe that the continued operation of a crane by a particular licensee will immediately threaten public safety he may, upon issuance of a written order stating the reason for such conclusion and without notice or hearing, order the licensee barred from the operation of a crane for not more than ten days, giving the licensee an opportunity to be heard during such period.*

*169.14. Any person who operates a crane without meeting the requirements of this ordinance shall be subject to a fine of \$500 for each violation. Each day of illegal operation shall constitute a separate violation.*



*Any person who knowingly employs an unlicensed person as a Crane Operator or who permits or directs an unlicensed person to operate a crane shall be subject to a fine of \$1,000 for each violation. Each day of illegal operation shall constitute a separate violation.*

SECTION 8. Chapter 20 of the Municipal Code of Chicago is hereby amended by the addition of new Sections 20-19 through 20-21, creating a Board of Crane Operators Examiners as follows:

*20-19. There is hereby established a Board of Crane Operators Examiners consisting of five members. The Commissioner of the Department of Buildings or his designee shall be ex officio chairman of the board. The other four members shall consist of experienced Crane Operators, appointed by the Mayor for a term ending April 30 of each year, or until their successors are appointed and qualified. Three members of the board shall constitute a quorum for the transaction of any business and the concurrence of at least three members shall be required to pass any matter. The appointed members shall receive such compensation as provided for in the annual appropriation ordinance.*

*20-20. The Board of Crane Operators Examiners shall have the following powers and duties in the licensing and regulation of Crane Operators and apprentice crane operators under the provisions of this Code.*

- (a) Preparing forms for license certificates and issuing the same in conformity with the provisions of Chapter 169;*
- (b) Preparing or causing to be prepared subject matter for examinations, as provided in this Code;*
- (c) Grading or causing to be graded all tests and examinations for licenses;*
- (d) Prescribing standards for what shall constitute a recognized college, university or trade school, apprentice training program or other knowledge, experience or training requirements and determining the conformance to such standards;*
- (e) Holding regular meetings at any time fixed by rule or resolution of the board; and holding special meetings for any stated purpose on at least twenty-four hours notice to each member. The chairman or two members of such board may call such special meetings;*
- (f) Establishing rules to conduct hearings for suspension, revocation and reinstatement of licenses consistent with requirements of due process of law;*

- (g) *Holding hearings for the suspension, revocation or reinstatement of licenses pursuant to Chapter 169;*
- (h) *Keeping a record of the official proceedings of the board; preserving all documents, books and papers relating to examinations for licenses and hearings of complaints or charges; keeping a record of the names, ages, place of business and residences of all applicants for licenses and the disposition made of the applications, the number issued and rejected; keeping an up-to-date record specifying names and addresses of Crane Operators licensed by this City, including the dates of issuance of all such licenses, keeping a record specifying names, addresses, and dates of licenses suspended, revoked or forfeited, the cause therefor, and licenses renewed and reinstated.*

*20-21. The Department of Buildings shall require all appropriate licenses to be exhibited for examination by inspectors or employees of the department. The Building Department shall report to the Board of Crane Operators Examiners the names and addresses, if known, and the locations of employment of all persons and the name and address of the contractor who employed any persons engaged in the operation of a crane who are not properly licensed for the current year or who are not performing their duties in accordance with the provisions of this Code. The Department of Buildings, upon request of the Board of Crane Operators Examiners, shall also investigate complaints of violation of this Code received by the Board and submit a report of the investigation with recommendations for disposition of the complaint to the Board.*

SECTION 9. This ordinance shall be in full force and effect 10 days after passage and publication.

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## COMMITTEE ON CLAIMS AND LIABILITIES.

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### AUTHORIZATION OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Claims and Liabilities, to which were referred September 13, 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, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to 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 19367  
through 19376 of this Journal.]

7/31/90

REPORTS OF COMMITTEES

19367

REPORT DATE : 7/31/90
REPORT TIME : 14:17:25
PROGRAM : RFR222

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/31/90

Table with columns: CONDOMINIUM/COOPERATIVE NAME, NO. OF ELIGIBLE UNITS, TYPE, AMOUNT OF REBATE, and SPONSOR. Lists various apartment complexes and their associated rebates and sponsors.

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE FEE/RE COLLECTION REPORT

MEETING DATE 7/31/90

CONDOMINIUM / CO-OPERATIVE NAME	NO. OF UNITS	TYPE	AMOUNT DUE	PROPERTY OFFICER	PROPERTY OFFICER
CHERRY APARTMENTS CONDOMINIUM	15	ANNUAL	1,175.00	JOHN STEELE	06
CHICAGOER CONDOMINIUM ASSOC	20	SEMI-ANNUAL	750.00	ROMAN PUCINSKI	41
CLARENDON LAKESIDE CONDO. ASSN	6	ANNUAL	450.00	HELEN SHILLET	46
CLEAR RIDGE CONDO. ASSN. I	24	ANNUAL	1,554.00	WILLIAM F. KRYSZYNSKI	23
CLEAR RIDGE CONDOMINIUMS II	24	ANNUAL	1,542.00	WILLIAM F. KRYSZYNSKI	23
CLOISTERS EAST	7	ANNUAL	525.00	LAURENCE S BLOOM	05
COLUMBIA COURT HOMEOWNERS	19	ANNUAL	975.00	DAVID D. ORR	49
COLUMBIA HOMEOWNERS ASSOC.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
COLUMBIA CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	LAURENCE S BLOOM	05
COMMONWEALTH PLAZA CONDO. ASSN	370	SEMI-ANNUAL	10,562.00	BERNARD J. HANSEN	44
CONCORD LANE CONDOMINIUM ASSN.	18	ANNUAL	1,320.00	JOHN S. MAURZYK	13
COPPER BEECHES CONDOMINIUM	8	ANNUAL	600.00	DAVID D. ORR	49
CORRETTA COURTS CONDO. ASSN. II	6	SEMI-ANNUAL	225.00	WILLIAM JF BANKS	36
CORNELL VILLAGE TOWER CONDO.	148	ANNUAL	7,421.00	TIMOTHY C. EVANS	04
CORRETTA VILLAGE TOWERHOUSE	16	ANNUAL	1,350.00	TIMOTHY C. EVANS	04
CORSTAD CONDOMINIUM ASSOC.	13	SEMI-ANNUAL	450.00	JOHN S. MAURZYK	13
CORNING PLACE CONDO. ASSN.	18	ANNUAL	840.00	LAURENCE S BLOOM	05
CORNING CONDOMINIUM ASSOC.	44	ANNUAL	3,060.00	LAURENCE S BLOOM	05
COURT CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	3,500.00	BERNARD J. HANSEN	44
COURT DIVERSEY CONDO ASSN.	10	ANNUAL	750.00	EDWIN W. EISENBERG	43
COURT PLACE PLAZA	16	ANNUAL	1,200.00	BURTON F. BATTARIS	40
COURT PLACE CONDOMINIUM	27	SEMI-ANNUAL	892.00	ROMAN PUCINSKI	41
COURT PLACE CONDOMINIUM ASSN.	24	ANNUAL	1,650.00	MARK J. PARY	12
COURT PARK CONDOMINIUM ASSN.	11	ANNUAL	825.00	DAVID D. ORR	49
COURT PARK CONDOMINIUM ASSN.	6	ANNUAL	450.00	JOHN S. MAURZYK	13
COURT PLACE & SQUARE CONDOMINIUM	12	SEMI-ANNUAL	450.00	BERNARD L. STONE	50
COURT SQUARE CONDOMINIUM	24	SEMI-ANNUAL	900.00	TIMOTHY C. EVANS	04
EAST OF EDENS CONDOMINIUM	24	ANNUAL	1,500.00	JOSEPH S. KOILARZ JR	35
EAST PARK CONDOMINIUM	15	ANNUAL	1,124.00	LAURENCE S BLOOM	05
EAST VERN PARK CONDO. ASSN.	110	SEMI-ANNUAL	3,828.00	LAURENCE S BLOOM	05
EASTWOOD MANOR CONDO. ASSN.	7	SEMI-ANNUAL	164.52	THOMAS H. GILBERTON	38
EASTWOOD MANOR CONDO. ASSN.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
EASTWOOD MANOR II	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41
EDGEMOOD MANOR IV	6	ANNUAL	150.00	ROMAN PUCINSKI	41
EDISON PARK VILLAGE CONDO.	6	SEMI-ANNUAL	225.00	ROMAN PUCINSKI	41
EDISON PARKER CONDOMINIUM #1	12	SEMI-ANNUAL	360.00	ROMAN PUCINSKI	41
EDISON VILLA CONDO ASSOC.	7	SEMI-ANNUAL	337.50	ROMAN PUCINSKI	41
EL LAGO CONDOMINIUM ASSOC.	252	ANNUAL	4,372.00	DAVID D. ORR	49
ELLIS COURT ASSOC.	33	ANNUAL	1,560.00	TIMOTHY C. EVANS	04
ELLIS ESTATES CONDOMINIUM	9	ANNUAL	675.00	TIMOTHY C. EVANS	04
ELMISTE LANE CONDOMINIUM ASSN.	24	ANNUAL	1,600.00	EDWIN W. EISENBERG	43
FAIRFIELD CONDO ASSOC.	12	ANNUAL	600.00	TIMOTHY C. EVANS	04
FAIRFIELD COURT CONDO. ASSN	9	ANNUAL	675.00	BERNARD L. STONE	50
FARWELL BEACH CONDO ASSOC.	31	SEMI-ANNUAL	912.40	DAVID D. ORR	49
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL	337.50	DAVID D. ORR	49



CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REEVAL COUNCIL REPORTS - PASSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELEGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
11701 FRANKFORDMAN CONDO. ASSN	30	ANNUAL	1,800.00	TIMOTHY C. EVANS	04
INTEGRITY CONDO ASSOC. #4	54	SEMI-ANNUAL	2,925.00	ROMAN PUCINSKI	41
IRVING PARK TERRACE CONDO.	44	SEMI-ANNUAL	1,926.00	THOMAS W. COLLERTON	38
IVY COURT CONDOMINIUM ASSOC.	36	SEMI-ANNUAL	1,102.50	BERNARD L. STONE	50
JACKSON COURT APARTMENTS	27	ANNUAL	1,560.00	LAURENCE S BLOOM	05
JACKSON SHORE COOPERATIVE	21	ANNUAL	1,575.00	LAURENCE S BLOOM	05
JACKSON TOWERS CONDOMINIUM	78	ANNUAL	3,385.00	LAURENCE S BLOOM	05
JAMES COURT CONDO ASSN.	22	SEMI-ANNUAL	314.80	DAVID D. ORR	49
KENION BUILDING CORPORATION	6	SEMI-ANNUAL	325.00	JOHN S. MADRYK	13
KRYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL	574.00	PATRICK J. LEVAR	45
KIMBARK OF UNIVERSITY CONDO.	8	ANNUAL	450.00	LAURENCE S BLOOM	05
KING'S COURT CONDO. ASSN.	26	ANNUAL	1,548.00	BERNARD J. HANSEN	44
KINGS COURT CONDO. PHASE II	36	SEMI-ANNUAL	1,776.00	JOHN S. MADRYK	13
KINGS RIDGE CONDOMINIUM	8	SEMI-ANNUAL	300.00	ROMAN PUCINSKI	41
L'ABRIE CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	1,012.50	ROMAN PUCINSKI	41
LAKE MANOR APT. BLDG. CORP.	27	ANNUAL	2,025.00	DAVID D. ORR	49
LAKE SHORE LAND ASSOCIATION	16	SEMI-ANNUAL	600.00	BURTON F. NATARUS	42
LAKE TERRACE CONDOMINIUM	300	SEMI-ANNUAL	3,960.00	LAURENCE S BLOOM	05
LELAND HOUSE CONDO. ASSN.	10	SEMI-ANNUAL	375.00	THOMAS W. COLLERTON	38
LEVINSON HOUSE CONDO.	11	SEMI-ANNUAL	412.50	ROMAN PUCINSKI	41
LINDSEY PARK TOWER CONDO.	340	SEMI-ANNUAL	6,372.75	EDWIN W. EISENKRATH	43
LINDENWOOD TERRACE CONDO.	15	ANNUAL	1,080.00	ANTHONY C. LAURINO	39
LINTHROPES II CONDO. ASSN.	7	ANNUAL	450.00	BURTON F. NATARUS	42
LINT AVENUE CONDOMINIUM AND	38	ANNUAL	1,050.00	DAVID D. ORR	49
LUNT LAKE CONDOMINIUM ASSN.	9	ANNUAL	675.00	DAVID D. ORR	49
LUNT LAKE APARTMENT TRUST	33	SEMI-ANNUAL	2,278.00	DAVID D. ORR	49
MADONIA-GRACE CONDOMINIUM	12	ANNUAL	582.00	BERNARD J. HANSEN	44
MARBLEA CONDO ASSOCIATION	6	ANNUAL	450.00	DAVID D. ORR	49
MARINA TOWERS CONDO ASSOC	896	ANNUAL	61,608.00	BURTON F. NATARUS	42
MARSH MANOR CONDOMINIUM	35	SEMI-ANNUAL	1,312.50	ROMAN PUCINSKI	41
MARSHARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL	900.00	ROMAN PUCINSKI	41
MCDONNELL APTS. CONDO. ASSN.	15	ANNUAL	1,125.00	BURTON F. NATARUS	42
MELVING TRACT CONDOMINIUM ASSN	9	ANNUAL	675.00	WILLIAM F. KRYSZYCIAR	23
MIA CASA APT. BLDG. CORP.	21	ANNUAL	1,473.00	LAURENCE S BLOOM	05
MICHIGAN BEACH BOWLING CO OP	240	ANNUAL	5,283.09	LAURENCE S BLOOM	05
MILWAUKEE COOP ASSOCIATION	6	ANNUAL	392.00	JOHN S. MADRYK	13
MILWAUKEE CONDO. ASSOCIATION	6	ANNUAL	392.00	JOHN S. MADRYK	13
MILWAUKEE ESTATES CONDO.	6	ANNUAL	376.00	JOHN S. MADRYK	13
MONTGOMERY LODGE CONDO. ASSN.	10	ANNUAL	700.00	EDWIN W. EISENKRATH	43
MONTROSE MANOR CONDO. ASSN.	27	ANNUAL	1,648.80	THOMAS W. COLLERTON	38
MURRAY TERRACE CONDO ASSOC	15	ANNUAL	798.00	BEDRIKH E. STONE	50
MURRAY VISTA CONDOMINIUM ASSN	6	SEMI-ANNUAL	325.00	PATRICK J. LEVAR	45
MURRAY MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL	450.00	WILLIAM F. BANKS	32
NEVA VISTA CONDOMINIUM	9	ANNUAL	109.00	WILLIAM F. BANKS	32
NORBERRY MARSHALL, INC	6	ANNUAL	450.00	BURTON F. NATARUS	42

7/31/90

REPORTS OF COMMITTEES

19371

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
MCHEERY PLAZA CONDO. ASSOC	624	SEMI-ANNUAL	15,231.52	BURTON F. NATARUS	42
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL	840.00	BERNARD L. STONE	50
NORTH GLEN CONDOMINIUM ASSN.	7	ANNUAL	525.00	DAVID D. ORR	49
NORTH SHORE AVE. CONDO. ASSN.	7	SEMI-ANNUAL	350.50	DAVID D. ORR	49
NORTH SHORE BEACH CONDO. ASSN.	19	ANNUAL	1,425.00	DAVID D. ORR	49
NORTHWEST GARDEN APT'S CONDO.	9	ANNUAL	675.00	ROMAN PUCINSKI	41
NORTHWEST POINT CONDO ASSOC.	10	SEMI-ANNUAL	375.00	ROMAN PUCINSKI	41
NORTHWEST POINT CONDOMINIUMS	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
NORTHWEST TERRACE CONDO BLDG	28	SEMI-ANNUAL	999.80	ROMAN PUCINSKI	41
NORTHWEST TERRACE CONDO #2	28	SEMI-ANNUAL	984.60	ROMAN PUCINSKI	41
NORWOOD LOURIS CONDOMINIUM	120	SEMI-ANNUAL	2,640.00	BERNARD L. STONE	50
OTTAWIAN MANOR CONDO ASSOC.	9	SEMI-ANNUAL	300.00	WILLIAM JP BANKS	36
ORCHARD NORTH CONDO ASSOC.	37	ANNUAL	2,074.00	WILLIAM JP BANKS	36
ORCHARD WEST CONDO ASSOC.	101	ANNUAL	5,070.00	WILLIAM JP BANKS	36
ORCHARD CONDOMINIUM ASSOC.	5	SEMI-ANNUAL	172.50	ROMAN PUCINSKI	41
ONE EAST 50TH CONDO. ASSOC.	25	SEMI-ANNUAL	1,300.00	BURTON F. NATARUS	42
ORIENTAL TERRACE TRAYWOODS	98	ANNUAL	4,517.25	FRED S. KOTT	01
PALMER COURTS	12	ANNUAL	600.00	WILLIAM JP BANKS	36
PALMER COURTS ASSOCIATION	12	SEMI-ANNUAL	450.00	JOSEPH S. KOTLARZ JR	35
PARDONNA CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
PARK CASTLE CONDOMINIUM ASSOC.	29	SEMI-ANNUAL	2,587.50	BERNARD L. STONE	50
PARK GABLES APT HOMES INC.	72	SEMI-ANNUAL	2,040.00	BERNARD L. STONE	50
PARK LAKE TOWNHOMES CONDO ASSOC.	86	ANNUAL	2,964.00	EDWIN W. EISENKRATH	43
PARK VIEW CONDO WEST INC.	39	SEMI-ANNUAL	1,544.00	ROBERT L. KELLAM	13
PARKLE 11 CONDOMINIUM ASSOC.	12	SEMI-ANNUAL	350.00	ROMAN PUCINSKI	41
PARKVIEW EAST CONDO ASSOC.	30	SEMI-ANNUAL	1,125.00	ROMAN PUCINSKI	41
PARKWAY CIRCLE CONDO ASSOC.	50	SEMI-ANNUAL	1,462.50	ROMAN PUCINSKI	41
PATTINGTON CONDO ASSOCIATION	89	SEMI-ANNUAL	2,303.00	HELEN SHILLER	42
PAXTON PLACE CONDO. ASSOC.	15	ANNUAL	1,125.00	LAURENCE S BLOOM	05
PIONEER COOPERATIVE, INC.	21	SEMI-ANNUAL	787.50	TIMOTHY C. EVANS	04
POINSETTA EAST CONDOMINIUM	10	ANNUAL	750.00	LAURENCE S BLOOM	05
POINT EAST CONDOMINIUM	50	SEMI-ANNUAL	1,875.00	ROMAN PUCINSKI	41
PORTAGE MANOR CONDOMINIUM	7	SEMI-ANNUAL	267.50	THOMAS W. COLLERTON	38
PRAIRIE SHORE CONDO ASSOCIATION	28	SEMI-ANNUAL	599.00	DAVID D. ORR	49
PRAIRIE LAKE CONDOMINIUM ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
PRUITT CONDOMINIUM ASSOCIATION	8	SEMI-ANNUAL	300.00	TIMOTHY C. EVANS	04
RIDGE ESTATE CONDOMINIUM ASSOC	24	SEMI-ANNUAL	762.70	BERNARD L. STONE	50
RIVIERA CONDOMINIUM	18	SEMI-ANNUAL	675.00	DAVID D. ORR	49
ROSEMBALE CONDOMINIUM ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
ROSEMBALE CONDOMINIUM ASSN.	14	SEMI-ANNUAL	525.00	PATRICK J. LEVOR	45
ROSENHAT APARTMENTS CONDO.	36	SEMI-ANNUAL	745.00	BERNARD L. STONE	50
SHELBOURNE COURTS CONDO. ASSN.	12	ANNUAL	600.00	WILLIAM F. KRYSIYIAK	23
SHENANDOAH CONDO ASSOC INC	9	SEMI-ANNUAL	347.50	ROMAN PUCINSKI	41
SHERIDAN BRIAR SQ. CONDO. ASSN	15	SEMI-ANNUAL	562.50	BERNARD J. HANSEN	43
SHERIDAN EAST	8	ANNUAL	440.00	DAVID D. ORR	49



CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF FLAT/CO- UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
SUNSHINE CONDOMINIUM ASSN.	50	ANNUAL	2,192.00	LAURENCE S BLOOM	05
SUNSHINE CONDO ASSN.	42	ANNUAL	1,905.00	LAURENCE S BLOOM	05
SOUTH HOMAN CONDO ASSN.	8	SEMI-ANNUAL	300.00	JOHN S. MADRZYK	13
SOUTH LAPORTE CONDOMINIUM	8	ANNUAL	200.00	WILLIAM F. KRISTYNIAK	23
SPRINGFIELD COURT CONDO. ASSN.	8	SEMI-ANNUAL	300.00	JOHN S. MADRZYK	13
STANFORD COURTS HOMESOWNERS	80	SEMI-ANNUAL	1,573.00	BERNARD L. STONE	50
STANFORD HOUSE-ON-THE-LAKE	40	SEMI-ANNUAL	1,440.00	DAVID D. ORR	49
STANFORD PLACE CONDO. ASSN.	24	ANNUAL	922.50	BERNARD J. HANSEN	44
STANFORD PLACE 400 CONDOMINIUM	18	ANNUAL	8,847.00	DAVID D. ORR	49
SUNDERDALE CONDOMINIUM	18	SEMI-ANNUAL	625.00	PATRICK J. LEVAK	40
SURVEY COURT CONDOMINIUM ASSN.	22	SEMI-ANNUAL	780.00	EDWIN W. EISENDRATH	43
THE BARRY CONDOMINIUM	35	SEMI-ANNUAL	2,437.50	BERNARD J. HANSEN	44
THE ELIZABETH CONDOMINIUMS	8	SEMI-ANNUAL	300.00	KOPAR FUCHSKEI	41
THE PARK CONDOMINIUM ASSOC.	15	SEMI-ANNUAL	920.00	PATRICK J. LEVAK	40
THE PARK CONDOMINIUMS, INC.	16	ANNUAL	1,160.00	LAURENCE S BLOOM	05
THE PEARLTON CONDOMINIUMS	80	ANNUAL	3,293.70	BERNARD L. STONE	50
THE SHEFFIELD BUILDING ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
THE STEEPLES CONDO. ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
THE WADSWICK CONDOMINIUM	24	SEMI-ANNUAL	900.00	THOMAS W. CULLETON	38
THE WOODLAWN CONDOMINIUM ASSN.	12	ANNUAL	695.00	FRED B. ROTH	01
THE 1115 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,504.50	FRED B. ROTH	01
THE 1143 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,477.50	FRED B. ROTH	01
THE 1164 SOUTH PLYMOUTH COURT	75	SEMI-ANNUAL	1,504.50	FRED B. ROTH	01
THE 1025 BIRCHWOOD BUILDING	18	ANNUAL	1,320.00	DAVID D. ORR	49
THE 2159 NORTH HALEM BUILDING	12	ANNUAL	900.00	WILLIAM JP BANKS	16
THE 400 CONDOMINIUM ASSOC.	940	SEMI-ANNUAL	5,915.45	BURTON F. NATARUS	42
THE 601 SOUTH PLYMOUTH COURT	198	SEMI-ANNUAL	5,920.25	BURTON F. NATARUS	42
THOR SABLES BUILDING CORP.	114	SEMI-ANNUAL	1,500.00	FRED B. ROTH	01
THOR HOUSE CONDO. ASSOC.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
UNITED COOPERATIVE PROJECTS	12	ANNUAL	300.00	TIMOTHY C. EVANS	04
UNIVERSITY PARK CONDO. ASSN.	540	SEMI-ANNUAL	8,804.00	TIMOTHY C. EVANS	04
WALPOLE POINT OWNERS ASSN.	252	ANNUAL	710.00	EDWIN W. EISENDRATH	43
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL	4,524.50	HELEN SHILLER	46
WEDGSTER PARK CONDO. ASSN.	16	ANNUAL	1,154.00	EDWIN W. EISENDRATH	43
WELLS GLEN CONDO ASSOC.	32	ANNUAL	1,500.00	DAVE AND SATTI	40
WILLOW COURT CONDOMINIUM	20	SEMI-ANNUAL	750.00	PATRICK J. LEVAK	40
WILLOW COURTS II	6	ANNUAL	408.00	WILLIAM F. KRISTYNIAK	23
WILMESTER-HOOD CO-OP EXT. B	72	ANNUAL	2,207.25	BERNARD L. STONE	50
WILMESTER-HOOD GARDEN HOMES	22	ANNUAL	1,760.85	BERNARD L. STONE	50
WILMESTER-HOOD GARDEN HOMES	22	ANNUAL	1,760.85	BERNARD L. STONE	50
WILDER LANE CONDO ASSOCIATION	40	SEMI-ANNUAL	1,050.00	PATRICK J. LEVAK	40
WINSTON WEST CONDO ASSOC.	36	SEMI-ANNUAL	1,131.00	PATRICK J. LEVAK	40
WINSTON COURT CONDOMINIUM	22	ANNUAL	1,020.00	TIMOTHY C. EVANS	04
WINSTON TOWERS #3 CONDO ASSOC.	153	ANNUAL	6,974.25	BERNARD L. STONE	50
WINSTON TOWERS #5 CONDO ASSOC.	218	SEMI-ANNUAL	3,598.00	BERNARD L. STONE	50

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSED BOARD ORDERS - PASSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF LEAVE	***** SPONSOR *****	
WINSTON TOWERS I ASSOCIATION	194	ANNUAL	8,388.00	BERNARD L. STONE	50
WINSTON TOWERS II ASSOCIATION	213	SEMI-ANNUAL	3,409.00	BERNARD L. STONE	50
WINSTON TOWERS III 4 ASSN.	250	ANNUAL	7,474.00	BERNARD L. STONE	50
WRIGHTWOOD CONDO. ASSOC.	19	ANNUAL	1,117.50	EDWIN U. EISENBRATH	43
WRIGHTWOOD-DAYTON CONDO. ASSOC.	15	ANNUAL	1,104.00	EDWIN U. EISENBRATH	43
1610 LAKE SHORE DRIVE CONDO.	184	SEMI-ANNUAL	3,717.00	BURTON F. NATARUS	42
1035 E. CALHOUN CONDO ASSOC.	30	ANNUAL	1,500.00	DAVID D. ORR	49
1054 56 W. NORTH SHORE CONDO.	3	ANNUAL	450.00	DAVID D. ORR	49
1100-07 W. NORTH SHORE CONDO.	7	ANNUAL	525.00	DAVID D. ORR	49
1115-18 LLOYOLA CONDOMINIUM	10	ANNUAL	510.00	DAVID D. ORR	49
1220 22 W. SHERBURN AVENUE	7	ANNUAL	525.00	DAVID D. ORR	49
1235 STATE PARKWAY CONDOMINIUM	62	SEMI-ANNUAL	2,325.00	TIMOTHY C. EVANS	04
1300 1317 E. 54TH STREET CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
1314 EAST 54TH CONDOMINIUM	5	ANNUAL	450.00	TIMOTHY C. EVANS	04
1330 FARGO CONDOMINIUM ASSN.	24	ANNUAL	1,038.00	DAVID D. ORR	49
1330 LOOMY CONDOMINIUM ASSOC.	27	SEMI-ANNUAL	882.00	DAVID D. ORR	49
1345 E. MADISON ELEG. CONDO.	4	ANNUAL	300.00	TIMOTHY C. EVANS	04
1348 50 HYDE PK. CONDO ASSOC.	3	ANNUAL	450.00	TIMOTHY C. EVANS	04
1372 E. MADISON PARK CONDO.	3	ANNUAL	315.00	TIMOTHY C. EVANS	04
1411 STATE PARKWAY CONDO. ASSN.	15	ANNUAL	1,125.00	EDWIN U. EISENBRATH	43
1415 DEARBORN PLUS CONDO ASSOC.	95	SEMI-ANNUAL	3,562.50	EDWIN U. EISENBRATH	43
1417 N. STATE PARKWAY CONDO.	26	ANNUAL	1,852.00	EDWIN U. EISENBRATH	43
1490-96 W. FRUIT CONDO. ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
1541 W. FARGO CONDO. ASSN.	22	ANNUAL	1,250.00	DAVID D. ORR	49
1543 24 WEST FARGO AVENUE	7	ANNUAL	525.00	DAVID D. ORR	49
1550 NORTH DEARBORN PARKWAY	3	ANNUAL	600.00	BURTON F. NATARUS	42
1572-74 ROSEMONT CONDO. ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
1575 20 W. CHASE AVENUE CONDO.	8	ANNUAL	420.00	DAVID D. ORR	49
1580 MARBOR DRIVE CONDO ASSOC.	740	SEMI-ANNUAL	11,720.00	FRANK B. ROIT	01
1584-84 GREENLEAF CONDOMINIUM	5	ANNUAL	375.00	DAVID D. ORR	49
1627-29 W. CHASE CONDO. ASSN.	3	ANNUAL	450.00	DAVID D. ORR	49
1720-22 W. LESLIE HOMES	8	ANNUAL	600.00	DAVID D. ORR	49
175 E. CLIFMARF PL. HOMEGARERS	208	SEMI-ANNUAL	24,120.00	BURTON F. NATARUS	42
1750 N. WELLS CONDOMINIUM	24	SEMI-ANNUAL	780.00	EDWIN U. EISENBRATH	43
1801 N. DELEANE CONDOMINIUM	9	SEMI-ANNUAL	357.50	EDWIN U. EISENBRATH	43
208 E. DELAWARE CONDO ASSOC.	189	SEMI-ANNUAL	5,950.00	BURTON F. NATARUS	42
201 E. CHESTNUT CONDO ASSOC.	120	SEMI-ANNUAL	3,670.00	BURTON F. NATARUS	42
210 SOUTH STATE CONDO ASSOC.	5	ANNUAL	450.00	EDWIN U. EISENBRATH	43
211 E. CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	240.00	EDWIN U. EISENBRATH	43
2205 11TH CONDOMINIUM ASSOC.	13	ANNUAL	816.00	BURTON F. NATARUS	42
2130 LINCOLN PARK WEST CONDO.	34	SEMI-ANNUAL	1,225.00	EDWIN U. EISENBRATH	43
2134 LINCOLN PK. WEST CONDO.	11	SEMI-ANNUAL	315.00	EDWIN U. EISENBRATH	43
2201 E. DELAWARE CONDO ASSN.	19	SEMI-ANNUAL	717.50	BURTON F. NATARUS	42
2201 NORTH CLEVELAND CONDO.	29	ANNUAL	1,224.00	EDWIN U. EISENBRATH	43
233 EAST DAYTON BUILDING CORP.	15	ANNUAL	1,125.00	BURTON F. NATARUS	42

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE TO OBEY COUNCIL ORDERS--PASSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
2033 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL	750.00	EDWIN W. EISENDRATH	43
2500 N. LAKEVIEW ASSOCIATION	158	SEMI-ANNUAL	5,925.00	EDWIN W. EISENDRATH	43
250 EAST DELAWARE CONDO. ASSOC.	164	SEMI-ANNUAL	4,200.00	EDWIN W. EISENDRATH	43
2626 LAKEVIEW CONDO ASSOC	492	SEMI-ANNUAL	10,200.00	EDWIN W. EISENDRATH	43
2650 LAKEVIEW CONDO ASSOC	396	SEMI-ANNUAL	8,022.00	EDWIN W. EISENDRATH	43
2720 W. 87TH STREET CONDO	12	ANNUAL	576.00	ROBERT T. KELLAM	18
2800 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL	12,172.80	EDWIN W. EISENDRATH	43
2808-10 W. LOGAN BLVD. CONDO.	6	SEMI-ANNUAL	225.00	RICHARD F. NELL	33
2909 N. SHERIDAN ROAD CONDO.	203	SEMI-ANNUAL	2,665.00	BERNARD J. HANSEN	44
3150 N. ODELL CONDO ASSOC.	9	ANNUAL	675.00	WILLIAM JP BANKS	36
3180 CONDOMINIUM ASSOCIATION	174	SEMI-ANNUAL	2,111.66	BERNARD J. HANSEN	44
33 PHILLIPS CONDOMINIUM ASSN.	6	ANNUAL	450.00	WILLIAM M. BEAVERS	07
4000 N. LAKE SHORE EAST CONDO	85	SEMI-ANNUAL	3,107.50	BERNARD J. HANSEN	44
5012 N. BARKLEY CONDOMINIUM	6	ANNUAL	450.00	RICHARD F. NELL	33
5000 CONDOMINIUM ASSOCIATION	433	SEMI-ANNUAL	6,310.00	HELEN SHILLER	46
3621 N. BARRACORSETT CONDO.	9	SEMI-ANNUAL	337.50	THOMAS W. CULLERTON	30
3632 N. BARRACORSETT CONDO.	6	ANNUAL	270.00	THOMAS W. CULLERTON	30
3633 BARRACORSETT CONDOMINIUM	3	ANNUAL	300.00	THOMAS W. CULLERTON	30
3638 NORTH BEELEK CONDOMINIUM	9	ANNUAL	675.00	JOSEPH S. KOTLARZ JR	35
401 WEBSTER CONDO. ASSOC.	36	SEMI-ANNUAL	1,118.40	EDWIN W. EISENDRATH	43
4046 W. 87TH ST. CONDO. ASSOC.	6	ANNUAL	450.00	ROBERT T. KELLAM	18
4056 W. 87TH ST. CONDO. ASSOC.	6	ANNUAL	450.00	ROBERT T. KELLAM	18
4105-15 W. CULLUM 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
416 WEST GRANT PLACE FLYSPAN	10	ANNUAL	750.00	EDWIN W. EISENDRATH	43
4420-20 N. DOVER CONDO. ASSN.	6	ANNUAL	450.00	HELEN SHILLER	46
4436-38 NORTH MALDEN CONDO.	6	ANNUAL	450.00	HELEN SHILLER	46
444 W. ALDINE CONDO. ASSN.	7	ANNUAL	525.00	BERNARD J. HANSEN	44
4650 N. HERMITAGE CONDO. ASSN.	6	ANNUAL	450.00	EUGENE C. SCHULTER	47
4800 BEXEL BLVD. COOPERATIVE	50	SEMI-ANNUAL	1,170.00	TIMOTHY C. EVANS	04
4850 PUGHATAN BUILDING CORP.	40	ANNUAL	1,570.00	TIMOTHY C. EVANS	04
500 BARRY CONDOMINIUM ASSN.	8	ANNUAL	300.00	BERNARD J. HANSEN	44
5000 MARINE DRIVE COOPERATION	63	ANNUAL	2,150.00	MARY ANN SMITH	48
5035-38 BEXEL CONDO. ASSN.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5100 N. SHERIDAN ROAD CONDO	40	SEMI-ANNUAL	1,350.00	MARY ANN SMITH	48
5139-43 NORTH EAST RIVER ROAD	72	SEMI-ANNUAL	2,700.00	RODAN PUCHESKI	41
515 BRIGHAM CONDO ASSOC.	70	SEMI-ANNUAL	1,770.00	EDWIN W. EISENDRATH	43
5155/59 N. EAST RIVER RD.	72	SEMI-ANNUAL	1,770.00	RODAN PUCHESKI	41
520 W. ROSCOE CONDOMINIUM ASSN	6	ANNUAL	450.00	BERNARD J. HANSEN	44
5216-18 S. WORCHESTER CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5220 NORTH ROCKWELL CONDO	8	ANNUAL	600.00	PATRICK J. O'CONNOR	40
5237 N. EAST RIVER ROAD CONDO.	9	SEMI-ANNUAL	337.50	RODAN PUCHESKI	41
5300 ANN MARY AND CONDOMINIUM	27	ANNUAL	1,260.00	TIMOTHY C. EVANS	04
5302-12 CORNELL CONDOMINIUM	15	ANNUAL	1,125.00	LAURENCE S. BLOOM	65
5312-14 WINDSOR CONDO ASSOC.	9	ANNUAL	675.00	PATRICK J. LEVAR	45

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
5920-30 HYDE PARK CONDO. ASSOC	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5415-18 S. DORCHESTER CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5410 S. MASSASOIT CONDO ASSN.	9	ANNUAL	502.00	WILLIAM F. KRYSZYNIAK	23
5409 S. MASSASOIT CONDO. ASSN.	11	ANNUAL	498.00	WILLIAM F. KRYSZYNIAK	23
5429 S. MASSASOIT CONDO. ASSN.	9	ANNUAL	502.00	WILLIAM F. KRYSZYNIAK	23
5411-30 SOUTH HYDE PARK CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5434-36 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5457-59 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5463-65 S. HYDE PARK CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5467-73 S. FORESTIC COURT	35	ANNUAL	1,112.00	TIMOTHY C. EVANS	04
5474-76 S. EVERETT AVENUE	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5470-66 S. EVERETT CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5465-69 CORBELL AVENUE CONDO.	9	ANNUAL	675.00	LAURENCE S BLOOM	05
5500 WEST HIGHLAND CONDO. ASSN.	10	ANNUAL	750.00	PATRICK J. LEVAR	45
5518-22 EVERETT CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5547-49 S. DORCHESTER CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5553-55 BLACKSTONE CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5555 W. SUNNYSIDE CONDOMINIUM	8	SEMI-ANNUAL	300.00	PATRICK J. LEVAR	45
5518 E. PULASKI CONDO. ASSN.	62	ANNUAL	2,044.00	LAURENCE S BLOOM	05
5711-15 BLACKSTONE AVENUE CORP	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5727 MIDWAY ESTATES CONDO.	6	ANNUAL	396.00	JOHN S. MAKCYK	13
5750 S. KENWOOD CO-OP	7	ANNUAL	525.00	LAURENCE S BLOOM	05
5859 BLACKSTONE COOPERATIVE	13	ANNUAL	896.00	LAURENCE S BLOOM	05
6005-09 N. NEOLA COOPERATION	9	SEMI-ANNUAL	337.50	ROGAN FUCINSKI	41
6040 N. LEXY CONDOMINIUM	42	ANNUAL	1,738.00	PATRICK J. O'CONNOR	40
6100-22 NORTH HAMILTON AVENUE	6	ANNUAL	450.00	BERNARD L. STONE	50
6247-49 N. CLENWOOD CONDO. ASSN	6	SEMI-ANNUAL	225.00	MARY ANN SMITH	40
6416 W. 64TH PLACE CONDOMINIUM	9	SEMI-ANNUAL	307.50	WILLIAM F. KRYSZYNIAK	23
6390 REGENT CONDO ASSOC	30	SEMI-ANNUAL	1,125.00	ROGAN FUCINSKI	41
6500 NORTH RIDGE CONDO. ASSN.	22	ANNUAL	1,323.00	BERNARD L. STONE	50
651 W. SHERIDAN CONDO. ASSN.	24	SEMI-ANNUAL	840.00	HELEN SHILLER	46
6542-51 N. ASHLAND CONDO. ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
6555 W. BELMONT CONDO. ASSN.	9	SEMI-ANNUAL	294.00	WILLIAM JF BARKS	36
656 BUCKINGHAM CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
659 W. ALBINE CONDO. ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	41
6817 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6816 W. 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6720 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6824 W. 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6645 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6730 W. 64TH PLACE ASSOCIATION	6	ANNUAL	450.00	JOHN S. MAKCYK	13
6701 S. CHAPPEL CONDOMINIUM	9	ANNUAL	300.00	LAURENCE S BLOOM	05
6714 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6724 W. 64TH PLACE CORP	6	ANNUAL	450.00	WILLIAM F. KRYSZYNIAK	23
6830-32 FAXTON CONDOMINIUM	8	SEMI-ANNUAL	420.00	LAURENCE S BLOOM	05

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
REFUSE FEE/FEE COLLECTED/DELETED/ASSESSED

MEETING DATE 7/31/90

CONDOMINIUM/ COOPERATIVE NAME	NO. OF UNIT(S)	TYPE	AMOUNT OF FEE/DATE	SPONSOR	
6929 75 N. ASHLAND CONDOMINIUM	10	ANNUAL	750.00	DAVID D. ORR	49
7000-60 N. GREENVIEW CONDO.	6	ANNUAL	450.00	DAVID D. ORR	49
720 GORDON TERRACE CONDO. ASSN.	270	SEMI-ANNUAL	6,366.00	HELEN SHILLER	46
7206-08 SOUTH YATES CONDO	6	ANNUAL	450.00	LAURENCE S BLOOM	05
7207 N. RIDGE CONDOMINIUM	9	SEMI-ANNUAL	337.50	DAVID D. ORR	49
71 EAST ELM CONDO ASSOC.	48	SEMI-ANNUAL	1,642.20	BURTON F. NATARUS	42
7312-14 N. RIDGE CONDO. ASSOC.	6	ANNUAL	450.00	BERNARD L. STONE	50
7400 SHERIDAN CONDO ASSOC.	11	ANNUAL	300.00	DAVID D. ORR	49
7491 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL	300.00	DAVID D. ORR	49
75TH DR THE LAKE HOME OWNERS	34	ANNUAL	3,924.00	LAURENCE S BLOOM	05
7512 RIDGE BUILDING CORP.	2	ANNUAL	324.00	BERNARD L. STONE	50
7520 RIDGE BUILDING CORP.	3	SEMI-ANNUAL	162.00	BERNARD L. STONE	50
7524 RIDGE BUILDING CORP.	6	ANNUAL	324.00	BERNARD L. STONE	50
772 CONDOMINIUM ASSOCIATION	330	ANNUAL	14,274.00	BURTON F. NATARUS	42
7800 S. WINCHESTER CONDOMINIUM	8	ANNUAL	600.00	ROBERT T. KELLAN	18
7901-11 ELLIS CONDOMINIUM	18	SEMI-ANNUAL	540.00	LORRAINE L DIXON	08
801-03 EAST 87TH PLACE CONDO	9	ANNUAL	675.00	LORRAINE L DIXON	08
8000 LANGLEY CO-OP APT.	13	ANNUAL	900.00	JOHN STEELE	06
8210-18 S. JEFFERY CONDO ASSN	11	ANNUAL	825.00	LORRAINE L DIXON	08
8216 BELMONT BUILDING	9	ANNUAL	675.00	THOMAS W. COLLERTON	38
834 75 N. FULLERTON CONDO ASSOC.	6	SEMI-ANNUAL	300.00	BERNARD L. HANSEN	44
844 W. FULLERTON LANDMARK	5	ANNUAL	375.00	HELEN SHILLER	46
814 W. SUMMERDALE CONDOMINIUM	6	SEMI-ANNUAL	325.00	RODAN FUCHSBERG	41
800-11 LARK SHORE DRIVE CONDO	324	SEMI-ANNUAL	16,056.00	BURTON F. NATARUS	42
891 SOUTH PLYMOUTH COURT	100	SEMI-ANNUAL	2,450.00	FRED G. EDLI	01
290 W. LAKE SHORE DR. HOMERUN	145	SEMI-ANNUAL	5,437.50	BURTON F. NATARUS	42

**COMMITTEE ON ECONOMIC DEVELOPMENT.**

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**APPROVAL OF DESIGNATION OF 115TH-WESTERN  
BLIGHTED COMMERCIAL AREA.**

The Committee on Economic Development submitted the following report:

CHICAGO, July 31, 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 approving the designation of the 115th-Western Blighted Commercial Area, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all the committee members 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, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission of the City of Chicago is authorized by Chapter 15.1 of the Municipal Code of the City of Chicago to designate blighted commercial areas and, pursuant to said Chapter 15.1 has so designated the 115th-Western Blighted Commercial Area at its regular meeting on May 15, 1990 by Resolution No. 90-C.D.D.C.-15, a certified copy of which has been delivered to the City Council of the City of Chicago; and

WHEREAS, The City Council of the City of Chicago has studied the feasibility of designating the 115th-Western Blighted Commercial Area and desires to evidence its approval of the designation of said Blighted Commercial Area, which is bounded as follows:

beginning at the intersection of the center line of South Western Avenue and the north lot line extended westward of Lot 8 in the subdivisions of the original Lots 1, 2 and 3 and the south 93 feet of original Lots 4 and 5, and also a resubdivision of Lots 31, 32, 33, 38, 39 and 40 of the subdivision of the south half of the south half of Lots 14 and 15 and all of Lots 6 to 13 inclusive and the north 57 feet of original Lots 4 and 5 in Block E., Morgan Park, Washington Heights, Section 19-37-14; thence easterly along the aforesaid north line of Lot 8 to the intersection with a north-south line parallel to and 125 feet east of this east line of South Western Avenue; thence southerly along side north-south line to the intersection with the center line of West 115th Street; thence easterly along said center line of West 115th Street to the intersection with the east lot line extended northward of Lot 59 in Walker's Resubdivision of Blocks A, B and D in resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V and Lots 1 to 10 inclusive and Lots 17 to 24 inclusive in Block G; Lots 1 to 17 inclusive and 24 to 32 inclusive in Block H all in Morgan Park, Washington Heights, being a subdivision of the southwest quarter of Section 18-37-14 West of Prospect Avenue and a part of the southwest quarter of Section 19-37-14 west of Prospect Avenue; thence southerly along the aforesaid north-south line consisting of the east lot lines of Lots 53 through 59 in the aforesaid Walker's Resubdivision to the intersection with the south lot line of Lot 53 in the above-described Walker's Resubdivision; thence westerly along said south line to the intersection with the center line of South Western Avenue; thence northerly along said center line of South Western Avenue to the intersection with the south lot line extended eastward of Lot 5 in Block 4 of Harold J. Elhinny's first addition to southtown being a subdivision in southeast quarter of Section 24-37-14; thence westerly along said south lot line of Lot 5 to the intersection with the center line of the 20-foot north-south public alley parallel to and first west of South Western Avenue; thence northerly along said center line to the intersection with the center line of West 115th Street; thence easterly along the said center line to the intersection with a line extended southward (Legal Description 115th Western 2) of a line parallel to and 128.18 feet west of the west line of South Western Avenue; thence northerly along said line for 237.28 feet to the intersection with the south lot line of Lot 3 in O. A. Bogue's Addition to Morgan Park being a subdivision of part of the east half northeast quarter of Section 24-37-14; thence westerly along said south lot line to the intersection with the center line of the 16-foot public alley parallel and first west of Western Avenue; thence northerly along center line of said 16-foot public alley to the intersection with the north lot line of Lot 3 in the aforesaid O. A. Bogue's Subdivision extended westward for 8 feet; thence easterly along the north lot line of Lot 3 to the intersection with the center line of South Western Avenue; thence southerly along the center line

of South Western Avenue to the point of beginning; all in the west half of the northwest quarter of Section 19-37-14 and the west half of the southwest quarter of Section 19-37-14 and the east half of the northeast quarter and southeast quarter of Section 24-37-14 in the City of Chicago, County of Cook and State of Illinois in the following subdivisions:

Subdivision of original Lots 1, 2 and 3 and the 5.93 feet of original Lots 4 and 5 and also a resubdivision of Lots 31, 32, 33, 38, 39 and 40 of the subdivision of the south half of Lots 14 and 15 and all of Lots 6 to 13 inclusive and the north 57 of original Lots 4 and 5 in Block E, Morgan Park, Washington Heights, Section 19-37-14, Recorded May 19, 1890 (Doc. No. 1272083)

Also

Walker's Resubdivision of Blocks A, B and D in resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V and Lots 1 to 10 inclusive and Lots 17 to 24 inclusive in Block G; Lots 1 to 17 inclusive and 24 to 32 inclusive in Block H, all in Morgan Park, Washington Heights, Recorded March 16, 1888 (Doc. No. 932920)

Also

Morgan Park, Washington Heights, et cetera (See "A") being a subdivision of, southwest 1/4 of Section 18-37-14, west of Prospect Avenue and a part of the west half of Section 19-37-14 west of Prospect Avenue, Recorded May 2, 1871 Ante Fire Re-recorded June 27, 1872. (Doc. No. 39697)

Also

Harold J. McElhinny's First Addition to southtown being a subdivision in southeast quarter of Section 24-37-13, Recorded October 27, 1926 (Doc. No. 9449032)

Also

O. A. Bogue's Addition to Morgan Park being a subdivision of part of east half of the northeast quarter of Section 24-37-13, Recorded October 3, 1873

;now, therefore,

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



SECTION 1. The designation of the 115th-Western Blighted Commercial Area is hereby approved.

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

Resolution Number 90-C.D.D.C.-15 attached to this ordinance reads as follows:

*Commercial District Development Commission*

*City Of Chicago.*

*Resolution 90-C.D.D.C-15*

*Approving The Designation Of The 115th-Western Blighted  
Commercial Area.*

Whereas, The Commercial District Development Commission, hereinafter referred to as the "Commission", is authorized by Article 15.1 of the Municipal Code to designate Blighted Commercial Areas; and

Whereas, The Department of Planning has conducted studies and investigations into the conditions in the 115th-Western Area and as a result of these studies and investigations has determined that the area is eligible as a Blighted Commercial Area as defined in Article 15.1 of the Municipal Code of Chicago; and

Whereas, The Commission desires to evidence its approval of the designation of the 115th-Western Blighted Commercial Area; now, therefore,

Be It Resolved That:

1. The designation of the 115th-Western Blighted Commercial Area is hereby approved. The Legal Description of this area is attached to and is hereby made a part of this resolution.
2. The Chairman of the Commission is authorized to deliver a certified copy of this Resolution to the City Council of the City of Chicago with a request for its approval.

Legal Description attached to this resolution reads as follows:

*Legal Description.*

*115th-Western Blighted Commercial Area.*

A tract of land bounded as follows:

beginning at the intersection of the centerline of South Western Avenue and the north lot line extended westward of Lot 8 in the subdivision of the original Lots 1, 2 and 3 and the south 93 feet of original Lots 4 and 5, and also a resubdivision of Lots 31, 32, 33, 38, 39 and 40 of the subdivision of the south half of the south half of Lots 14 and 15 and all of Lots 6 to 13 inclusive and the north 57 feet of original Lots 4 and 5 in Block E., Morgan Park, Washington Heights, Section 19-37-14; thence easterly along the aforesaid north lot line of Lot 8 to the intersection with a north-south line parallel to and 125 feet east of this east line of South Western Avenue; thence southerly along said north-south line to the intersection with the centerline of West 115th Street; thence easterly along said centerline of West 115th Street to the intersection with the east lot line extended northward of Lot 59 in Walker's Resubdivision of Blocks A, B and D in resubdivision of Blocks A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U, V and Lots 1 to 10 inclusive and Lots 17 to 24 inclusive in Block G; Lots 1 to 17 inclusive and 24 to 32 inclusive in Block H all in Morgan Park, Washington Heights, being a subdivision of the southwest quarter of Section 18-37-14 west of Prospect Avenue and a part of the southwest quarter of Section 19-37-14 west of Prospect Avenue; thence southerly along the aforesaid north-south line consisting of the east lot lines of Lots 53 through 59 in the aforesaid Walker's Resubdivision to the intersection with the south lot line of Lot 53 in the above-described Walker's Resubdivision; thence westerly along said south line to the intersection with the centerline of South Western Avenue; thence northerly along said centerline of South Western Avenue to the intersection with the south lot line extended eastward of Lot 5 in Block 4 of Harold J. Elhinny's first addition to Southtown being a subdivision in southeast quarter Section 24-37-14; thence westerly along said south lot line of Lot 5 to the intersection with the centerline of the 20-foot north-south public alley parallel to and first west of South Western Avenue; thence northerly along said centerline to the intersection with the center line of West 115th Street; thence easterly along the said centerline to the intersection with a line extended southward to a line parallel to and 128.18 feet west of the west line of South Western Avenue; thence northerly along said line for 237.28 feet to the intersection with the south lot line of Lot 3 in O. A. Bogue's Addition to Morgan Park being a subdivision of part of the east half northeast quarter of Section 24-37-14; thence westerly along said south lot line to the intersection with the centerline of the 16-foot public alley parallel and first west of South Western Avenue; thence northerly along the centerline of said 16-foot public alley to the intersection with the north lot

line of Lot 3 in the aforesaid O. A. Bogue's Subdivision extended westward for 8 feet; thence easterly along the north lot line of Lot 3 to the intersection with the centerline of South Western Avenue; thence southerly along the centerline of South Western Avenue to the point of beginning; all in the west half of the northwest quarter of Section 19-37-14 and the west half of the southwest quarter of Section 19-37-14 and the east half of the northeast quarter and southeast quarter of Section 24-37-14 in the City of Chicago, County of Cook and State of Illinois.

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**COMMITTEE ON EDUCATION.**

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**APPOINTMENT OF MS. TERESA FRAGA AS MEMBER OF BOARD  
OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT  
NUMBER 508.**

The Committee on Education submitted the following report:

CHICAGO, July 25, 1990.

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

Your Committee on Education, having had under consideration a communication signed by the Honorable Richard M. Daley, Mayor, under the date of July 12, 1990 (which was referred on July 12, 1990) appointing Teresa Fraga as a member of the Board of Trustees of Community College District No. 508 to succeed Mary Ellen Montes for a term ending June 30, 1993, begs leave to recommend that Your Honorable Body *Approve* the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote by the committee.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,  
*Chairman.*

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Teresa Fraga as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

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REAPPOINTMENT OF MR. REYNALDO GLOVER AS MEMBER  
OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE  
DISTRICT NUMBER 508.

The Committee on Education submitted the following report:

CHICAGO, July 25, 1990.

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

Your Committee on Education, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, under the date of July 12, 1990 (which was referred on July 12, 1990) reappointing Reynaldo Glover as a member of the Board of Trustees of Community College District No. 508 for a term expiring June 30, 1993, begs leave to recommend that Your Honorable Body *Approve* the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote of the committee.

Respectfully submitted,

(Signed) PATRICK O'CONNOR,  
*Chairman.*

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Reynaldo Glover as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

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**COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION  
AND PUBLIC UTILITIES.**

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

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Energy, Environmental Protection and Public Utilities, having met on Monday, July 30, 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance amending various sections of Chapter 99 of the Municipal Code to increase penalties for illegal dumping. (Introduced by Mayor Daley on March 21, 1990).

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

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 99, Section 99-31.1 of the Municipal Code of Chicago is hereby amended by deleting existing Subsections 99-31.1(a) and 99-31.1(b) and by inserting the language in italics, as follows:

99-31.1. No person owning or controlling any vehicle used for the carrying or transporting of any garbage, ashes, refuse, trash, rubbish, miscellaneous waste, or manure, shall dump, deposit, or caused to be dumped, any garbage, ashes, refuse, trash, rubbish, miscellaneous waste, or manure on the public way.

*Any person who violates this section shall be fined not less than \$600 nor more than \$2,000 for the first offense. Second or subsequent offenses may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended. In addition to the other penalties provided in this section, any person who violates this section shall be liable to the City for three times the amount of all costs and expenses incurred by the City in abating a nuisance.*

SECTION 2. Chapter 99, Section 99-33 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

99-33. No person owning or controlling any refuse vehicle shall cause or permit any such vehicle to be so loaded, to be in such defective condition, so out of repair, of such

faulty construction, or so improperly driven or managed that any garbage, ashes, miscellaneous waste, or manure with which such vehicle is loaded, shall drop or fall on any public way or other place. Such vehicle and any box, can or other receptacle carried thereon or therein, and in which any of the substances described in this section shall be carried, shall be so constructed as to be strong and practically air and water tight, so as to prevent the same from emitting any odor and so as to prevent any part of the contents or load thereof from falling, leaking, or spilling therefrom. It shall be the duty of every person in possession or control of any such vehicle to replace at once on such vehicle any part of the contents thereof which shall or may have fallen, dropped, or spilled from such vehicle, or from any box or receptacle conveyed thereon, upon any public way or other place.

*Any person who violates this section shall be fined not less than \$600 nor more than \$2,000 for the first offense. Second or subsequent offenses may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended and under the provisions of the Illinois Code of Criminal Procedure as amended, in a separate proceeding. In addition to the other penalties provided in this section, any person who violates this section shall be liable to the City for three times the amount of all costs and expenses incurred by the City in abating a nuisance.*

SECTION 3. Chapter 99, Section 99-36 of the Municipal Code of Chicago is hereby amended by deleting subsection 99-36.b, by deleting the language bracketed and by inserting the language in italics, as follows:

99-36. [a.] No person shall dump or deposit or cause to be dumped or deposited on any lot or parcel of real estate within the city any garbage, ashes, refuse, trash, miscellaneous waste, manure or other substance that may contain disease germs or *may* be scattered by the wind, or may decompose, or become filthy, noxious, or unhealthful, except at a sanitary landfill site, liquid waste handling facility or transfer station for which a permit has been properly issued pursuant to the provisions of Chapter 17 of the Municipal Code. Such dumping without a permit is hereby declared to be a nuisance. Any person violating this provision of this chapter will be fined not less than [~~\$500~~] *\$600* and not more than [~~\$1,000~~] *\$2,000* for the first offense. Second or subsequent offenses may also be punishable as a misdemeanor by incarceration in the county jail for a term not to exceed six months under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code [(Ill. Rev. Stat. 1985, Ch. 24, par. 1-2-1.1)] *as amended*, and under the provisions of the Illinois Code of Criminal Procedure [(Ill. Rev. Stat. 1985, Ch. 38, par. 100-1 et seq.)] *as amended* in a separate proceeding. *In addition to the other penalties provided in this section, any person who violates this section shall be liable to the City for three times the amount of all costs and expenses incurred by the City in abating a nuisance.*

SECTION 4. Chapter 99, Section 99-36.1 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

99-36.1. a. The owner, occupant, agent or person in possession or control of any lot or unimproved parcel of real estate ("owner") shall remove or cause to be removed therefrom any abandoned or derelict motor vehicle, garbage, debris, refuse, litter and miscellaneous waste. Unremoved material of such nature is hereby declared to be a public nuisance. Any owner or other person found in violation of this section shall be fined not less than [~~\$25~~] \$200 and not more than [~~\$500~~] \$1,000 for each offense, and each day on which such an offense shall continue shall constitute a separate and distinct offense; however, this section shall not apply to any governmental entity nor to any owner upon whose lot or parcel such material is permitted to accumulate pursuant to a properly issued license or permit in accordance with zoning provisions of this code governing special uses in General and Heavy Manufacturing Districts.

b. The owner, occupant, agent or person in possession or control of any residence or business ("owner") shall remove or cause to be removed any garbage, debris, refuse, litter and miscellaneous waste upon his property or place of business. Unremoved material of such nature is hereby declared to be a public nuisance. Any owner or other person found in violation of this section shall be fined [not less than \$100 for a first offense and for each subsequent offense, not less than \$200 and not more than \$500.] *not less than \$200 and not more than \$1,000 for each offense.* Each day on which such an offense shall continue shall constitute a separate and distinct offense.

c. Where the owner of any lot, parcel of real estate, residence, or place of business upon which a nuisance exists is or can be found, the Commissioner of Streets and Sanitation or his designee shall serve notice in writing by certified mail, return receipt requested, upon the owner requiring him to abate the nuisance within three days from the date of receipt of notice in the manner the Commissioner may prescribe. If the owner fails within three days to abate the nuisance or if the owner is unknown or cannot with due diligence be found, the Commissioner may proceed to abate the nuisance or seek to enjoin the nuisance. *If a motor vehicle is the nuisance or a part of it, the Commissioner shall serve notice in the same manner upon the last registered owner of the vehicle. If the owner of the vehicle does not remove the vehicle within three days after receipt of the notice, the Commissioner may proceed to remove and impound the vehicle.* In addition to any penalty or fine, *an amount equal to three times* the cost or expense incurred by the City in abating a nuisance may be recovered in an appropriate action instituted by the Corporation Counsel. Nothing in this section shall be construed to prevent the City of Chicago from acting without notice to abate a nuisance in an emergency where the nuisance poses an immediate threat to public health or safety, nor shall this section be construed to deny any common law right to anyone to abate a nuisance.

SECTION 5. Chapter 99, Section 99-61.7 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

99-61.7. It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage or trash in any building, structure or premises so that the same shall afford food harborage for rats, or to dump or place on any premises, land or



waterway any dead animals or waste vegetable matter of any [kind.] *kind, other than properly composted landscape waste.*

*In addition to any other fine or penalty for violation of this section, any person who violates this section shall be liable to the City for three times the amount of all costs and expenses incurred by the City in abating a nuisance caused by such violation.*

SECTION 6. Chapter 99, Section 99-61.8 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

99-61.8. It shall be unlawful for any person to accumulate or permit the accumulation on any open lot, or other premises, any lumber, boxes, barrels, bricks, stones, scrap metal, motor vehicle bodies or parts, or similar materials, rubbish, or any articles of junk, which provides rat-harborage, unless the same shall be placed on open racks that are elevated not less than eighteen inches above the ground, evenly piled or stacked.

*In addition to any other fine or penalty for violation of this section, any person who violates this section shall be liable to the City for three times the amount of all costs and expenses incurred by the City in abating a nuisance caused by such violation.*

SECTION 7. Chapter 99, Sections 99.62 through 99.67 of the Municipal Code of Chicago, wherever such sections are hereby renumbered as Sections 99-62 through 99-67, respectively. Chapter 99, Section 99-64 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

99-64. If any [part or section of said ordinance] *part, provision, phase or application of Sections 99-62 and 99-63* is found to be [in violation of this code] *invalid for any reason,* only said [part or section] *part, provision, phrase or application* will be [deleted.] *affected.*

SECTION 8. Chapter 99, Section 99-65 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

99-65. All City owned property will be [exempted] *exempted from the provisions of Sections 99-62 and 99-63.*

SECTION 9. Chapter 99, Section 99-67 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

99-67. Any person found to be in violation of *any of* the provisions of Sections 99-62 through [99-67] 99-66, inclusive, shall be fined not less than [one hundred dollars (\$100.00)] \$100 nor more than [five hundred dollars (\$500.00)] \$500 for each violation, and each day such violation continues shall constitute a separate and distinct offense.

*In addition to any other fine or penalty for violation of this section, any person who violates this section shall be liable to the City for three times the amount of all costs and expenses incurred by the City in abating a nuisance caused by such violation.*

SECTION 10. This ordinance shall be in full force and effect 30 days after its passage and publication.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 143 BY FURTHER  
REGULATING OPERATION OF JUNK YARDS.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Energy, Environmental Protection and Public Utilities, having met on Monday, July 30, 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance amending Chapter 143 of the Municipal Code to provide for greater regulation of junk yards (Introduced by Mayor Daley on March 21, 1990).

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

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 143 of the Municipal Code of Chicago is hereby amended by deleting existing Section 143-9, and by deleting the language bracketed and inserting the language in italics, as follows:

143-1. The word "junk", is hereby defined to mean and include old iron, chain, brass, copper, tin, lead, or other base metals, old rope, old bags, rags, waste paper, paper clippings, scraps of woollens, clips, bagging, rubber and glass, and empty bottles of different kinds and sizes when the number of each kind or size is less than one gross, and all articles and things discarded or no longer used as a manufactured article composed of, or consisting of, any one or more of the materials or articles herein mentioned. *"Junk" includes items and materials stored for resale with no more processing than sorting, crushing or separation from other items and materials. "Junk" does not include any item acquired or stored for processing in order to make it useful as a raw material.*

The term "junk dealer" is hereby defined to mean and include every person that shall engage in the business of buying, selling, bartering, or exchanging, or that shall collect, receive, store, or hold in possession for sale, barter, or exchange any of the things defined herein as junk, whether dealing at wholesale or at retail, or as a junk peddler.

[The term "wholesale junk dealer" is hereby defined to mean and include every person engaged in the business of buying, selling, bartering, or exchanging in large quantities, or that shall collect, receive, store, or hold in possession for sale, barter, or exchange in large quantities any of the things defined herein as junk; provided, that dealing in large quantities shall be understood to mean that the customary and usual separate transactions both of purchases and sales shall consist of the purchase or sale of car load lots, or lots of ten tons or more of metals, or lots of ten bales or more of rags, and correspondingly large lots of any other junk dealt in; and, provided, further, that purchasers of old or waste metals in large quantities shall be regarded as wholesale junk dealers unless they actually operate within the city a plant for the smelting or refining of such metals.]

[The term "retail junk dealer" is hereby defined to mean and include every person that shall engage in the business of buying, selling, bartering, or exchanging, or that shall collect, receive, store, or hold in possession for sale, barter or exchange any of the things defined herein as junk where the usual and customary purchases consist of quantities of less than the amounts customarily purchased by wholesale junk dealers as herein defined, or purchases from junk peddlers; provided, that a junk peddler as herein defined who does not occupy premises leased or purchased especially for the purpose of such business shall not be deemed a "retail junk dealer" under the terms of this chapter.]

The term "junk peddler" is hereby defined to mean every person who uses a junk wagon as defined herein and travels from place to place within the city for the purpose of purchasing junk, or makes a business of purchasing junk from any one who desires to sell it and carries it away upon purchasing it.

The term "junk store" is hereby defined to mean any store, shop, warehouse, or building where junk is bought, sold, bartered, or exchanged, either at wholesale or retail.

The term "junk yard" is hereby defined to mean any yard, place or enclosure other than a junk store as herein defined, where junk is bought, sold, bartered, or exchanged, either at wholesale or retail, or where junk is collected, received, stored, or held in possession for resale, barter, or exchange, either at wholesale or retail.

\* \* \* \* \*

143-2. No person shall operate as a junk dealer, nor engage in the business of keeping a junk store or junk yard, nor shall use a junk wagon or junk boat for the purpose of collecting, transporting or disposing of junk, without being first licensed for such purpose.

[No person licensed as a retail junk dealer shall be permitted under his retail dealers license to purchase junk from another retail junk dealer, or to purchase junk in carload lots or in large quantities as defined herein; provided, that any retail junk dealer that desires to purchase junk in such manner or such quantities may secure a separate license as a wholesale junk dealer, if the wholesale business is carried on entirely distinct from the retail business as hereinafter provided.]

A [junk peddler's license shall not authorize a junk peddler to operate as either a retail or wholesale junk dealer; provided, that a retail] junk dealer may employ such number of junk peddlers as he may obtain junk vehicle licenses for, but in such case it shall be necessary for the junk peddler to have a license as such junk peddler in addition to the license for the vehicle.

[Every person that shall engage in both a retail junk business and a wholesale junk business shall procure separate license for each, and if more than one retail junk business, for each such retail business.] A separate license shall be procured by every junk dealer for each separate junk store or junk yard located on separate premises and for

each junk wagon or junk boat used in the business. Where a junk store and a junk yard located upon the same or contiguous or adjoining premises are conducted or operated by the same person, such business shall be considered as one business and only one license shall be required [therefor, except where such person shall be engaged in both wholesale and retail junk business.] *therefor.*

143-3. An application for any *license* [of the said licenses] under this chapter shall be made in conformity with the general requirements of this code relating to application for license. In addition, the applicant shall set forth that the purpose of his business is to engage in the [retail junk business or the wholesale junk business, as the case may be] *business of a junk dealer or a junk peddler*, and that such person will observe and comply with all provisions of this code now in force or which may hereafter be passed respecting [retail junk dealers and wholesale] junk dealers *and junk peddlers*, respectively, as the case may be. *The application shall also identify the owner of the property where the business will be conducted. If title to the property is held in trust, the names and addresses of all beneficiaries and persons authorized to deal with title to the property shall be provided.*

[Every person applying for a license as a junk dealer shall state in his written application that he has not kept, conducted or operated, and that he has not been convicted of keeping, operating or conducting, a fence within one year prior to the date of such application. Every corporation making application for a license as a junk dealer shall state in its written application that it has not, nor has any of its officers, stockholders, or employees, kept, operated, or conducted or been convicted of keeping, operating, or conducting a fence during the period of one year prior to the date of such application.]

*No person shall be eligible for a junk dealer's license if he has been convicted of keeping, conducting, operating or participating in any illegal operation connected with the junk dealer business within three years prior to the date of application for the license.*

*No corporation shall be eligible for a junk dealer's license if any of its officers, directors, shareholders or employees have been convicted of keeping, conducting, operating or participating in any illegal operation connected with the junk dealer business within three years prior to the date of application for the license.*

The Division Marshal in charge of fire prevention upon notice from the Director of Revenue of the receipt of such application, shall investigate or cause to be investigated the place of business named in the application to determine whether the applicable fire prevention provisions of this code have been complied with.

\* \* \* \* \*

143-4. The annual fee for a [retail] junk dealer's license shall be \$550. [based on the square foot area of the premises used in the conduct of said business, and shall be as follows:

Not to exceed 3,200 square feet .....	\$150.00
Over 3,200 square feet and not to exceed 6,400 square feet .....	230.00
Over 6,400 square feet and not to exceed 9,600 square feet .....	300.00
Over 9,600 square feet and not to exceed 12,800 square feet .....	350.00
Over 12,800 square feet and not to exceed 16,000 square feet .....	400.00
Over 16,000 square feet .....	550.00

In computing the total square footage upon which said fee shall be based, the total ground area plus the square foot area of each floor other than the first floor, including the basement, of any building used in connection therewith, if any, shall be computed.

The annual fee for a wholesale junk dealer's license shall be five hundred and fifty dollars.]

\* \* \* \* \*

143-5. The mayor shall direct the issuance of licenses as [wholesale junk dealers, retail] junk dealers, or junk peddlers, or to operate junk wagons or junk boats to such persons as shall produce satisfactory evidence of [good character or reputable standing.] *eligibility for the license.*

143-6. Every license granted to a [retail or wholesale] junk dealer shall designate the house, store, place, building, warehouse, yard or enclosure in which the person receiving such license shall be authorized to conduct or operate such business, and such business shall not be conducted or operated in any place other than the place designated in such license.

It shall be unlawful for any person to locate, conduct, or operate any junk store or yard within four hundred feet of a church, hospital, public or parochial school, said distance to be measured by the shortest straight line between the junk shop or junk yard sought to be located, conducted, or operated and any such building used for the purposes aforementioned.

It shall be unlawful for any person to locate, conduct or operate any junk store or junk yard in any block in which two-thirds of the buildings on both sides of such street in any such block are used exclusively for residence purposes, or residence and wholesale or retail store purposes, or used exclusively for wholesale or retail store purposes, without

the written consent of a majority of the property owners according to frontage on both sides of the street; provided, that in determining whether two-thirds of the buildings on both sides of such street in any such block are used exclusively for residence purposes, or residence and wholesale or retail store purposes, or used exclusively for wholesale or retail store purposes, any building fronting upon another street and located upon the corner lot shall not be considered; and provided, further, that the word "block" as used in this section shall be held not to mean a square, but shall be held to embrace only that part of the street in question which lies between the two nearest intersecting streets on either side of the lot on which said junk store or junkyard is to be located, conducted, or operated. Such written consents of the property owners shall be filed with the [Building Commissioner.] *Zoning Administrator for inspection and verification.* If after inspection and verification of such frontage consents, the Building Commissioner and Bureau of Fire Prevention shall find that this section and the building regulations of this code have been complied with, he shall issue a permit for the location, conduct or operation of such junk store or junk yard. In all cases where this section shall apply, the permit herein provided for shall be procured before a license shall [issued; provided, however, that nothing herein contained shall apply to or be construed to apply to any junk store or junk yard now located or established.] *be issued.*

It shall be unlawful for any person to locate, conduct, or operate any junk store or junk yard upon any street in the city upon which is located a street railway or bus (either trolley or gasoline) line.

\* \* \* \* \*

*143-9. No junk dealer shall receive, purchase or acquire through barter any charred metal.*

143-10. Every premise or enclosure, except a completely enclosed building, now or hereafter used as a junk yard, shall be entirely surrounded by a solid fence eight feet in height which is so constructed as to completely obscure the area enclosed thereby and all material stored or kept within the boundaries thereof. Such fence shall be located at least eight feet from all public ways surrounding the property and none of said material shall be piled nearer than six inches to, nor higher than said fence. Where such an existing fence is erected nearer than eight feet to a public way, such fence may be permitted to remain but none of said material shall be piled nearer than eight feet to such public way nor contrary to the provision of this section. *Materials shall be stored in a safe and sanitary manner. The licensee shall install, maintain and operate overhead lighting to illuminate the outdoor portion of the licensed premises and bordering streets, alleys and sidewalks. The overhead lights shall be lighted from dusk until dawn.*

\* \* \* \* \*

143-14. No retail junk dealer nor junk peddler shall purchase any article whatsoever from any minor without the written consent of [his] *the minor's parent or guardian.* [guardian under a penalty of not less than one dollar and not more than fifty dollars for each offense.]

\* \* \* \* \*

143-16. No [retail] junk dealer or junk peddler shall receive, in the conduct of his business, any goods, articles, or thing whatsoever from any person *except between the hours of [7:00 P.M. and 6:00 A.M.] 7:00 A.M. and 9:00 P.M. on Mondays through Fridays, and between the hours of 8:00 A.M. and 6:00 P.M. on Saturdays, Sundays and holidays,* nor shall he sell, purchase or collect any junk in any public alley between the hours of 5:00 P.M. and 7:00 A.M. except as permitted in Section 193-17 of this code. *During all hours of operation the dealer or his designated agent shall be present at the junk yard or store. Every junk dealer shall file the names and addresses of all such agents with the Commissioner of Consumer Services.*

\* \* \* \* \*

143-19. The license of any person that shall have been licensed as a [retail] junk dealer or junk peddler, in case the licensee shall be convicted of keeping, maintaining, or conducting a fence, shall upon such conviction be immediately revoked, nor shall any such person be granted a license as a [retail] junk dealer or junk peddler during the period of [one year] *three years* after such conviction. No corporation of which any one of the officers, stockholders, or employees has been convicted of keeping, maintaining, or conducting a fence, shall be granted a license as a [retail] junk dealer during the period of [one year] *three years* after such conviction, unless such corporation shall produce satisfactory evidence to the mayor that such officer, stockholder, or employee has disposed of his entire interest in such corporation and has completely severed his connection with such corporation.

143-20. *The Commissioner of Consumer Services shall promulgate rules and regulations not inconsistent with the provisions of this chapter for the purpose of implementing the provisions hereof, including regulations for the security of junk yard sites, safe and sanitary storage of materials, and records of operation of junk yards. The Commissioner shall also be responsible for the enforcement of this chapter and the regulations promulgated hereunder.*

143-21. *The Commissioner of Consumer Services may from time to time inspect or cause the inspection of premises where junk is stored, purchased, sold or bartered in order*



*to determine compliance with this chapter, the rules and regulations promulgated hereunder, and other applicable laws and ordinances. The Commissioner may order any such premises to be immediately closed and secured against entry upon discovery of an immediate danger to the public health and safety caused by the presence, treatment or storage of any substance, or other activity on the premises, in violation of this chapter or the rules and regulations.*

[143-20.] 143-22. Any person who [shall violate] *violates* any of the provisions of this chapter, or any rule or regulation promulgated hereunder, or interferes with the performance of the Commissioner of Consumer Services in enforcement of this chapter or the rules and regulations, [where no other penalty is provided,] shall upon conviction be guilty of a misdemeanor and shall be fined [not less than ten dollars nor more than two hundred dollars] (\$500) for each [offense and every] offense. *Subsequent offenses within a period of 180 days shall be punishable by incarceration for not less than 7 days and not more than 180 days. All prosecutions shall be conducted under the procedure set forth in Section 1-2-1.1 of the Illinois Municipal Code, as amended. Every day on which such violation continues shall be regarded as constituting a separate offense.*

SECTION 2. The holder of a valid junk dealer's license for the year 1990 issued prior to the effective date of this ordinance shall not be liable for an additional license or additional license fee as a result of the passage of this ordinance.

SECTION 3. This ordinance shall take effect ten days after its passage and publication.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 198A BY  
ESTABLISHING ENERGY EFFICIENCY GUIDELINES  
FOR ALL NEWLY CONSTRUCTED  
PUBLIC BUILDINGS.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Energy, Environmental Protection and Public Utilities, having met on July 25, 1990, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed amended substitute resolution

amending Chapter 198A of the Municipal Code of Chicago to establish energy efficiency guidelines for all newly constructed public buildings.

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

Respectfully submitted,

(Signed) EDWIN W. EISENDRATH,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The State of Illinois created Public Building Commission on July 5, 1955 because it found that there was a need to create additional public buildings; and

WHEREAS, The City of Chicago established a Public Building Commission pursuant to State Statute on March 28, 1956 for the express purpose of creating public buildings and facilities so that government services can be conducted efficiently and economically; and

WHEREAS, Since 1956 energy costs have become an increasingly large portion of the operating budgets of public buildings; and

WHEREAS, The State of Illinois has mandated that all new construction for state-owned buildings meet the ASHRAE 90A-1980 code for energy efficiency; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago does and hereby makes the following findings:

1. Many energy efficient buildings are less expensive in the long run due to a lower present value of lifecycle costs; and

2. Using energy efficiently in public buildings can save natural resources, and contribute to lower energy costs for the entire metropolitan area by helping to lower peak demand for electricity; and

*Be It Further Resolved*, That creating energy efficient buildings is a goal of this City Council; and

*Be It Further Resolved*, That Chapter 198A of the Municipal Code is hereby amended by adding the language in italics as follows:

*Be It Further Resolved*, That the Public Building Commission adopt as minimum performance standards the most recent ASHRAE/IES standard energy efficiency guidelines for all new public buildings; and

*Be It Further Resolved*, That the taxing authorities seeking funding through Public Building Commission bonds adopt these same most recent ASHRAE/IES standard energy efficiency guidelines as minimum standards; and

*Be It Further Resolved*, That the Public Building Commission provide projected energy budgets for all new buildings to the Chicago City Council Committee on Energy, Environmental Protection and Public Utilities; and

*Be It Further Resolved*, That nothing in this resolution shall release anyone from the requirements of the Chicago Building Code.

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**COMMITTEE ON HISTORICAL LANDMARK  
PRESERVATION.**

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**DESIGNATION OF JOHN WINGERT HOUSE  
AS CHICAGO LANDMARK.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Historical Landmark Preservation, having had under consideration a communication signed by William M. McLenahan, Director of the Commission on Chicago Landmarks (referred to your committee on May 18, 1990) to designate the John Wingert House as a Chicago landmark, 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) BERNARD L. STONE,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the City of Chicago through its Commission on Chicago Landmarks has determined that the John Wingert House, located at 6231 North Canfield Avenue, in Chicago, Illinois, is worthy of designation as a Chicago Landmark; and

WHEREAS, The Commission has found that the John Wingert House meets certain criteria for landmark designation as set forth in Sections 21-66 (1), (4) and (7) of the Municipal Code of Chicago; and

WHEREAS, The John Wingert House has value as an example of the religious and cultural heritage of the earliest settlers of the City of Chicago, who immigrated to the United States and formed a community in Chicago where they would have freedom to worship and the freedom of association without official interference; and

WHEREAS, The John Wingert House has value as an example of the historic heritage of the City of Chicago as a building of exceptional rarity, having been constructed as a farm house on what was then the edge of the American frontier, and whose period of construction,

from 1854 to approximately 1870, sets it apart as one of the oldest and most intact frame buildings of the nineteenth century to survive in the City of Chicago; and

WHEREAS, The John Wingert House is exemplary of the Italianate style of architecture as it was applied to utilitarian residential buildings of the middle decades of the nineteenth century, which is conveyed by the high degree of integrity of its design overall and in detail; and

WHEREAS, The John Wingert House stands as a singular feature in the Edison Park and Norwood Park communities, a symbol of the heritage of those who built it and were the first settlers of these communities, German Protestants whose patterns of development continue to influence the physical environment of the area over one hundred years later, and, further, that this building, as the solitary survivor representative of the founding settlement, is important to the understanding of the heritage of the communities in which it stands and to the heritage of the City of Chicago as a whole; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the John Wingert House is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the John Wingert House be designated as a Chicago Landmark; now, therefore,

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

SECTION 1. The John Wingert House, located at 6231 North Canfield Avenue, Chicago, Illinois, and legally described as:

That part of the northwest quarter of Section 1, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, that is described as follows:

beginning at a point in a line drawn parallel with and 993.49 feet west of the east line of said northwest quarter section as measured parallel with the north line thereof 876.85 feet south of the north line of said northwest quarter section as measured along said parallel line; thence south parallel with the east line of said northwest quarter section 95.90 feet; thence west parallel with the north line of said northwest quarter section 441.92 feet to the center line of Canfield Avenue; thence northeasterly along the center line of Canfield Avenue 97.24 feet; thence east parallel with the north line of said northwest quarter section 429.77 feet to the point of beginning (excepting therefrom that part lying east of a line drawn at right angles to the north line of the above-described premises, from a point 157 feet, 2-1/16 inches east of the center line of Canfield Avenue)

is hereby designated, in its entirety, along with the property on which it stands, as a Chicago Landmark. The critical features identified for preservation are all exterior

elevations, roofs, internal structural systems, and other original features that may still exist.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with provisions of Section 21-65 (3) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Section 21-75 of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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Prior to the report of the Committee on Housing, Land Acquisition, Disposition and Leases, Alderman Gutierrez, President Pro Tempore, relinquished the Chair to Alderman Gabinski, Vice-Mayor.

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**COMMITTEE ON HOUSING, LAND ACQUISITION,  
DISPOSITION AND LEASES.**

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**REAPPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS OF  
SOUTHWEST HOME EQUITY COMMISSION.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 submitted by Mayor Richard M. Daley reappointing the following individuals as members of the Southwest Home Equity Commission (II) for a term expiring June 28, 1993:

Leonard J. Paluch

William J. Schaefer

Albert Rodriques

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* said communication 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 committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Leonard J. Paluch, Mr. William J. Schaefer and Mr. Albert Rodriques as members of the Southwest Home Equity Commission (II) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

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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, July 30, 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 ordinances regarding the acceptance of bids at the following locations:

3309 South Archer Avenue	1614 -- 1616 South Kedzie Avenue
2713 West Augusta Boulevard	2853 West Monroe Street
5927 South Green Street	1256 North Noble Street/1409 West Potomac Avenue
2048 West Huron Street	4715 South Princeton Avenue
2058 West Huron Street	900 North Richmond Street
723 -- 725 South Kedzie Avenue	2616 South Throop Street

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):



*3309 South Archer Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mohammed H. Subhani, 9021 Niles Center Road, Skokie, Illinois 60076, to purchase for the sum of \$9,200.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, pages 5449 and 5450 described as follows:

Lot 11 in Block 1 in McAlpins Subdivision of Blocks 14, 16 and 17, in Canal Trustee's Subdivision of the east half of Section 31, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3309 South Archer Avenue, Permanent Tax No. 17-31-217-007)

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 \$920.00 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.

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*2713 West Augusta Boulevard.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Pablo Monge, 2715 West Augusta Boulevard, Chicago, Illinois 60622, to purchase for the sum of \$5,250.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, pages 5450 and 5451 described as follows:

Lot 6 in Block 1 in Taylor and Canda's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2713 West Augusta Boulevard, Permanent Tax No. 16-01-417-006)

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 \$800.00 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.

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*5927 South Green Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Curley C. Butler, Sr., 5921 South Green Street, Chicago, Illinois 60621, to purchase for the sum of \$5,600.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, pages 5457 and 5458 described as follows:

the north half of Lot 37 and all of Lot 38 in Ely's Subdivision of Block 6 in Thomson and Holmes Subdivision of east 45 acres of north 60 acres of southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5927 South Green Street, Permanent Tax No. 20-17-407-010)

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 \$560.00 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.

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*2048 West Huron Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of David Dubin, 2636 North Dayton Street, Chicago, Illinois 60614, to purchase for the sum of \$10,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2634 and 2635 described as follows:

Lot 30 (except the north 6 feet thereof taken for alley) in subdivision of Block 2 of Block 5 in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2048 West Huron Street, Permanent Tax No. 17-07-108-028)

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 \$1,000.00 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.

*2058 West Huron Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of David Dubin, 2636 North Dayton Street, Chicago, Illinois 60614, to purchase for the sum of \$17,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 29, 1989, pages 2635 and 2636 described as follows:

Lot 26 (except the north 6 feet for alley) in subdivision of Block 2 in J. W. Cochran's Subdivision of Block 5, in the Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2058 West Huron Street, Permanent Tax No. 17-07-108-024)

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 \$1,700.00 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.

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*723 -- 725 South Kedzie Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Camille D'Andrea, 1115 South Mason Avenue, Chicago, Illinois 60644, to purchase for the sum of \$8,300.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, pages 5459 and 5460 described as follows:

Lot 28 and the south 17 feet of Lot 27 in Block 2 of George K. Schoenberger's Subdivision of the east quarter of the north 40 rods of the southeast quarter of Section 14, and the northwest quarter of the northwest quarter of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 723 -- 725 South Kedzie Avenue, Permanent Tax No. 16-13-304-006)

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 \$8,300.00 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.

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*1614 -- 1616 South Kedzie Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Anna L. Raybon, 1601 South Sawyer Avenue, Chicago, Illinois 60623, to purchase for the sum of \$7,941.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, pages 5460 and 5461 described as follows:

the south 2 inches of Lot 6 and all of Lot 7 in subdivision of Block 1 of Block 10 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1614 -- 1616 South Kedzie Avenue, Permanent Tax No. 16-23-407-015)

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 \$795.00 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.

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*2853 West Monroe Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Saint Joseph M. B. Church, 2901 West Monroe Street, Chicago, Illinois 60612, to purchase for the sum of \$2,500.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed September 9, 1987, pages 3398 and 3399 described as follows:

Lot 31 in Lowther's Subdivision of Block 2 in Lowther's Subdivision in the east half of the northwest quarter of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2853 West Monroe Street)

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 \$250.00 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.

*1256 North Noble Street/1409 West Potomac Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Jim Kruger and Constantine Kanavos, not as joint tenants but as tenants in common, 6252 North Lincoln Avenue, Chicago, Illinois 60659, to purchase for the sum of \$30,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2648 and 2649 described as follows:

Lot 1 in Block 1 in H. Meyerhoff's Subdivision of the north part of Lot 13 of Canal Trustees' Subdivision of the west half except the southeast quarter of the northwest quarter and the northeast quarter of the southwest quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1256 North Noble Street/1409 West Potomac Avenue, Permanent Tax No. 17-05-124-020)

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 \$3,000.00 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.

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*4715 South Princeton Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Charles B. Taylor, 63 East 79th Street, Chicago, Illinois 60619, to purchase for the sum of \$1,800.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, page 5465 described as follows:

Lot 12 in Block 2 in Harwood & Goodspeed's Subdivision of the north 8 acres of the northwest quarter of the northeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4715 South Princeton Avenue, Permanent Tax No. 20-90-202-011)

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 \$300.00 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.

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*900 North Richmond Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Karoline Mychajlin 902 North Richmond Street, Chicago, Illinois 60622, to purchase for the sum of \$500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, page 5466 described as follows:

Lot 15 in Block 13 in Carter's Resubdivision of Blocks 1, 2, 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, 2, 3, 4 and 7 in Clifford's Addition to Chicago in the east half of the southwest quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 900 North Richmond Street, Permanent Tax No. 16-01-314-022)



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 \$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.

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*2616 South Throop Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of ADMc Incorporated, 5712 South Whipple Street, Chicago, Illinois 60629, to purchase for the sum of \$15,001.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed October 4, 1989, page 5468 described as follows:

Lot 7 in subdivision of Lot 1 in Block 21 in Canal Trustees Subdivision of Fractional Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2616 South Throop Street, Permanent Tax No. 17-29-317-024)

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 \$1,501.00 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.

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REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTIES AND AUTHORITY GRANTED  
TO RE-ADVERTISE SAID PROPERTIES  
FOR SALE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 three ordinances regarding the rejection of bids at the following locations:

2745 West Augusta Boulevard

1701 West Erie Street

1271 -- 1273 North Wolcott Avenue

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*2745 West Augusta Boulevard.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Robert C. Meltzer, a Bachelor, 205 West Wacker Drive, Chicago, Illinois 60606, to purchase for the sum of \$8,100.00, the city-owned vacant property previously advertised pursuant to Council authority passed July 19, 1989, page 3495.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the west 20 feet of Lot 5 and the east 8 feet of Lot 6 in Block 2 in Taylor & Canda's Subdivision of the west half of the southwest quarter of the southeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2745 West Augusta Boulevard, Permanent Tax No. 16-01-416-006)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

*1701 West Erie Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of James C. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614, to purchase for the sum of \$22,600.00, the city-owned vacant property previously advertised pursuant to Council authority passed July 19, 1989, page 3498.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 49 in the subdivision of Block 15 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1701 West Erie Street, Permanent Tax No. 17-07-214-023)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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*1271 -- 1273 North Wolcott Avenue.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634, to purchase for the sum of \$31,200.00, the city-owned vacant property previously advertised pursuant to Council authority passed July 19, 1989, page 3505.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above-named bidder and any and all other bids pertaining to this parcel.

SECTION 3. The City Real Estate Section, Department of General Services is authorized to re-advertise for sale the following parcel of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 (except the east 10.8 feet thereof) in Rudolph Wehrli's west side subdivision of Lot 9 (except the north 80 feet of the south 380 feet) in the division of Lots 9 and 10 in the Assessor's Division of part of the west half of the northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1271 -- 1273 North Wolcott Avenue, Permanent Tax No. 17-06-227-050)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

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EXECUTION OF LEASE AGREEMENT WITH AQUARIO CHARTER  
SERVICE FOR SUNDRY PRIVILEGES ALONG  
CHICAGO RIVER.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 by the Department of General Services regarding the approval of a lease for Aquario Charter Service for sundry privileges along the Chicago River (Lease Number 30136), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 24.1 of the Municipal Code of Chicago places the management, control, and leasing at the Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services has submitted the lease attached hereto and made a part hereof to this body for its review and consideration; and

WHEREAS, This body has duly reviewed said lease and the recommendation of the Department of General Services; now, therefore,

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

SECTION 1. The lease between the City of Chicago and Aquario Charter Service, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

*Aquario Charter Service (Island Princess)*

*Lease Agreement.*

This agreement made this \_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Aquario Charter Service (Island Princess), a corporation organized and existing by virtue of the laws of the State of Illinois (hereinafter called "Lessee").

*Witnesseth:*

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at the Chicago River, South Bank, immediately adjacent to and west of the North Orleans Street Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This agreement shall consist of two parts:

Part I -- General Conditions; and

Part II -- Special Conditions numbered 1 to 7,

all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

*Part I -- General Conditions.*

*Article I.*

This agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Chicago River concrete docks, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Chicago River concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Chicago River concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

*Article II.*

The Lessee shall not, without prior approval of Lessor, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Chicago River dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

*Article III.*

Lessee has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.



*Article IV.*

Lessee shall not attach, affix or permit to be attached or affixed upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of the Department of General Services (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aeriels, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefore, and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

*Article V.*

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the lease or interfering with the possession of said premises. Lessor shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

*Article VI.*

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialman's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing, it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, its authorized agents and representatives, from any penalties for violation of its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the

carelessness, negligence or improper conduct of the Lessee, or any of its agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises or facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

*Article VII.*

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Department of General Services, City of Chicago (hereinafter called "Commissioner") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Commissioner and/or Asset Manager.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Commissioner. All policies and endorsements thereto shall name the City of Chicago as co-insured thereunder.

Upon approval by said Commissioner of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Asset Manager, Real Estate Office, 174 West Randolph Street, 2nd Floor Chicago, Illinois 60610 for incorporation within this agreement as attachments thereto. Lessee shall not commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

*Article VIII.*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee to continue operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation, rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

*Article IX.*

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner of General Services, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of General Services.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

*Article X.*

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

*Article XI.*

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

*Article XII.*

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

*Article XIII.*

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors

and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or anyone who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

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

*Article XIV.*

Lessee shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29 C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

*Article XV.*

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

*Article XVI.*

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of General Services of the City of Chicago, 320 North Clark Street, Room 502, Chicago, Illinois 60610, and to the Asset Manager, Department of General Services, Real Estate Division, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60610 and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Mr. Raymond Simpson  
Aquario Charter Service  
119 West 112th Street  
Chicago, Illinois 60628

*Article XVII.*

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

*Article XVIII.*

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

*Article XIX.*

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

*Article XX.*

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

*Article XXI.*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

*Part II -- Special Conditions.*

1. Premises.

A) Dock Area

Commencing approximately twenty-five (25) feet west from the State Street bridge stairs, Lessor grants to Lessee the exclusive privilege to use approximately 75 lineal feet of concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and west of the North Dearborn Street Bridge.

B) Storage Area

Lessee shall not have any storage space.

C) Parking Area

Lessee shall not have any parking space on Lower Wacker Drive.

2. Purpose.

Lessee shall use the premises to operate a sightseeing business which consists of the Island Princess vessel and for no other purpose whatsoever.

3. Term.

The term of this agreement shall begin on January 1, 1990 and terminate December 31, 1990.

4. Cancellation.

This lease and attachments can be cancelled by either party after giving ninety (90) days written notice prior to April 1, 1990.

5. Rental.

A) January 1, 1990 through December 31, 1990.

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A an annual rental rate of Eight Thousand Six Hundred Twenty-five and no/100 Dollars (\$8,625.00) at the rate of One Hundred Fifteen and no/100 Dollars (\$115.00) per lineal foot paid in the following payment schedule:

Twenty-five percent (25%) payable on April 1, 1990.

Twenty-five percent (25%) payable on June 1, 1990.

Twenty-five percent (25%) payable on August 1, 1990.

The final twenty-five (25%) payable on October 1, 1990.

#### Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1990 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1st of 1990. (Based on previous year's gross sales)
2. Balance on/or before 1st day of December, 1990.

#### Gross Sales -- Defined

Gross sales are defined to include the entire gross receipts received by Lessee of every kind and nature from sales and services made in, upon or from the premises, except the amount of all sales tax receipts and similar taxes and charges which must be accounted for by Lessee to any government or governmental agency. Notwithstanding the foregoing, Gross Sales shall not include gross receipts received by third-party contractors, sublessees, licensees and concessionaires permitted pursuant to Article II of General Conditions (collectively "Third Parties"); provided, however, that Gross Sales shall include any amounts paid by such Third Parties to Lessee for the privilege of rendering services or selling goods on the premises or subleasing or licensing a portion thereof. Additionally, Lessee shall be entitled to deduct from Gross Sales amounts paid to any Third Party which renders services or sells goods which are not provided by Lessee as part of its customary and usual business.

The following are examples to illustrate the handling of Gross Sales:



1. Lessee allows a charity event to be held in the premises at no charge. The organization sponsoring the event receives \$20,000 from the charity event. There are no Gross Sales because there are no receipts by Lessee.
  - 2) A record company pays Lessee \$5,000 for the right to hold a private party in the premises and provides its own food and beverages. Lessee receives no money from the sale of such food and beverages. Gross Sales are the \$5,000 paid by the record company for the subleasing of the premises.
  - 3) Lessee contracts with a flower concessionaire to sell flowers in the premises. Lessee pays the concessionaire \$1,000 to provide its services and Lessee receives \$3,000 from the sale of flowers. Since the sale of flowers is not part of Lessee's customary and usual business, the \$1,000 paid to the concessionaire is a cost of goods sold and may be deducted from Gross Sales. Therefore, Gross Sales are \$2,000. If flower sales proceeds were received by the concessionaire, there would be no Gross Sales, but Lessee would still be allowed to deduct from its other Gross Sales the \$1,000 as a cost of goods sold. This example (3) would also apply to a situation where Lessee engages a third party caterer to cater a special event in the premises.
  - 4) Lessee engages a Third Party to provide Lessee's customary and usual liquor sale service and pays such Third Party \$5,000 for rendering that service. The \$5,000 cannot be deducted from Gross Sales as a cost of goods sold since the service provided by the Third Party was a service rendered as part of Lessee's customary and usual business.
- B) Upon execution of this Lease Agreement, Lessee shall make a certified check payable to "City of Chicago" and mail to:

Department of General Services  
Bureau of Asset Management  
320 North Clark Street, Suite 505  
Chicago, Illinois 60610

6. Operations.

- A) Lessee, or any and all persons in its employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of

business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.

- B) Lessee shall have installed at his own expense a two-way shore communications system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and
  2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communications system to the full satisfaction of the Commissioner; and
  3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C) Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in its charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E) Lessee fully understands and agrees that by entering into this agreement it waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this agreement.
- F) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of the Department of General Services Office.
- G) The insurance required under this Lease Agreement shall include, but not be limited to, an indemnification in the penal sum of \$3,000,000 indemnifying and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operation under this lease.

- H) Lessee will provide and pay for electrical service and telephone installation.
- I) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- J) Garbage Provisions:
- 1) One dumpster only for Captain Aquario will be placed near First Lower Wacker Drive pillar in order to not interfere with public pedestrian traffic coming through the wharf area.
- Lessee shall be responsible for the following clean-up duties: Garbage will be placed inside the dumpster and dumpster lid will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. Lessee is also responsible for maintaining area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
- 3) The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of the Department of General Services.
  - 4) Lessee shall provide its own scavenger service.
- K) Lessee has the authority to install additional lighting. Additional lighting has to be approved by the Department of General Services prior to installation.
- L) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and state statute.
- M) Lessee has authority to have two (2) 18 inch x 24 foot signs on Lower Wacker Drive. Sign verbiage will state boat name and have directional arrows only. Placement of signs will be at the discretion of the Department of General Services.

- N) Lessor will provide water hook-up. Lessee will pay for all utilities including water.
- O) Lessee may remove bolts if necessary from dock wall where necessary in order for Lessee's vessel to be docked in designated area. Removal of bolts subject to approval of Bureau of Architecture. Removal of the bolts or other modifications to a dock wall may require issuance of a harbor permit. If permit is necessary all costs for permits shall be the responsibility of the Lessee. All modifications including water and electric hook-up will revert to Lessor at term of lease.
- P) Lessee acknowledges that Lessor with thirty (30) days prior written notice can terminate this lease anytime after September 1, 1990 for the purpose of docking the Jamanda Illinois, Ltd., vessel at the demised premises. At the end of thirty (30) days notice Lessee will vacate his vessel from demised premises including all gang planks and appurtenances that were used to operate Lessee's vessel.

7. Records.

Lessee shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location with the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, The parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

Approved As To Form And Legality:

(Signed) Lori S. Weissman  
Assistant Corporation Counsel

\_\_\_\_\_  
Asset Manager

\_\_\_\_\_  
Commissioner of General  
Services

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Aquario Charter Service

\_\_\_\_\_  
**EXECUTION OF LEASE AGREEMENT AT 20 NORTH CLARK  
STREET FOR DEPARTMENT OF AVIATION.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the approval of a lease at 20 North Clark Street for the Department of Aviation (Lease Number 14058),

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Hiro Real Estate Company, as Lessor, for approximately 11,525 square feet of office space located on the 30th floor and approximately 5,960 square feet located on the 24th floor (2400) for a total of approximately 17,485 square feet located at 20 North Clark Street for use by the Department of Aviation, as Lessee, such lease to be approved by the Commissioner of Aviation and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 19438 of this Journal.]

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

Rider attached to this ordinance reads as follows:

*Rider.*

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations. Lessee shall serve any notice of Lessor to Collins, Tuttle and Company, Incorporated, 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Thirty-two Thousand Ninety-two and 45/100 Dollars (\$32,092.45) per month for the period beginning on the 1st day of July, 1990 and ending on the 30th day of June, 1991;

Thirty-two Thousand Three Hundred Ninety and 45/100 Dollars (\$32,390.45) per month for the period beginning on the 1st day of July, 1991 and ending on the 30th day of June, 1992;

Thirty-four Thousand Three Hundred Thirty-one and 69/100 Dollars (\$34,331.69) per month for the period beginning on the 1st day of July, 1992 and ending on the 30th day of June, 1993;

Thirty-four Thousand Six Hundred Fifty-nine and 49/100 Dollars (\$34,659.49) per month for the period beginning on the 1st day of July, 1993 and ending on the 30th day of June, 1994.

Rent is payable in advance on the 1st day of each month by the Office of the Comptroller to Collins, Tuttle and Company, Incorporated, 20 North Clark Street, Suite 1100, Chicago, Illinois 60602.

## Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Install new smoke gray (08 -- 20 oz.) carpeting on the thirtieth floor.

Provide and pay for heat; maintain plant and equipment in good operable condition for comfortable occupancy of the demised premises.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for window washing of all windows in the demised premises, both inside and out weather permitting, at least once every other month.

Provide and pay for painting or washing of interior walls as frequently as necessary to maintain a neat appearance as determined by the Lessor.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for automatic elevator service at times in common with other tenants.

Provide and pay for exterminator service whenever necessary.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this



lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services five (5) days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to repair any damages to the building caused by the negligence of the Lessee, and the Lessee shall thereupon pay to the Lessor the total cost of such repairs and damages to the building upon the Lessor providing the Lessee with itemized bills for the cost of such repairs and damages.

Provide and pay for 24-hour security service.

Have the right at all time or times to either voluntarily or pursuant to governmental requirement, at its own expense make repairs, alterations or improvements in or to the building or any part thereof, including the premises and during operation, may close entrance doors, corridors, elevators and other facilities and may have access to and open the ceilings, all without any liability to the Lessee by reason of interference, inconvenience or annoyance. If such work should materially reduce the area rented by Lessee, the rent paid by Lessee, shall be proportionately reduced. Such work shall be done in such a manner as to cause the least possible interference, inconvenience and annoyance to Lessee.

Have the right to assign its interest in this lease or any part thereof in the exercise of its sole discretion and, upon the written request of Lessor, Lessee shall acknowledge and consent to any such assignment in writing. Additionally, upon the written request of Lessor, Lessee shall provide any information or certification of the status of this lease reasonably requested by Lessor and Lessee shall execute any memoranda, certificate, attornment or other document in recordable form or otherwise as required by Lessor or to undertake any action reasonably requested by Lessor to evidence the existence of this lease or to effectuate any such assignment of Lessor's interest herein.

Lessee under this lease shall:

Pay for electricity as metered for all normal office uses (excluding air conditioning) within demised premises.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successor or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

In the event the Lessor fails to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance of service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Lessor and Lessee agree that City of Chicago Lease No. 14059, dated May 3, 1989, between Hiro Real Estate as Lessor and the City of Chicago as Lessee for 5,960 rental square feet on the 24th floor in the building at 20 North Clark Street in Chicago, Illinois, is hereby cancelled as of the date of execution.

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RENEWAL OF LEASE AGREEMENT AT 6110 WEST IRVING PARK  
ROAD FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 by the Department of General Services regarding the approval of a lease at 6110 West Irving Park Road for the Chicago Public Library (Lease Number 14108), 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 19439)

LEASE--Short Form Lease No. 14058

Form C. O. No. 1B

City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between Hiro Real Estate \_\_\_\_\_, 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 11,525 square feet of office space on the 30th floor and approximately 5,960 square feet on the 24th floor (Suite 2400) for a total of approximately 17,485 rentable square feet, for use by the Department of Aviation.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 1990, and ending on the 30th day of June A. D. 1994. Lessee has the right to terminate this lease upon ninety (90) days prior written notice.

and the right to renew this lease for a further period of \_\_\_\_\_ 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 to do so.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Collins Tuttle & Co, Inc., 20 N. Clark St., Suite 1100, Chgo, IL 60602 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of \_\_\_\_\_ Dollars per month. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: \_\_\_\_\_ Assistant Corporation Counsel. Asset Manager \_\_\_\_\_ Real Estate

Commissioner of Aviation

Hiro Real Estate \_\_\_\_\_ CITY OF CHICAGO By \_\_\_\_\_ Commissioner of General Services

(Continued from page 19437)

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from 6110 Irving Park Road Partnership, as Lessor, for approximately 1,260 square feet of office space located at 6110 West Irving Park Road, for use by the Chicago Public Library, as Lessee; such lease to be approved by the Commissioner of Chicago Public Library and the President of 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 19444  
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: Alexander Berger, 6210 North Monticello Avenue, Chicago, Illinois 60659.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Nine Hundred and no/100 Dollars (\$900.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Nine Hundred Fifty and no/100 Dollars (\$950.00) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

One Thousand and no/100 Dollars (\$1,000.00) 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 1st day of each month by the Office of the City Comptroller to 6110 Irving Park Road Partnership, c/o Mr. Alexander Berger, 6210 North Monticello Avenue, Chicago, Illinois 60659.

## Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Replace stained and/or defective ceiling tiles.

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 except for damage caused by acts of vandalism from Lessee or any of its agents and clients.

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. Maintain plant equipment in good operable condition except for damage caused by acts of vandalism from Lessee or any of its agents or clients.

Provide and pay for domestic water and maintain plumbing in good operable condition.

Provide, pay 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, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay for 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 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 reasonable action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- R-5 Cancellation Option. Lessor and Lessee reserve the right to terminate this lease within one hundred eighty (180) 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.



LEASE--Short Form

Form C. O. No. 1B

City of Chicago

**This Agreement,** Made this..... day of.....

A. D. 19 .. between 6110 Irving Park Road, 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 1,260 square feet of office space located at 6110 West Irving Park Road (Austin/Irving 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 January A. D. 1990, and ending on the 31st day of December A. D. 1992. Lessee has the right to terminate this lease upon one hundred eighty (180) days prior written notice anytime after execution of lease.

~~on the same terms and rental, by giving to the Lessor 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 at 6110 Irving Park Road Partnership, c/o Mr. Alexander Berger, 6210 N. Monticello, Chgo, IL 60659 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 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.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Asset Manager  
Assistant Corporation Counsel  
Real Estate

Alexander Berger for 6110 Irving Park Road Partnership

Commissioner of Chicago Public Library

By Commissioner of General Services

President of Chicago Public Library

RENEWAL OF LEASE AGREEMENT AT 2825 WEST 55TH STREET  
FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 renewal of a lease at 2825 West 55th Street for the Chicago Public Library (Lease Number 14105), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease renewal from Luis Barbosa, Margarita Barbosa, Salvador Valdovinos and Filiberta Valdovinos, as tenants in common, as Lessor, for approximately 4,500 square feet of office space located on the ground floor at 2825 West 55th Street for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 19451  
of this Journal.]

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

Rider attached to this ordinance reads as follows:

*Rider.*

#### Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

#### Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Six Hundred Eighty-three and no/100 Dollars (\$683.00) per month for the period beginning on the 1st day of May, 1989 and ending on the 30th day of April, 1990;

Seven Hundred Twenty-four and no/100 Dollars (\$724.00) per month for the period beginning on the 1st day of May, 1990 and ending on the 30th day of April, 1991.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Luis Barbosa, 6634 South Richmond Street, Chicago, Illinois 60629.

**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, as well as 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 for domestic water and maintain plumbing in good operable condition.

Provide and maintain at all times public liability insurance in the amounts of \$1,000,000 combined single limit with the city to receive a certificate of insurance and naming the City of Chicago 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, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay for 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 or 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 hinderance 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 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 reasonable action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

R-5 Cancellation Option. Lessor and Lessee reserves the right to terminate this lease with thirty (30) days prior written notice anytime after July 25, 1990.

It is further agreed that in the event the Lessee is served notice of termination and does not vacate after the termination period the rent due for any period the Lessee remains on the premises shall be double the amount specified in the lease.

Furthermore collection of rents after the termination date shall not preclude the Lessor from filing a forcible entry and detainer suit (eviction suit) and proceeding to eviction if necessary.

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 Lessor or Lessee, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one 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 though 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.

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RENEWAL OF LEASE AGREEMENT AT 1934 EAST 79TH STREET  
FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 by the Department of General Services regarding the renewal of a lease at 1934 East 79th Street for the Chicago Public Library (Lease Number 14098), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

(Continued on page 19452)

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between Luis Barbosa, Margarita Barbosa, Salvador Valdovinos and Filiberta Valdovinos, as tenant in common \_\_\_\_\_, as Lessors, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor 's do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,500 square feet of office space located on the ground floor at 2825 West 55th Street for use by the Chicago Public Library (Gage Park Branch).

To have and to hold said premises unto the Lessee for a term beginning on the \_\_\_\_\_ 1st day of \_\_\_\_\_ May A. D. 19 89, and ending on the \_\_\_\_\_ 30th day of \_\_\_\_\_ April A. D. 19 91. Lessee has the right to terminate this lease. For Cancellation Provisions See Rider Attached Hereto and Made a Part Hereof.

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 Luis Barbosa 6634 S. Richmond, Chicago, IL 60629 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and made a Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of \_\_\_\_\_ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the \_\_\_\_\_ Lessor'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 to 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. \_\_\_\_\_ Asset Manager \_\_\_\_\_ Commissioner of Chicago Public Library \_\_\_\_\_ President of Chicago Public Library

Margarita Barbosa \_\_\_\_\_ Luis Barbosa \_\_\_\_\_ Filiberta Valdovinos \_\_\_\_\_ Salvador Valdovinos \_\_\_\_\_ Commissioner of General Services



(Continued from page 19450)

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago a lease renewal from Phillip Albert and Bobbie Albert, as joint tenants, as Lessor, for approximately 3,894 square feet of office space located at 1934 East 79th Street for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 19458  
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.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor at the premises and in addition, to Phillip Albert and Bobbie Albert, 8011 South Constance Avenue, Chicago, Illinois 60617, or at such other place as the Lessor from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

#### Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Four Hundred Thirty-eight and no/100 Dollars (\$1,438.00) per month for the period beginning on the 1st day of October, 1989 and ending on the 30th day of September, 1990;

One Thousand Five Hundred Seven and no/100 Dollars (\$1,507.00) per month for the period beginning on the 1st day of October, 1990 and ending on the 30th day of September, 1991;

One Thousand Five Hundred Eighty-two and no/100 Dollars (\$1,582.00) per month for the period beginning on the 1st day of October, 1991 and ending on the 30th day of September, 1992;

One Thousand Six Hundred Twenty-five and no/100 Dollars (\$1,625.00) per month for the period beginning on the 1st day of October, 1992 and ending on the 30th day of September, 1993;

One Thousand Six Hundred Seventy-seven and no/100 Dollars (\$1,677.00) per month for the period beginning on the 1st day of October, 1993 and ending on the 30th day of September, 1994.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Phillip Albert and Bobbie Albert, 8011 South Constance Avenue, Chicago, Illinois 60617.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Repair roof where necessary.

Repair damaged plaster on ceiling and spot paint.

Remove graffitti from west wall once every twelve (12) months during term of lease.

Provide for domestic water and maintain plumbing in good operable condition.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit with the City 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, et cetera, but shall refer strictly to service for the maintenance of the physical plant. Excluding H.V.A.C. System in demised premises.

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 required by applicable law, the cost thereof to Lessor not to exceed in aggregate Five Hundred and no/100 Dollars (\$500.00); any expenditure in excess thereof shall be borne by Lessee.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Have option to put up mural on west wall of demised premises.

Lessee under this lease shall:

Provide and pay for heat daily whenever heat shall be necessary at the discretion of Lessee. Maintain plant and equipment in good operable condition, which were installed by Lessee.

Provide, pay for and maintain fire extinguishers for demised premises.

Provide for air conditioning daily whenever air conditioning shall be required at the discretion of Lessee. Maintain plant and equipment in good operable condition which were installed by Lessee.

Pay for water.

Pay for electricity as metered within demised premises, including electricity for air conditioning.

Provide decorating when necessary with Lessors approval, approval not to be unreasonably withheld.

Replace any broken plate glass on first floor of said demised premises during the 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, excluding H.V.A.C. Systems, as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- R-2 Use of Premises. Lessee shall use and occupy the premises for the use of a library and for no other use or purpose.

- R-3 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-4 of this lease.
- R-4 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessor, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for setoff or abatement of rent and for 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 reasonable limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable action or preventive measures deemed necessary by Lessor for the safety of the tenants or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.
- R-5 Cancellation Option. Lessee reserve the right to terminate this lease with one hundred eighty (180) days prior written notice anytime after twenty-four (24) months from execution of lease.
- R-6 Miscellaneous.
- A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

- B. 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.
- D. At termination of lease, at Lessee's option H.V.A.C. System will remain property of Lessee. If the H.V.A.C. System is removed from premises any damage to premises will be repaired at time of removal by Lessee, in addition Lessee has option to leave H.V.A.C. on premises.

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EXTENSION OF LEASE AGREEMENT AT 911 NORTH HUDSON  
AVENUE FOR DEPARTMENT OF HEALTH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 by the Department of General Services regarding the extension of a lease at 911 North Hudson Avenue for the Department of Health (Lease Number 10026), 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 19459)

This Agreement, Made this..... day of.....

A. D. 19... between Phillip Albert and Bobbie Albert as Joint Tenants... 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: the entire building which consists of approximately 3,894 square feet of office space located at 1934 East 79th Street for use by the Chicago Public Library (Southeast Branch).

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 1989, and ending on the 30th day of September A. D. 1994. Lessee has the right to terminate this lease upon one hundred eighty (180) days prior written notice after twenty-four (24) months from execution of lease, and the right to renew this lease for a further period of

on the same terms and rental, by giving to the Lessor, 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 at Phillip & Bobbie Albert, 8011 S. Constance, Chgo, IL 60617 or at such other place as the Lessor from time to time in writing may appoint and in accordance with the Notification Provisions of the 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 Lessee.

Lessor's during the entire term of this lease shall keep in a condition of thorough repair and good order, at own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor's, and upon the termination of this lease shall surrender said premises to the Lessor's in as good condition as at the beginning of the term of this lease, 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. Subject to Lessors approval, approval not to be unreasonably withheld.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor's may rebuild said premises within 120 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 120 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, Commissioner of Chicago Public Library, President of Chicago Public Library

Phillip Albert, Bobbie Albert, By Commissioner of General Services

(Continued from page 19457)

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago an extension of lease from the Chicago Housing Authority, as Lessor, for approximately 2,574 square feet of office space located at 911 North Hudson Avenue, Cabrini Homes, in apartments 101 and 102, for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Extension of Lease Agreement immediately follows Section 2  
of this ordinance.]

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

Extension of Lease Agreement attached to this ordinance reads as follows:

*Extension Of Lease.*

WHEREAS, The Chicago Housing Authority and the City of Chicago, Department of Health, have heretofore entered into the following lease:

911 North Hudson Avenue, Apartments 101 and 102  
Cabrini-Green Homes  
(approximately 2,574 square feet)

; and



WHEREAS, The parties hereto have agreed to extend the term of said lease as hereinafter provided;

Now, Therefore, It is hereby agreed by the parties hereto that the above- described lease is extended to June 30, 1992, all other provisions of said lease to remain in full force and effect.

In Witness Whereof, The parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Chicago Housing Authority

Approved As To Form And Legality  
(except as to property description  
and execution)

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner of Health

By: \_\_\_\_\_  
Asset Manager

By: \_\_\_\_\_  
Commissioner of General  
Services

\_\_\_\_\_  
**EXTENSION OF LEASE AGREEMENT AT 984 NORTH HUDSON  
AVENUE FOR DEPARTMENT OF HEALTH.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 by the Department of General Services regarding the extension of a lease at 984 North Hudson Avenue for the Department of Health (Lease Number 10025), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago an extension of lease from the Chicago Housing Authority, as Lessor, for the entire building excluding the basement for approximately 3,040 square feet of office space located at 984 North Hudson Avenue, Cabrini Homes, for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Extension of Lease Agreement immediately follows Section 2 of this ordinance.]

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

Extension of Lease Agreement attached to this ordinance reads as follows:

*Extension Of Lease.*

WHEREAS, The Chicago Housing Authority and the City of Chicago, Department of Health, have heretofore entered into the following lease:

the entire building with the exception of the basement located at 984 North Hudson Avenue, Cabrini-Green Homes (approximately 3,040 square feet)

; and

WHEREAS, The parties hereto have agreed to extend the term of said lease as hereinafter provided;

Now, Therefore, It is hereby agreed by the parties hereto that the above- described lease is extended to June 30, 1992, all other provisions of said lease to remain in full force and effect.

In Witness Whereof, The parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Chicago Housing Authority

Approved As To Form And Legality  
(except as to property description  
and execution)

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner of Health

By: \_\_\_\_\_  
Asset Manager

By: \_\_\_\_\_  
Commissioner of General  
Services

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EXTENSION OF LEASE AGREEMENT AT 37 WEST 47TH  
STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 by the Department of General Services regarding the extension of a lease at 37 West 47th Street for the Department of Health (Lease Number 10022), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago an extension of lease from the Chicago Housing Authority, as Lessor, for approximately 4,285 square feet of space on the first floor in the east wing of the Community Building at the Robert Taylor Homes located at 37 West 47th Street for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Extension of Lease Agreement immediately follows Section 2  
of this ordinance.]

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

Extension of Lease Agreement attached to this ordinance reads as follows:

*Extension Of Lease.*

Whereas, The Chicago Housing Authority and the City of Chicago, Department of Health, have heretofore entered into the following lease:

A portion of the first floor in the Community Building at Robert Taylor Homes, East Wing, 37 West 47th Street (approximately 4,285 square feet)

; and

Whereas, The parties hereto have agreed to extend the term of said lease as hereinafter provided;

Now, Therefore, It is hereby agreed by the parties hereto that the above- described lease is extended to June 30, 1992, all other provisions of said lease to remain in full force and effect.

In Witness Whereof, The parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Chicago Housing Authority

Approved As To Form And Legality  
(except as to property description  
and execution)

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Commissioner of Health

By: \_\_\_\_\_  
Asset Manager

By: \_\_\_\_\_  
Commissioner of General  
Services

\_\_\_\_\_  
**RENEWAL OF LEASE AGREEMENT AT 2001 SOUTH  
MICHIGAN AVENUE FOR DEPARTMENT OF  
POLICE/BEAT REPRESENTATIVE  
PROGRAM.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 renewal of a lease at 2001 South Michigan Avenue for the Department of Police (Lease Number 12004), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago a renewal of lease from Michigan Avenue Associates, as beneficiaries of American National Bank and Trust Company Trust, Trust No. 25456, dated September 8, 1967, for approximately 3,275 square feet on the first floor for use as office space for use by the Department of Police/Beat Representative Program, as Lessee, in the building located at 2001 South Michigan Avenue; 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 19470  
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 Provision.

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. Lessee shall serve any notice to Lessor to The Habitat Company, 405 North Wabash Avenue, Chicago, Illinois 60611.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand One Hundred Seventy-four and 50/100 Dollars (\$2,174.50) per month for the period beginning on the 1st day of June, 1990 and ending on the 31st day of May, 1991;

Two Thousand Two Hundred Eighty-three and 22/100 Dollars (\$2,283.22) per month for the period beginning on the 1st day of June, 1991 and ending on the 31st day of May, 1992;

Two Thousand Three Hundred Ninety-seven and 38/100 Dollars (\$2,397.38) per month for the period beginning on the 1st day of June, 1992 and ending on the 31st day of May, 1993.



Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to The Habitat Company, 405 North Wabash Avenue, Chicago, Illinois 60611.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete the following renovations prior to October 1, 1990:

Paint each office.

Replace carpet in reception area and Commander's office.

Provide parking for thirty (30) automobiles.

Provide and pay for heat whenever required for comfortable occupancy; maintain plants and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide six (6) window air conditioning units and maintain same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for electricity as metered.

Provide and pay for prompt removal of snow and ice from parking lots and sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Maintain interior and exterior of building, including all mechanical components.

Pay all real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additional 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.

Lessee under this lease shall:

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence or Lessor.

Provide and pay for window washing.

Provide and pay for light bulb replacement.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of 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.

LEASE--Short Form Lease No. 12004

Form C. O. No. 1B

City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between Michigan Avenue Associates, as Beneficiaries of American National Bank & Trust Co., Trust No. 25456, dated September 8, 1967, 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 3,275 square feet of office space on the first (1st) floor at 2001 South Michigan Avenue, 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 June A. D. 1990, and ending on the 31st day of May A. D. 1993. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at The Habitat Co., 405 N. Wabash, Chicago, Illinois 60611 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel, Asset Manager, Real Estate Agent.

By: Michigan Avenue Associates, American National Bank & Trust, As Trustee, Trust No. 25456, dated September 8, 1967.

Approved: Superintendent, Department of Police

By: Commissioner of General Services

RENEWAL OF LEASE AGREEMENT AT 1718 WEST 95TH  
STREET FOR DEPARTMENT OF POLICE/BEAT  
REPRESENTATIVE PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 renewal of a lease at 1718 West 95th Street for the Department of Police (Lease Number 12009), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a renewal of lease from Dr. Alfred T. Bean, as sole beneficiary under First National Bank of Evergreen Park, Trust No. 10553, dated February 6, 1989, as Lessor, for approximately 1,086 square feet of office space located at 1718 West 95th 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 19476 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 for said premises during the continuance of this lease at the rate of:

Five Hundred Eighty-eight and no/100 Dollars (\$588.00) per month for a period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Six Hundred Fifteen and no/100 Dollars (\$615.00) per month for a period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Dr. Alfred T. Bean, 1720 West 95th Street, Chicago, Illinois 60643.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete the following renovations prior to December 1, 1990:

Paint entire office space.

Repair all electrical outlets.

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 central air conditioning unit, replace unit when necessary.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Interior maintenance shall include maintenance of the heating and air conditioning systems and all major electrical and plumbing maintenance. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, et cetera, but shall refer strictly to service for the maintenance of the physical plant.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and maintain at all times public liability insurance of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City of Chicago 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 Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Install smoke detectors in front office.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for air conditioning.

Provide and pay for prompt removal of snow and ice from sidewalk which immediately abut the demised premises.

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 furnace filter replacements for the air conditioner when and if it is required. This does not include replacement of air conditioning unit.

Lessor will not be responsible for lost or stolen smoke detectors.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Use premises for office space and not for any other purpose whatsoever, including an overnight shelter.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of 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.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver or subsequent breach by the Lessor of any right created thereby.

Lessor can cancel this lease with sixty (60) days prior written notice twelve (12) months from execution of lease. This cancellation clause can only be exercised by the

Lessor if he is requesting Lessee to relocate to 1716 West 95th Street. Also, relocation will be at the expense of the Lessee.

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ACCEPTANCE OF BID FOR PURCHASE OF BOARD OF EDUCATION  
PROPERTY AT 933 -- 941 SOUTH PARK TERRACE.  
(DEARBORN PARK TOWNHOMES)

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 submitted by the Chicago Board of Education accepting the bid for sale of the Dearborn Park Townhomes located at 933 -- 941 South Park Terrace, 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:

(Continued on page 19477)



LEASE--Short Form Lease No. 12009

Form C. O. No. 1B

This Agreement,

Made this..... day of.....

A. D. 19... between Dr. Alfred T. Bean, As Sole Beneficiary under First National Bank of Evergreen Park, Trust#10553, Dated February 6, 1989, 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 1,086 square feet of ground floor office space located at 1718 West 95th 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. 1991. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor at the address cited herein; termination of lease will be implemented the first day of the month of cancellation.

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 Dr. Alfred T. Bean, 1720 W. 95th St., Chicago, IL 60643 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made A Part Hereof.

For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at LESSOR'S own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Assistant Corporation Counsel Real Estate

By: Dr. Alfred T. Bean, As Sole Beneficiary under Trust#10553

By: First National Bank of Evergreen Park, Trust#10553, Dated February 6, 1989

Approved: Superintendent, Department of Police

By: Commissioner of General Services

(Continued from page 19475)

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council Committee on Housing, Land Acquisition, Disposition and Leases of the City of Chicago to sell the real estate hereinafter described in the manner provided by statute; and

WHEREAS, Pursuant to Illinois Revised Statute, Chapter 122, paragraph 34-21, subsection (b)(1), by a vote of not less than two-thirds of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and

WHEREAS, Said real estate was advertised for sale and bids received; and

WHEREAS, The bids were opened and read at the Office of the Secretary for the Board of Education of the City of Chicago on the first Tuesday after the closing bid date; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than two-thirds of its full membership, recommended to the City Council that the bid from Ronald Golde, 13 -- 173 Merchandise Mart, Chicago, Illinois 60654 and Richard B. Nelson and Louis J. Prus, 4101 West North Avenue, Chicago, Illinois 60639, in the amount of \$515,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Ripley Mead, Jr.	
March 23, 1990	
Market Value	\$461,000
Appraisal Associates, Inc.	
March 15, 1990	
Market Value	\$436,500

now, therefore,

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

**SECTION 1.** That the City of Chicago hereby accepts the bid from Ronald Golde, Richard B. Nelson and Louis J. Prus to purchase the vacant townhomes described as follows, to wit:

five two-story townhouse condominiums in Dearborn Park -- Units 501, 502, 503, 504 and 505, having a total building area of 7,186 square feet, and more particularly described as:

Lot 2 in Block 3 and all of Blocks 4 and 5 in Dearborn Park Unit Number 1 being a resubdivision of sundry lots and vacated streets and alleys in and adjoining Blocks 127 to 134 both inclusive in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which property is no longer necessary for the use by the Board of Education of the City of Chicago and/or the City of Chicago.

**SECTION 2.** That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in Trust For The Use of Schools in and to said school property and to deliver said deed to the Bureau of Real Estate Management of the Board of Education of the City of Chicago.

**SECTION 3.** That the Bureau of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchasers or their nominee upon receipt of the purchase price.

**SECTION 4.** That this ordinance shall be in effect from and after its passage.

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**SALE OF CITY-OWNED VACANT PROPERTY AT 972 WEST  
CULLERTON STREET TO PILSEN NEIGHBORHOOD  
COMMUNITY COUNCIL.**

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 to accept for sale city-owned property at 972 West Cullerton Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") holds title to the vacant parcel of land commonly known as 972 West Cullerton; and

WHEREAS, The Pilsen Neighborhood Community Council, an Illinois not-for-profit corporation, has proposed to acquire said parcel from the City for the construction of a model home in connection with an affordable housing initiative; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The development of affordable housing within the City of Chicago pertains to the local government and affairs of the City.

SECTION 2. The sale of the vacant parcel of real property described as follows to Pilsen Neighborhood Community Council, an Illinois not-for-profit corporation, 2007 South Blue Island Avenue, Chicago, Illinois for \$1.00 is hereby approved:

Legal Description

Lot 28 in the subdivision of Block 13 of Walsh and McMullen's Subdivision of the south three-fourths of the southeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 3. The deed shall provide that failure to use the above property for the purposes of constructing a model single-family residence for sale in an amount not to exceed \$85,000 shall permit the City to re-enter and re-take possession of the property.

SECTION 4. The Mayor or his proxy is authorized to execute a quitclaim deed conveying title to the above property to Pilsen Neighbors Community Council, an Illinois not-for-profit corporation and the Clerk is authorized to attest said deed.

SECTION 5. This ordinance shall take effect immediately upon its passage.

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SALE OF VARIOUS CITY-OWNED PROPERTIES TO THE  
HABITAT COMPANY, AS RECEIVER, UNDER  
CHICAGO HOUSING AUTHORITY  
SCATTERED SITE HOUSING  
PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 submitted by the Department of General Services to accept for sale city-owned properties to The Habitat Company which has been appointed the receiver under the C.H.A. Scattered Site Housing Program for \$1.00, having attached thereto a second amendment by Alderman Shiller directing the Department of Planning at its next regular scheduled meeting to include properties in the 46th Ward on its agenda, 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 unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Habitat Company ("Habitat") has been appointed by the United States District Court for the Northern District of Illinois as Receiver for the Chicago Housing Authority Scattered Site Program to build housing for low and moderate income persons; and

WHEREAS, Habitat has proposed to construct housing pursuant to the above program on various vacant parcels of land owned by the City of Chicago listed on Exhibit A attached hereto; and

WHEREAS, The City of Chicago ("City") is a home rule unit of government pursuant to the Illinois Constitution of 1970 and, as such, has the power to perform any function pertaining to its local government and affairs; now, therefore,

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

SECTION 1. The sale of vacant city-owned properties for the express purpose of constructing housing pursuant to the Chicago Housing Authority Scattered Site Program pertains to the local government and affairs of the City.

SECTION 2. Any prior ordinance notwithstanding, the conveyance of those parcels listed on Exhibit A, which is attached hereto and incorporated into this ordinance by this reference, to the Chicago Housing Authority in care of The Habitat Company, as Receiver, for \$1.00 per parcel is hereby approved.

SECTION 3. The Mayor or his proxy is authorized to execute and the City Clerk is authorized to attest quitclaim deeds conveying the parcels upon the terms and conditions stated herein. Each deed shall be subject to the approval of the Corporation Counsel and it shall provide that in the event that the property is not developed in conjunction with the above-mentioned program within the time restrictions stated therein, the City shall have the right to re-enter and re- take possession of the property.

SECTION 4. This ordinance shall take effect immediately upon its passage.

[Exhibit "A" attached to this ordinance printed on pages 19483 through 19485 of this Journal.]

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RATIFICATION OF CONVEYANCES AND LOAN AGREEMENTS  
EXECUTED BY DEPARTMENT OF HOUSING UNDER  
LOCAL URBAN HOMESTEADING PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 Housing regarding an ordinance which ratifies the conveyances and loan agreements made by the Department of Housing under the City's Local Urban Homesteading Program, 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 19486)

Exhibit "A".  
(Page 1 of 3)

DP	ADDRESS	VOL	PIN	M	WD	H	ZO	RE	NO/PARC
FL 3555-	3555 W LEXINGTON ST	561	16-14-408-002	N	24	N	R4	00005	1450
FL 3551-	3551 W LEXINGTON ST	561	16-14-408-003	N	24	N	R4	00005	9370
FL 3347-	3347 W LEXINGTON ST	561	16-14-410-002	N	24	N	R4	00002	5160
FL 3323-	3323 W LEXINGTON ST	561	16-14-410-010	N	24	N	R4	00002	4670
FL 3245-	3245 W LEXINGTON ST	561	16-14-411-005	N	24	N	R4	00002	6580
FL 3223-	3223 W LEXINGTON ST	561	16-14-411-013	N	24	N	R4	00008	4160
FL 3526-	3528 W GRENSHAW ST	561	16-14-422-019	N	24	N	R4	00005	4560
FL 3518-	3520 W GRENSHAW ST	561	16-14-422-021	N	24	N	R4	00005	4410
FL 3436-	3438 W GRENSHAW ST	561	16-14-423-011	N	24	N	R4	00002	9660
FL 3543-	3543 W GRENSHAW ST	561	16-14-426-006	N	24	N	R4	00003	5260
FL 3445-	3445 W GRENSHAW ST	561	16-14-427-005	N	24	N	R4	00001	7850
FL 3945-	3945 W 14 ST	569	16-23-114-006	N	24	N	R4	00002	5390
FL 1454-	1454 S HARDING AV	569	16-23-114-040	N	24	N	R4	00006	3790
FL 1405-	1411 S HARDING AV	569	16-23-115-001	N	24	N	R4	00005	9010
FL 3912-	3918 W 15 ST	569	16-23-115-024	N	24	N	R4	00006	0259
FL 1450-	1450 S SPRINGFIELD AV	569	16-23-115-039	N	24	N	R4	00002	1770
FL 3833-	3835 W 14 ST	569	16-23-116-008	N	24	N	R4	00005	9910
FL 1415-	1417 S SPRINGFIELD AV	569	16-23-116-009	N	24	N	R4	00005	7590
FL 1445-	1447 S SPRINGFIELD AV	569	16-23-116-019	N	24	N	R4	00001	6700
FL 1414-	1414 S AVERS AV	569	16-23-116-023	N	24	N	R4	00001	8630
FL 1445-	1445 S AVERS AV	569	16-23-117-016	N	24	N	R4	00001	4780
FL 1402-	1402 S HAMLIN AV	569	16-23-117-021	N	24	N	R4	00001	12340
FL 1536-	1536 S HARDING AV	569	16-23-122-031	N	24	N	R4	00008	4100
FL 1516-	1516 S SPRINGFIELD AV	569	16-23-123-023	N	24	N	R4	00004	7880
FL 3847-	3849 W 15 ST	569	16-23-124-001	N	24	N	R4	00005	6940
FL 1503-	1503 S SPRINGFIELD AV	569	16-23-124-002	N	24	N	R4	00003	6010
FL 1524-	1526 S AVERS AV	569	16-23-124-018	N	24	N	R4	00002	1030
FL 1503-	1503 S AVERS AV	569	16-23-125-001	N	24	N	R4	00002	2670
FL 1517-	1517 S AVERS AV	569	16-23-125-006	N	24	N	R4	00002	0130



Exhibit "A".  
(Page 2 of 3)

FL 1825-	1825	N DRAKE AV	375	13-35-407-019	N 31	N R3	000074830
FL 1831-	1831	N ST LOUIS AV	375	13-35-408-019	N 31	N R3	000033500
FL 3559-	3559	W BLOOMINGDALE AV	375	13-35-412-015	N 31	N R3	000050299
FL 3559-	3559	W BLOOMINGDALE AV	375	13-35-412-016	N 31	N R3	000050297
FL 3544-	3544	W WABANSIA AV	375	13-35-412-045	N 31	N R3	000082490
FL 1745-	1745	N DRAKE AV	375	13-35-413-006	N 31	N R3	000031650
FL 3500-	3500	W WABANSIA AV	375	13-35-413-049	N 31	N R3	000012830
FL 1620-	1620	N ST LOUIS AV	375	13-35-419-029	N 31	N R3	000076180
FL 1509-	1509	N MAPLEWOOD AV	535	16-01-205-026	N 26	N R4	000081600
FL 1425-	1425	N FAIRFIELD AV	535	16-01-209-013	N 26	N R4	000068420
FL 1428-	1428	N TALMAN AV	535	16-01-210-029	N 26	N R4	000044150
FL 1415-	1415	N ROCKWELL ST	535	16-01-212-008	N 26	N R4	000066570
FL 1443-	1443	N MAPLEWOOD AV	535	16-01-213-006	N 26	N R4	000075080
FL 1423-	1423	N MAPLEWOOD AV	535	16-01-213-014	N 26	N R4	000068540
FL 1419-	1419	N MAPLEWOOD AV	535	16-01-213-016	N 26	N R4	000060640
FL 2722-	2722	W EVERGREEN AV	535	16-01-216-030	N 26	N R4	000048960
FL 1308-	1308	N ARTESIAN AV	535	16-01-220-045	N 26	N R4	000080990
FL 2734-	2734	W POTOMAC AV	535	16-01-222-029	N 26	N R4	000037320
FL 1256-	1256	N MAPLEWOOD AV	535	16-01-226-019	N 26	N R4	000075430
FL 1256-	1256	N ARTESIAN AV	535	16-01-228-018	N 26	N	000076840
FL 1140-	1140	N MOZART ST	535	16-01-303-025	N 26	N R4	000072760
FL 1002-	1002	N FRANCISCO AV	535	16-01-310-026	N 26	N R4	000079920
FL 1014-	1014	N MOZART ST	535	16-01-311-022	N 26	N R4	000080480
FL 831-	831	N FRANCISCO AV	535	16-01-325-019	N 26	N R4	000066550
FL 2618-	2618	W HADDON AV	536	16-01-401-039	N 26	N R4	000049130
FL 832-	832	N FAIRFIELD AV	536	16-01-424-023	N 26	N R4	000071340
FL 3757-	3759	W ARTHINGTON ST	560	16-14-321-003	N 24	N R5	000067890
FL 3232-	3232	W FLOURNOY ST	561	16-14-403-020	N 24	N R4	000026820
FL 3537-	3537	W FLOURNOY ST	561	16-14-404-013	N 24	N R4	000062590
FL 3501-	3503	W FLOURNOY ST	561	16-14-404-025	N 24	N R4	000067900
FL 3401-	3403	W FLOURNOY ST	561	16-14-405-020	N 24	N R4	000055890
FL 3303-	3303	W FLOURNOY ST	561	16-14-406-023	N 24	N R4	000019990
FL 3301-	3301	W FLOURNOY ST	561	16-14-406-024	N 24	N R4	000036780
FL 3259-	3259	W FLOURNOY ST	561	16-14-407-001	N 24	N R4	000079100
FL 3249-	3249	W FLOURNOY ST	561	16-14-407-005	N 24	N R4	000056500
FL 3225-	3227	W FLOURNOY ST	561	16-14-407-013	N 24	N R4	000024109
FL 3225-	3227	W FLOURNOY ST	561	16-14-407-014	N 24	N R4	000024100
FL 3223-	3223	W FLOURNOY ST	561	16-14-407-015	N 24	N R4	000033890
FL 3221-	3221	W FLOURNOY ST	561	16-14-407-016	N 24	N R4	000024090
FL 3218-	3218	W LEXINGTON ST	561	16-14-407-034	N 24	N R4	000081260

7/31/90

REPORTS OF COMMITTEES

19485

SPECIAL SALES PROGRAM

<u>ADDRESS</u>	<u>PERM. INDEX NO.</u>	<u>VOLUME</u>	<u>WD</u>	<u>ZONE</u>	<u>RE. NO.</u>
1448 N. Campbell	16-01-213-028	535	26	r4	
1457 N. Campbell	16-01-214-002	535	26	r4	7996
1323 N. Campbell	16-01-220-015	535	26	r4	2852
1226 N. Campbell	16-01-227-028	535	26	r4	5172
900 N. Mozart	16-01-310-028	535	26	r4	5984
					2980

(Continued from page 19482)

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago through its Department of Housing, has been charged with the responsibility of administering the City's Local Urban Homesteading Program; and

WHEREAS, Pursuant to the terms of the Program, the Department of Housing has executed certain quitclaim deeds and loan documents to various local homesteaders; and

WHEREAS, The City Council has, by ordinance passed March 21, 1990, Journal of Council Proceedings pages 13187 -- 13191, approved the conveyance of homestead properties as set forth on Exhibit A attached hereto; now, therefore,

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

SECTION 1. The City of Chicago hereby ratifies the conveyances heretofore made by the Department of Housing to the homesteaders listed on Exhibit A.

SECTION 2. The City of Chicago hereby ratifies the loan agreements heretofore executed by the Department of Housing and the homesteaders listed on Exhibit A.

SECTION 3. The Commissioner of Housing is authorized to execute any additional documents which may be necessary to effectuate the conveyances and loan agreements, subject to the approval of the Corporation Counsel.

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

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

*Exhibit "A".*

	Property Address	Owner
1.	1513 West 73rd Street	Allen, Pamela French
2.	6622 South Oakley Avenue	Bennett, Ollie
3.	5759 South Aberdeen Street	Bew, George A.
4.	11807 South State Street	Blouin, Michael and Beatrice
5.	7425 South Champlain Avenue	Bluntson, Andrew and Margaret
6.	4515 South Honore Street	Bowers, George and Elzena
7.	227 West 107th Place	Brown, Lanese
8.	6219 South Morgan Street	Bush, John and Gladys
9.	121 West 110th Street	Coleman, Doreen
10.	615 North Laramie Avenue	Davis, Bernadine and Rhodes, Rose
11.	4039 West Potomac Avenue	Dean, Albert and Karen
12.	6933 South Prairie Avenue	Dosunmu, Yakub and Laolat
13.	5002 South Justine Street	Doyle, Rose Z.
14.	5029 West West End Avenue	Ewunike, Okolo
15.	5719 South Damen Avenue	Flynn, Mildred

	Property Address	Owner
16.	1156 West 48th Street	Garcia, Jose A. and Maria
17.	4721 South Elizabeth Street	Gilbert, Jimmie
18.	2321 South Trumbull Avenue	Gonzales, Francisco and Carmen
19.	10922 South Wentworth Avenue	Harris, Beverly
20.	424 West 117th Street	Harvey, James and Gwendolyn
21.	16 West 109th Street	Hudson, Rose and Bennie
22.	836 North Lorel Avenue	Ivy, Bernard and Sandra
23.	650 North Spaulding Avenue	Jackson, Roderick J. and Alice
24.	4920 West Gladys Avenue	Jamison, Linda
25.	320 West 110th Street	Jones, Lennel Jr. and Pittman, Clearolie
26.	7347 South Morgan Street	McCollum, Joan
27.	6845 South Claremont Avenue	Martin, George Earl
28.	5517 West Van Buren Street	Miree, Annie
29.	1429 North Campbell Avenue	Molina, Louis
30.	1055 North Lavergne Avenue	Myles, Bobby and Ann L.
31.	1311 West 72nd Place	Nelson, Vernard/ Clark, Rocelyn
32.	17 East 113th Place	Peebles, Don and Cherelle
33.	2723 West Haddon Avenue	Ramos, Jose R. and Mary
34.	4213 West Kamerling Avenue	Rodriguez, Gustavo and Esmeralda
35.	607 West 70th Place	Sample, Ophelia
36.	4821 West Haddon Avenue	Seales, Barbara Ann

	Property Address	Owner
37.	11814 South Wallace Street	Singletary, Ronald and Gloria J.
38.	2051 West 52nd Street	Sykora, Bernard
39.	843 West 50th Street	Taylor, Virgie
40.	1322 North Maplewood Avenue	Taylor, Vernell
41.	1122 West 112th Street	Thompson, Janice M. and Demetrius
42.	2753 North Artesian Avenue	Vandivar, Roger and Lochmiller, Linda
43.	310 West 115th Street	Winston, Olwen
44.	736 North Ridgeway Avenue	Woods, Perry

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SALE AND EXECUTION OF QUITCLAIM DEED AND REDEVELOPMENT  
AGREEMENT FOR PROPERTY AT 1401 WEST 41ST STREET  
AND 4101 SOUTH PACKERS AVENUE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 submitted by the Department of Economic Development authorizing the sale and execution of a quitclaim deed and redevelopment agreement for property located at 1401 West 41st Street and 4101 South Packers 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 unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project 43rd-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer made by Pickrell Property Company to purchase Parcel Nos. 4-1, 4-2 and 4-3, also Parcel 3-1, commonly known as 4101 South Packers Avenue and 1401 West 41st Street, respectively, and identified on the Disposition Parcel Map, which is available for inspection at the Department of Economic Development; and

WHEREAS, The Commission adopted Resolution No. 90-CDDC-10 on April 17, 1990, whereby it recommends to the City Council that it approve the sale of said Parcels in the 43rd-Racine Commercial District Project to Pickrell Property Company, as provided therein; and

WHEREAS, The Purchaser has proposed to construct two buildings for light industrial, warehousing and distribution use in accordance with the 43rd-Racine Redevelopment Plan; and

WHEREAS, A certified copy of said resolution has been transmitted to this body; and

WHEREAS, The City Council has considered said resolution and indicated sale of said parcels of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of Parcels 4-1, 4-2, 4-3 and 3-1 are hereby approved as follows:

Purchaser	Parcel	Sq. Ft. Price	Total Price
Pickrell Property Company	3-1, 4-1, 4-2, 4-3	\$1.04	\$248,706.00 (subject to adjustment pursuant to survey)

Parcel 3-1 is legally described as follows:

Lots 1, 2 and 3 in Block 2 in Plat of Packer's Third Addition, A Private Sub- Division, being a subdivision of that part lying between Packer's Addition and Packer's Second Addition, of the south half of the northwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois.

Parcels 4-1, 4-2 and 4-3 are legally described as follows:

Lots 1, 2, 3 and 4 in Block 1 in Packer's Third Addition, A Private Sub- Division, being a subdivision of that part lying between Packer's Addition and Packer's Second Addition, of the south half of the northwest quarter of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County Illinois.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a redevelopment agreement and a quitclaim deed conveying the above-described property and other documents which may be necessary to effectuate the sale subject to the approval of the Corporation Counsel.

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



COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE  
FOR ACQUISITION OF PROPERTY AT 600 -- 618  
WEST 35TH STREET.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 Public Works for an ordinance authorizing the Commissioner of Public Works to negotiate with the owners of the property located at 600 -- 618 West 35th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that the City acquire for public use for the Department of Police the property legally described on Exhibit A attached hereto and commonly known as 600 -- 618 West 35th Street.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owners of the property for the purchase of the property legally described in Exhibit A.

If the Commissioner and the owner are able to agree on the purchase price, the Commissioner is authorized to purchase the property in the name of and on behalf of the City of Chicago for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the property on the purchase price, or if the owner is incapable of consenting to the sale, or the owner cannot be located, then the Commissioner shall report such facts to the Corporation Counsel. The Corporation Counsel shall thereafter institute and prosecute condemnation proceedings in the name of and on behalf of the City of Chicago for the purpose of acquiring title to the property under the City's right of eminent domain.

SECTION 3. This ordinance shall be effective upon its passage.

[Exhibit "A" attached to this ordinance printed on pages 19494  
through 19495 of this Journal.]

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*Re-Referred* -- AMENDMENT TO APPROVAL OF SALE OF CITY-OWNED  
VACANT PROPERTIES TO GRANT MEMORIAL AFRICAN  
METHODIST EPISCOPAL CHURCH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 1990.

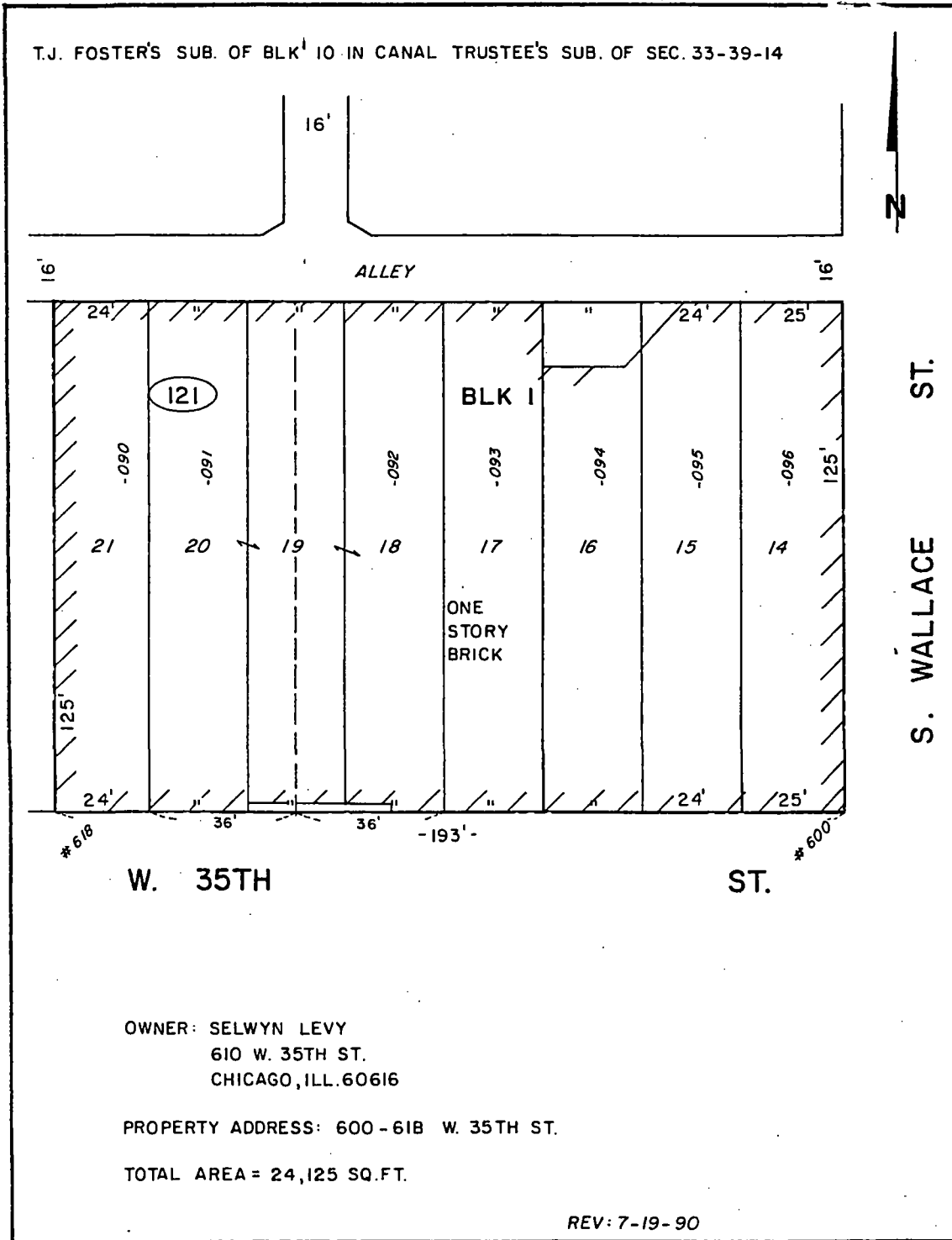
*To the President and Members of the City Council:*

(Continued on page 19496)

**Exhibit "A"**  
**(Page 1 of 2)**

Lots 14 to 21 both inclusive in Block 1 of T. J. Foster's Subdivision of Block 10 in Canal Trustee's Subdivision (except the north 792 feet thereof) of Section 33, Township 39, North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 600 -- 618 West 35th Street).

(Page 2 of 2)



(Continued from page 19493)

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance submitted by Alderman Tim Evans amending City-owned property located at 4151 South Drexel Avenue and 4201 -- 4243 South Drexel Avenue to the Grant Memorial African Methodist Church to strike the amounts \$29,700 and \$32,500 and insert the amounts \$1.00 and \$1.00, respectively, 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.*

Alderman T. Evans moved that the said proposed ordinance transmitted with the foregoing committee report be *Re-referred to the Committee on Housing, Land Acquisition, Disposition and Leases.* The motion *Prevailed.*

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*Re-Referred --* REJECTION OF BID FOR PURCHASE OF CITY-OWNED  
PROPERTY AT 2519 WEST CORTLAND STREET.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, July 30, 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 rejection of a bid at 2519 West Cortland Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

Alderman Gutierrez moved that the said proposed ordinance transmitted with the foregoing committee report be *Re-referred to the Committee on Housing, Land Acquisition, Disposition and Leases*. The motion *Prevailed*.

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## COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

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### UNITED STATES CONGRESS URGED TO ENACT JURISDICTIONAL STATUTE WHICH WOULD ALLOW CONSIDERATION OF TREATY ENTITLEMENT CLAIMS BY POTTAWATOMI INDIAN NATION.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on April 6, 1990) memorializing the United States Congress to enact a jurisdictional statute allowing the Court of Claims to consider the claims of the Pottawatomi Indians in Canada regarding treaty entitlement, begs leave to report and recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,

(Signed) ROMAN PUCINSKI,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The most historically influential tribe to occupy the region about Chicago and Northern Illinois was the Pottawatomi; and

WHEREAS, The present Pottawatomi residing in the United States and Canada are descendants of the Pottawatomi Nation which originally held sovereignty over portions of what are now the states of Illinois, Wisconsin, Indiana, Michigan and Ohio; and

WHEREAS, Between 1795 and 1833, 12 treaties were made with the United States which ceded large areas of land. As part of the treaties, the United States agreed to give the Pottawatomi Nation perpetual annual payments to all members of their Nation; and

WHEREAS, Because of the different land cessions, by 1830, the Pottawatomi Nation had been divided into a number of bands occupying defined areas of their original lands; and

WHEREAS, By a treaty concluded September 26, 1833 at what is now the City of Chicago, the Pottawatomi Nation ceded all their remaining lands along the western shore of Lake Michigan to the United States in return for new reservation land west of the Mississippi; and

WHEREAS, About 2,000 -- 3,000 Pottawatomi of the Wisconsin band refused to sign the 1833 treaty and fled into Ontario in an attempt to avoid forced removal west of the Mississippi by the United States Government; and

WHEREAS, The Pottawatomie Nation in Canada has been denied settlement of their treaty entitlement claims by the United States Government because they no longer reside in the United States; and

WHEREAS, All other portions of the Pottawatomie Nation still living in the United States have had their claims settled; and

WHEREAS, The Chicago City Council has acknowledged the Pottawatomie Indian Tribe as the first settlers of the area now known as Chicago; now, therefore,

*Be It Resolved*, That the Mayor and the City Council of Chicago memorialize the United States Congress to introduce and pass a jurisdictional statute allowing the Court of Claims to consider the claim of the Pottawatomie in Canada.

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### COMMITTEE ON LICENSE.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION  
147-2(e) BY DISALLOWING ISSUANCE OF NEW  
PACKAGED GOODS LICENSES WITHIN  
TWENTY-FIFTH WARD.

The Committee on License submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on License, having had under consideration a proposed substitute ordinance to amend Chapter 147, Section 147-2(e) of the Municipal Code by disallowing the issuance of new liquor licenses for the sale of packaged goods within the 25th Ward, which was referred to the Committee on License June 27, 1990, after having heard said matter in committee on July 30, 1990, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance, which is transmitted herewith.

This recommendation was concurred in by all members present, with no dissenting votes.

Respectfully submitted,

(Signed) WILLIAM C. HENRY,  
*Chairman.*



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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 147 of the Municipal Code of Chicago is hereby amended in Section 147-2(e) by adding the language in italics and deleting the language in brackets as follows:

147-2.

\* \* \* \* \*

(e) No package goods license shall be issued for any premises located within the following areas:

1. East 87th Street (both sides of the street) between Yates and Exchange Avenues; and East 79th Street (both sides) between Yates Avenue and South Shore Drive;

2. *In the area bounded by the south side of West 16th Street from the South Branch of the Chicago River west to South Hoyne Avenue; then the west side of South Hoyne Avenue north to West Roosevelt Road; then the south side of West Roosevelt Road to Sacramento Drive; then the east side of Sacramento Drive south to South Marshall Boulevard; then the east side of South Marshall Boulevard south to West 24th Street; then the north side of West 24th Street east to South California Boulevard; then the east side of South California Boulevard south to West 26th Street; then the north side of West 26th Street east to the B & O Railroad tracks; then the B & O Railroad tracks south to the South Branch of the Chicago River; and the South Branch of the Chicago River northeast to West 16th Street; provided however, that this prohibition shall not apply to the renewal of a package goods license for a premises located in such area if such place of business was established and licensed to sell package goods prior to the effective date of [this ordinance] the prohibition and has operated continuously within one of the defined areas subsequent to the [effective date of this ordinance] inclusion of the defined area within this subsection.*

For the purpose of this subsection, whenever the package goods license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a package goods licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a package goods licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the package goods licensee in any twelve month period.

SECTION 2. This ordinance shall take effect upon its passage and publication, provided, however, that the prohibition on the issuance of a package goods liquor license within a designated area shall not apply to a person who has submitted a completed application for such license and paid the applicable license fee to the Department of Revenue prior to the effective date of this ordinance.

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**COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS.**

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**APPOINTMENT OF MS. PILAR BAUTISTA AS MEMBER OF BOARD  
OF DIRECTORS OF CHICAGO PUBLIC LIBRARY.**

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Police, Fire and Municipal Institutions, meeting held on July 30, 1990, has had under consideration a communication appointing Pilar Bautista as a member of the Board of Directors of the Chicago Public Library to succeed Edwin Claudio for the term ending June 30, 1993 (which was referred on June 27, 1990) and begs leave to recommend that Your Honorable Body *Approve* the said appointment, which is transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Pilar Bautista as a member of the Board of Directors of the Chicago Public Library was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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REAPPOINTMENT OF MR. JEROME H. STONE AS MEMBER  
OF BOARD OF DIRECTORS OF CHICAGO  
PUBLIC LIBRARY.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Police, Fire and Municipal Institutions, meeting held on July 30, 1990, has had under consideration a communication reappointing Jerome H. Stone as a member of the Board of Directors of the Chicago Public Library (which was referred on July 12, 1990) and begs leave to recommend that Your Honorable Body *Approve* the said reappointment, which is transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed re-appointment of Mr. Jerome H. Stone as a member of the Board of Directors of the Chicago Public Library was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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COMMITTEE ON SPECIAL EVENTS AND  
CULTURAL AFFAIRS.

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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, July 31, 1990.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration eight (8) proposed orders (referred to your committee on July 12, 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 Madrzyk, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

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

*Albany Park Chamber Of Commerce.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Albany Park Chamber of Commerce, 4745 North Kedzie Avenue, to close to traffic West Lawrence Avenue, between North Kimball and North Kedzie Avenues on Sunday, August 19, 1990, during the hours of 12:00 Noon and 5:00 P.M.; and North Sawyer Avenue, between West Lawrence Avenue and the first alley south thereof for the period of August 16 through August 19, 1990, during the hours of 10:00 A.M. and dusk, for the conduct of the Albany Park Summer Festival.

*Bud Light, U. S. Triathlon, Car Sports Incorporated.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bud Light, U. S. Triathlon, Car Sports, Inc., to close to traffic for the conduct of the Bud Light Triathlon, in the following areas:

1. East Grand Avenue, between Lower Lake Shore Drive and Columbus Drive from 3:00 P.M. on Saturday, July 8 to 3:00 P.M. on Sunday, July 9, 1990;
2. East Illinois Street, between Lower Lake Shore Drive and Columbus Drive on Sunday, July 9, 1990 from 5:00 A.M. to 10:30 A.M., with limited access from 10:30 A.M., to 1:00 P.M.; and
3. North McClurg Court, between East Ohio Street and East Illinois Street on Sunday, July 9, 1990, from 5:00 A.M. to 1:00 P.M.

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*Chicago River Serenade.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago River Serenade, 455 East Illinois Street, to close to traffic the northbound lanes on South Columbus Drive, between East Balbo Avenue and East Roosevelt Road, on Thursday, August 2, 1990, during the hours of 1:00 P.M. and 10:00 P.M. for the Post Race Activities of the 1990 Manufacturers Hanover Challenge.

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*Chinese Consolidated Benevolent Association  
Of Chicago.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chinese Consolidated Benevolent Association of Chicago, 250 West 22nd Place, to close to traffic West Cermak Road (the eastbound lanes) between South Wentworth Avenue and South Princeton Avenue; South Wentworth Avenue between West 18th Street and West 26th Street; and South Wentworth Avenue between Archer Avenue and West 18th Street, for the conduct of the Chinatown Summer Fair on Sunday, August 12, 1990, during the hours of 7:00 A.M. and 10:00 P.M.

Note: South Wentworth Avenue, between Archer Avenue and 18th Street will be used only for visitor parking.

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*Hill and Knowlton, Incorporated.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Hill and Knowlton, Inc., One Illinois Center/111 East Wacker Drive, to close to traffic the southbound lanes on North Wells Street, between West Kinzie Street and the branch of the Chicago River, on Tuesday, July 24, 1990, in conjunction with a celebration of substantial growth in market share of Helene Curtis' hair products, during the hours of 11:00 A.M. and 12:30 P.M.

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*Lakeshore Athletic Services.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lakeshore Athletic Services to close to traffic East Balbo Drive, between South Lake Shore Drive and South Columbus Drive on Thursday, August 2, 1990, during the hours of 12:00 Noon and 11:00 P.M., for the conduct of the 8th Annual Running of the Manufacturers Hanover Corporate Challenge Foot Race.

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*Mayor's Office Of Special Events.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Mayor's Office of Special Events, Room 703/City Hall, to close to traffic the westbound lanes only of East Wacker Drive, between North Michigan Avenue and North Columbus Drive for the All Star Celebration/River Serenade event, from 12:01 A.M. on Sunday, July 8 to the close of the event on Tuesday, July 10, 1990.

*Orchestral Association/Chicago Symphony Orchestra.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Orchestral Association/Chicago Symphony Orchestra, 220 South Michigan Avenue, to close to traffic South Michigan Avenue, between East Adams Street and East Jackson Boulevard from 5:00 P.M. on Friday, October 5, 1990 to 12:00 Noon on Sunday, October 7, 1990, for the conduct of their 100th anniversary celebration with a reception to be held in a tent in front of the Orchestra Hall.

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PERMISSION GRANTED TO VARIOUS ORGANIZATIONS FOR  
SIDEWALK SALES ON SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 31, 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 July 12, 1990) to grant permission to various applicants for the conduct of sidewalk sales, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) JOHN S. MADRZYK,  
*Chairman.*

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



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

*Nays* -- None.

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

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

*Chernin's Shoes.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chernin's Shoes, 1001 South Clinton Street, for the conduct of an annual sidewalk sale in front of 606 West Roosevelt Road on Thursday, July 12, 1990 during the hours of 9:00 A.M. and 8:00 P.M. and on Friday, Saturday and Sunday, July 13, 14 and 15, 1990, during the hours of 9:00 A.M. and 6:00 P.M. each day.

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*Chinese Consolidated Benevolent Association.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chinese Consolidated Benevolent Association of Chicago, 250 West 22nd Place, for the conduct of a sidewalk sale on South Wentworth Avenue (both sides) between West Cermak Road and West 24th Place on Sunday, August 12, 1990, during the hours of 7:00 A.M. and 10:00 P.M. in conjunction with the Chinatown Summer Fair.

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*South Chicago Chamber Of Commerce.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the South Chicago Chamber of Commerce, 9204 South Commercial Avenue, for the conduct of a sidewalk sale on both sides of South Commercial Avenue, between East 87th and East 93rd Streets, for the period of August 2 through August 4, 1990 (rain date August 5) during the hours of 9:00 A.M. and 9:00 P.M. each day.

PERMISSION TO CONDUCT SUNDRY EVENTS ON  
PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 31, 1990.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration six (6) proposed orders (referred to your committee on July 12, 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 Madrzyk, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

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

*Chicago Chapter/Mogen David Adom.  
(Display Of Ambulances)*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Chapter/Mogen David Adom, 7000 North California Avenue, to station six ambulances and one mobile intensive care unit (a hospital on wheels) near the Hyatt Regency Hotel at street level on Sunday, July 1, 1990, during the hours of 5:00 P.M. to 6:00 P.M. at Stetson Drive (in conjunction with their 24th Annual Interfaith Dinner honoring Congressman and Mrs. Sidney Yates . . . vehicles are being donated to the State of Israel and will be in service with Mogen David Adom -- Israel's Red Cross Service).*

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*Chicago Sports Council.  
(Neighborhood Party)*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ziff Sisterunk, Chicago Sports Council, P.O. Box 460, Chicago, Illinois 60653, for the conduct of a neighborhood party on East 63rd Street (east side) from South Stony Island Avenue to South Cornell Avenue on Wednesday, July 4, 1990, during the hours of 3:00 P.M. to 8:00 P.M.*

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*Greater Grand Crossing Committee.  
(Taste And Tune Annual Carnival)*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Doris Jones, Greater Grand Crossing Committee, 213 East 79th Street, for the conduct of Taste and Tune Annual Carnival on South State Street, from 95th Street to 97th Street beginning at 10:00 A.M. August 9, 1990 (24 hours) until 12:00 Noon August 13, 1990.*

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*Saint Jeromes Catholic Church.*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to*

grant permission to Saint Jeromes Catholic Church, 1709 West Lunt Avenue, for the conduct of Saint Jeromes Food Festival on North Paulina Street, from West Morse Avenue to West Lunt Avenue, July 28, 1990, from 10:00 A.M. to 10:00 P.M.

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*Santa Lucia Parish.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Santa Lucia Parish, 3022 South Wells Street, for the conduct of a carnival and/or street fair on South Wells Street, between West 30th and West 31st Streets, for the period of July 24 through July 30, 1990, 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 street affected as provided by said carnival ordinance.

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*Ms. Brenda Sheriff.*  
*(Block Party)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Brenda Sheriff, 7600 South Oglesby Avenue, for the conduct of a block party on East 76th Street, from South Oglesby Avenue to South Luella Avenue on Sunday, July 8, 1990, during the hours of 4:00 P.M. to 9:00 P.M.

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**COMMITTEE ON STREETS AND ALLEYS.**

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**APPOINTMENT OF MR. LARRY L. GARNETT AS MEMBER OF  
BOARD OF LOCAL IMPROVEMENTS.**

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Approve* the proposed communication from the Mayor, transmitted herewith (referred on July 12, 1990) appointing Larry L. Garnett as a member of the Board of Local Improvements to succeed Juanita Passmore and to serve at the pleasure of the Mayor.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Larry L. Garnett as a member of the Board of Local Improvements was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

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APPOINTMENT OF MR. FRANK PAULEY AS MEMBER OF  
BOARD OF LOCAL IMPROVEMENTS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Approve* the proposed communication from the Mayor, transmitted herewith (referred on July 12, 1990) appointing Frank Pauley as a member of the Board of Local Improvements to succeed William Darr and to serve at the pleasure of the Mayor.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

On motion of Alderman Levar, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Frank Pauley as a member of the Board of Local Improvements was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

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TRANSFER OF OWNERSHIP AND OPERATION OF LIGHTNET  
PARTNERSHIP TELECOMMUNICATIONS SYSTEM TO  
WTG-EAST, INCORPORATED.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Streets and Alleys, having had under consideration an ordinance (referred on March 29, 1989) for WTG-East, Inc., to construct, install, renew, repair, maintain and operate a fiber optic cable system in the public way, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), by an ordinance enacted on June 24, 1987 (the "Lightnet Ordinance") authorized the Lightnet partnership ("Lightnet"), a Delaware partnership to construct, install, renew, repair, maintain and operate a fiber optic cable system in certain portions of the public way in the City pursuant to the terms of the Lightnet Ordinance; and

WHEREAS, Lightnet has constructed and installed, and is now maintaining and operating its fiber optic cable system in the City pursuant to the Lightnet Ordinance; and

WHEREAS, WTG-East, Inc. ("WTG"), a Delaware corporation and a wholly owned subsidiary of the Williams Telecommunications Group, Inc., a Delaware corporation whose communications subsidiaries have operated their own fiber optics system since 1985, has acquired ownership and all the assets and business of Lightnet; and

WHEREAS, WTG has agreed to continue to maintain and operate that portion of Lightnet's system lying within the City in accordance with all terms and conditions of the Lightnet Ordinance; and

WHEREAS, Section 3 of the Lightnet Ordinance requires prior approval of the City Council of any transfer of Lightnet's fiber optic cable system to WTG; and

WHEREAS, Section 2 of the Lightnet Ordinance gives the City the right to renegotiate the amount and terms of compensation, surety and insurance at anytime within the twelve-month period following June 24, 1992 and June 24, 1997 and to adjust compensation in a nondiscriminatory and reasonable fashion; and

WHEREAS, The City anticipates reviewing and negotiating adjustments to compensation for other grantees operating telecommunications systems on or about March 12, 1991 and January 1, 1996 and intends to adjust compensation in an nondiscriminatory fashion; now, therefore,

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

SECTION 1. The City Council hereby approves, pursuant to Section 3 of the Lightnet Ordinance, the transfer of ownership by Lightnet of its fiber optic cable system in the City, including the sheath of such cable, to WTG.

SECTION 2. Subject to the conditions of Sections 3 and 4 hereof, permission and authority are hereby granted to WTG (hereunder "Grantee"), upon the terms and subject to the conditions of the Lightnet Ordinance, which terms and conditions are hereby incorporated by reference, to continue to renew, repair, maintain and operate a fiber optic cable system in the public way on the same basis as Lightnet pursuant to the Lightnet Ordinance.

SECTION 3. The second paragraph of Section 2 of the Lightnet Ordinance is hereby amended to read as follows:

"The City shall have the right to renegotiate the amount and terms of compensation, surety and insurance as specified in Sections 6, 12 and 14 for use of the public way by grantee effective on March 12, 1991, January 1, 1996 and January 1, 2001, upon two-weeks written notice to the grantee. The compensation shall be adjusted in an nondiscriminatory and reasonable manner."



SECTION 4. Section 13 of the Lightnet Ordinance is hereby amended to add a sentence at the end of such Section which shall read as follows:

"The right of Grantee to exercise the foregoing option to replace compensation shall not provide any retroactive credit for compensation already paid to the City pursuant to the terms of this ordinance and shall be conditioned on the acceptance by Grantee of such other standard provisions of the ordinance or agreement applicable to such other person or company hereby referenced as the Commissioner of General Services shall reasonably require in the interest of fairness and uniformity."

SECTION 5. This ordinance shall take effect and be in full force from and after the date of its passage.

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DE PAUL UNIVERSITY AUTHORIZED TO MAINTAIN  
AND OPERATE FIBER OPTIC INTEROFFICE  
TELECOMMUNICATIONS SYSTEM  
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Streets and Alleys, having had under consideration an ordinance (referred on July 19, 1989) for DePaul University of Chicago to construct, install, renew, repair, maintain and operate a telecommunications system, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, DePaul University ("Grantee"), is an Illinois not-for-profit corporation which is authorized and engaged in the endeavor of providing higher education in Illinois; and

WHEREAS, Grantee has constructed and wishes to maintain and operate, as constructed and installed, a two-way high-speed telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease; now, therefore,

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

**SECTION 1. Definitions.**

1.1 "Affiliates" shall include any subsidiary or parent or intermediary corporation of Grantee or any entity which is under control of a parent, subsidiary or intermediary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

1.2 "Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified Public Ways which Grantee is authorized to use, subject to the requirements and limitations of this ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 113.1 of the Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.5 "Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 2 attached hereto and made a part hereof.

1.6 "Code" shall mean the Municipal Code of Chicago, as amended.

1.7 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's System. A Contractor may be an Affiliate.

1.8 "Interoffice Telecommunications Services" or "Services" shall mean the transmission by Grantee of primarily high-speed communications signals (including the collection, storage, forwarding, switching and delivering of such signals) through a System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided that the provision of Services shall not include either the operation of a Cable

Television System, or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.9 "Interoffice Telecommunications System" or "System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and services and appurtenances; provided that no portion of a System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties.

1.10 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's System. The term "Public Ways" shall be deemed to include the Chicago Freight Tunnels unless specifically herein excepted.

1.11 "Risk Management" shall mean the City Comptroller's Office of Risk Management.

## SECTION 2. Grant Of Rights.

### Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to repair, operate and maintain, as now constructed and installed, its System along the Authorized Routes on the terms and conditions set forth herein within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or otherwise lawfully permitted to occupy the City's public ways. This ordinance does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

### Section 2.2 Term And Expiration Date.

The term of this ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this ordinance by the Chicago City Council (the "Expiration Date").

### Section 2.3 Interim Extension In The Absence Of Default.

Notwithstanding Section 2.2 but subject to the following sentence, Grantee's privileges to use the Authorized Routes shall not be deemed terminated and the term of this ordinance shall be deemed extended on a year-by-year basis in the absence of any material default by Grantee of the terms and conditions of this ordinance so long as Grantee continues to make timely payment of the Annual Fee. However, either party may terminate the rights, privileges and obligations set forth in this ordinance for any reason at any time after the Expiration Date, such termination to become effective upon sixty (60) days written notice to the other party of such termination.

### Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Commissioner of the Department General Services determines such terms or such renewal is not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to approval, modification or rejection of the Chicago City Council in its sole discretion.

### Section 2.5 Location Of Authorized Routes.

Grantee's System may extend for a total distance of six hundred fifty (650) linear feet along the Authorized Routes as set forth in Exhibit 1 attached hereto and made a part hereof.

### Section 2.6 Acts Or Omissions Of Affiliates And Other Entities.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

## SECTION 3. Nature Of Limitation Of Rights Granted.

### Section 3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to

and subordinate to the right of the City to use the Authorized Routes for any public purpose.

### Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways (including the Chicago Freight Tunnels) and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not unduly interfere with the rights of the Grantee herein.

### Section 3.3 City's Rights Over Authorized Routes.

#### 3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof.

#### 3.3.2 Removal And Relocation.

The City reserves the right to exercise its police, proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section 11.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of the Department Public Works considers it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of the Department of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. Said thirty (30) day period may be extended by the Commissioner of the Department of Public Works in his sole discretion.

in case of hardship. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereto) described in the preceding sentence, the Commissioner of the Department of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of the Department General Services, of abandoning the portion of its System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's System pursuant to this Section 3.3.2 conducted with the approval of the Commissioner of the Department of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

### 3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.

### 3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances but not, in any case, exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

### Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of

Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Public Works is authorized to regulate the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burdens any portion of the Authorized Routes (including, in particular, any portion of the Chicago Freight Tunnels) for present or future use, Grantee shall be required either to modify its plans for construction of its System, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Public Works and the Code. Failure to comply with this Section 3.4 in a timely fashion shall be grounds for revocation of the permit described in Section 11.1.

#### SECTION 4. Change Of Control And Assignment.

##### Section 4.1 Change Of Control.

###### 4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this ordinance or its ownership or operation of its System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner of transfer, lease or assign in any manner any space or conduit space occupied by its System, without prior consent of the Chicago City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this ordinance. The sale, transfer, lease or assignment in bulk of a major portion of the tangible assets of Grantee shall be considered an assignment subject to the provisions of this Section 4.

###### 4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of the Department of General Services within thirty (30) days after any such sale, transfer or assignment; provided however, that the assignee must agree to comply with this ordinance and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City and provide disclosure of ownership interests as required by Chapter 26.1 of the Code and provide such other certifications as the City shall require.



#### 4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this ordinance to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of the Department of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

#### 4.1.4 Disclosure Of Ownership.

Prior to adoption of this ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of the Department of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this ordinance by any person or one or more groups of persons acting in concert after the date of passage of this ordinance.

### SECTION 5. Compensation.

#### Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$3,900.00 on or prior to each anniversary of the date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee (together with amounts representing compensation equivalent to the Annual Fee for past use of the Authorized Routes prior to the date of passage of this ordinance on a pro rata basis as described in Exhibit 1) shall be payable within thirty (30) days after passage of this ordinance.

#### Section 5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

### Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

### Section 5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all other fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

## SECTION 6. Insurance And Indemnification.

### Section 6.1 Insurance.

No later than thirty (30) days following the date of passage of this ordinance and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's System and restore the Authorized Routes hereof, Grantee shall obtain, pay all premiums for, and file with Risk Management evidence of the insurance coverages covering all risk associated with the installation, construction, repair, maintenance, removal and operation of Grantee's System specified below:

- (A) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included.

- (B) Commercial Liability Insurance. Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability shall be obtained. Products/completed operation, independent contractors, contractual liability explosion, collapse and underground coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provisions must be approved in advance by Risk Management.
- (C) Railroad Protective Liability Insurance. When any work is to be done adjacent to or on transit property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity shall be provided. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply.
- (D) Automobile Liability Insurance. When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

#### Section 6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both Risk Management and the Grantee, shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished.

#### Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy

pursuant to Section 6 materially and adversely changes, the City may, at any time, require that such insurance policy be replaced with such other insurance policy consistent with the requirements set forth in Section 6.

#### Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

#### Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

#### Section 6.6 No Excuse From Performance.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of the Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies.

#### Section 6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Section 6.1 and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's System and shall provide evidence of the foregoing as required in Section 6.1.

#### Section 6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System

and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service) suits, liabilities, judgments, costs and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition, to understand and agree that insurance required by this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the Grantee, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

#### SECTION 7. Construction And Installation Of Grantee's Interoffice Telecommunications System.

##### Section 7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval by the Commissioner of Public Works final drawings, maps and plans showing the exact proposed location of each telecommunication facility comprising a part of Grantee's Interoffice Telecommunications System to be installed on the Authorized Routes and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and construction schedules must also be submitted by Grantee in a timely manner for approval by the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for any proposed extension, reduction or removal of any portion of Grantee's System along the Authorized Routes. Grantee shall also obtain such construction, performance or other bonds of such type and in such amounts as may be required by the Commissioner of Public Works.

## Section 7.2 Maintenance Requirements And Standards.

### 7.2.1 In General.

Grantee shall maintain and operate, as now constructed its System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Public Works and the Building Department.

### 7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Code.
- (C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its System.

### 7.2.3 Construction And Installation Procedures.

No later than sixty (60) days after passage of this ordinance by the Chicago City Council, Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures, as installed, of its System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of the Department of Public Works for review and approval and said documents (and Grantee's System) shall be modified as said Commissioner may require in the interest of public safety.

### 7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the

portions of Grantee's System located along the Authorized Routes of a size and material satisfactory to the Commissioner of the Department of Public Works no later than sixty (60) days after passage of this ordinance by the Chicago City Council. Grantee shall update such drawings within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

#### 7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

#### 7.2.6 Use Of Existing Conduits.

If Grantee is using existing conduit owned by any other party, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning existing conduit and any applicable tariffs.

#### 7.2.7 Adjoining Property Owners.

All of Grantee's System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of or any specifically permitted or licensed use of the Public Ways.

#### 7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the

cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

#### 7.2.9 Electrical Permit.

All installation work for Grantee's System, after passage of this ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

#### Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair such Public Ways, including any cartways or sideways or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

#### Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

#### Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of Public Works as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other applicable City departments as applicable (such as the Department of Streets and Sanitation and the Department of Buildings) in a timely fashion when and as required.



## SECTION 8. Inspection And Physical Audit.

### Section 8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and the "as built" drawings required by Section 7.2.4 which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's System located in the Public Ways.

### Section 8.2 Physical Audit.

In the event that the Commissioner of the Department of Public Works in good faith has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the City may send its own personnel or hire an engineering firm of the City's choice (the "City's Inspector") to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines in said audit that a material discrepancy existed between the results of such physical audit and the information contained in the specifications and summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3, 7.2.4 and 8.1, Grantee shall be given written notice of said discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

### Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of the Department of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or
- (C) Seek other remedies available to the City under the Code, this ordinance or under Illinois law;

provided that the Commissioner of the Department of Public Works may waive for a period of thirty (30) days any such sanctions in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior receipt and approval by the Commissioner of the Department of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

#### SECTION 9. Repeal Of Privileges.

##### Section 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

##### Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

###### 9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Public Works and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of the Department of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

### 9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

## SECTION 10. Sanctions.

### Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee therefore shall pay the City the sum of Two Hundred Dollars (\$200) a day from the date of notice of the violation until the violation is corrected or resolved to the City's satisfaction, which amount shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance;
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Public Works or the Department of Buildings;
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time frame (and granted extensions) after a notice from the Commissioner of the Department of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

### Section 10.2 Other Rights Of City.

The right of the Commissioner of the Department of General Services to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the City Council to repeal this ordinance pursuant to Section 9 and the right of the Commissioner of the Department of General Services under Section 11.2 to revoke the permit described in Section 11.1.

### Section 10.3 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section with respect to subsequent violations of this ordinance.

## SECTION 11. Permit Needed.

### Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Commissioner of the Department of General Services and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (iii) payment of the first year's Annual Fee of \$3,900.00 and the amounts required in Section 5.1 has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of General Services.

### Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2, and of Section 7.4, the Commissioner of the Department of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of the Department of General Services, in exercise of his discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Commissioner of the Department of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

## SECTION 12. Chicago Freight Tunnels.

### Section 12.1 In General.

It is acknowledged that the Chicago Freight Tunnels are a unique environment for the use of telecommunications facilities and space therein may in the future become a scarce resource. In order to preserve the availability of the Chicago Freight Tunnels for current

and future grantees and permittees of the City, the Grantee may be required to restrict or modify the size of the conduit or facilities the Grantee has constructed or installed or will construct or install along the Authorized Routes. Such restrictions shall be set forth by the Commissioner of Public Works in published standards.

#### Section 12.2 Tunnel Agreement Required.

Grantee shall enter into such agreements as may be required regarding the sharing in maintenance, inspection, insurance and other related expenses of improving and maintaining any part of the Chicago Freight Tunnels encompassing one of the Authorized Routes.

#### Section 12.3 No City Obligation.

The City will not be obligated to pay any amounts to Grantee for any cost of preparation or making improvements to the Authorized Routes within the Chicago Freight Tunnels and Grantee expressly waives any right to any such contributions. Any use of the Chicago Freight Tunnels by Grantee shall be solely at Grantee's risk and the City shall not be liable in any way therefor.

#### Section 12.4 Maintenance.

Grantee further agrees to maintain those portions of the Chicago Tunnel System through which Grantee's System is placed or operates, or which is affected directly or indirectly by such operations, if any, free of hazards to the City and Grantee's personnel and will keep said tunnels passable for purposes of inspection by City personnel.

The privilege granted herein shall be maintained and used in accordance with this ordinance, any tunnel agreement to which Grantee is a party and any restrictions on the use of the Chicago Freight Tunnels established by the Commissioner of Public Works.

### SECTION 13. Special Conditions.

#### Section 13.1 No Recourse.

Except as expressly provided in this ordinance or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its

permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

#### Section 13.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

#### Section 13.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States and its agencies (including, but not limited to the regulations and standards of the federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws as shall be considered part of this ordinance as set forth herein.

### SECTION 14. General Provisions.

#### Section 14.1 Descriptive Headings.

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

#### Section 14.2 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

- (i) If To Grantee: DePaul University  
University Counsel  
25 East Jackson Boulevard  
Suite 1351  
Chicago, Illinois 60630
- (ii) If To City: Department of General Services  
City of Chicago  
320 North Clark Street  
Room 502  
Chicago, Illinois 60602  
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

#### Section 14.4 Invalidity.

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

#### SECTION 15. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed.

#### SECTION 16. Effective Date.

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

[Exhibit 2 attached to this ordinance printed on  
page 19541 of this Journal.]

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.**Location Description.*

Grantee's System authorized by the attached ordinance, extends for six hundred fifty feet (650') along the Authorized Routes in two components which are described as follows:

- I. A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities Located At 64 East Jackson Boulevard And At 25 East Jackson Boulevard.

Grantee's fiber optic cable is contained in a one and one-half inch (1-1/2") diameter communication conduit running through a portion of the Chicago Freight Tunnel as follows:

Exit 25 East Jackson Boulevard (Lewis Center) at the 3rd basement level, proceed 25 feet east into Chicago Tunnel System branch, then turning north 75 feet into the Wabash Avenue portion of the Chicago Freight Tunnels to the intersection of Jackson Boulevard and Wabash Avenue, turning and proceeding 300 feet east on Jackson Boulevard to 50 East Jackson Boulevard (Santa Fe Building), then turning north 10 feet into the 50 East Jackson Building branch and into the 50 East Jackson Building basement; the cable then runs through the basement of 50 East Jackson Boulevard, exiting at the west elevation of the building into conduits placed beneath the north/south public alleyway to the east of Wabash Avenue and proceeding 20 feet west into the 64 East Jackson Building (Administration Center).

Total footage in the Public Ways for this component is approximately four hundred thirty feet (430'). This component was installed on or about August 20, 1987.

- II. A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities Located At 2330 North Kenmore Avenue, 2219 North Sheffield Avenue And 2315 North Sheffield Avenue.

Grantee's single fiber optic cable is contained in a two-inch (2") conduit diameter communications conduit at an installed depth of approximately three feet below grade running through the Public Ways as follows:



Exit 2330 North Kenmore Avenue (Schmitt Academic Center) at the southeast elevation, proceeding south and east 50 feet through existing conduit installed approximately three feet below grade under the public sidewalks and street intersection of the West Belden building and North Kenmore Avenue, entering the 1011 West Belden building (Alumni Hall), at its northwest elevation, proceeding south through the 1011 West Belden Avenue and 2219 North Kenmore Avenue (Byrne Hall) buildings, exiting 2219 North Kenmore Avenue at its southwest elevation, proceeding south on Kenmore Avenue in conduit approximately three feet below grade under the public sidewalk, across West Webster Avenue, and under the public parkway south of Webster Avenue 155 feet to the east/west alley south of Webster Avenue, turning 10 feet east into the east/west alley, and proceeding five feet south into the 2135 North Kenmore Avenue building (Theatre School).

Total footage in the Public Ways for this component is approximately two hundred twenty feet (220'). This component was installed on or about October 16, 1989.

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LOYOLA UNIVERSITY OF CHICAGO AUTHORIZED TO CONSTRUCT,  
MAINTAIN AND OPERATE FIBER OPTIC INTEROFFICE  
TELECOMMUNICATIONS SYSTEM IN  
PUBLIC WAY.

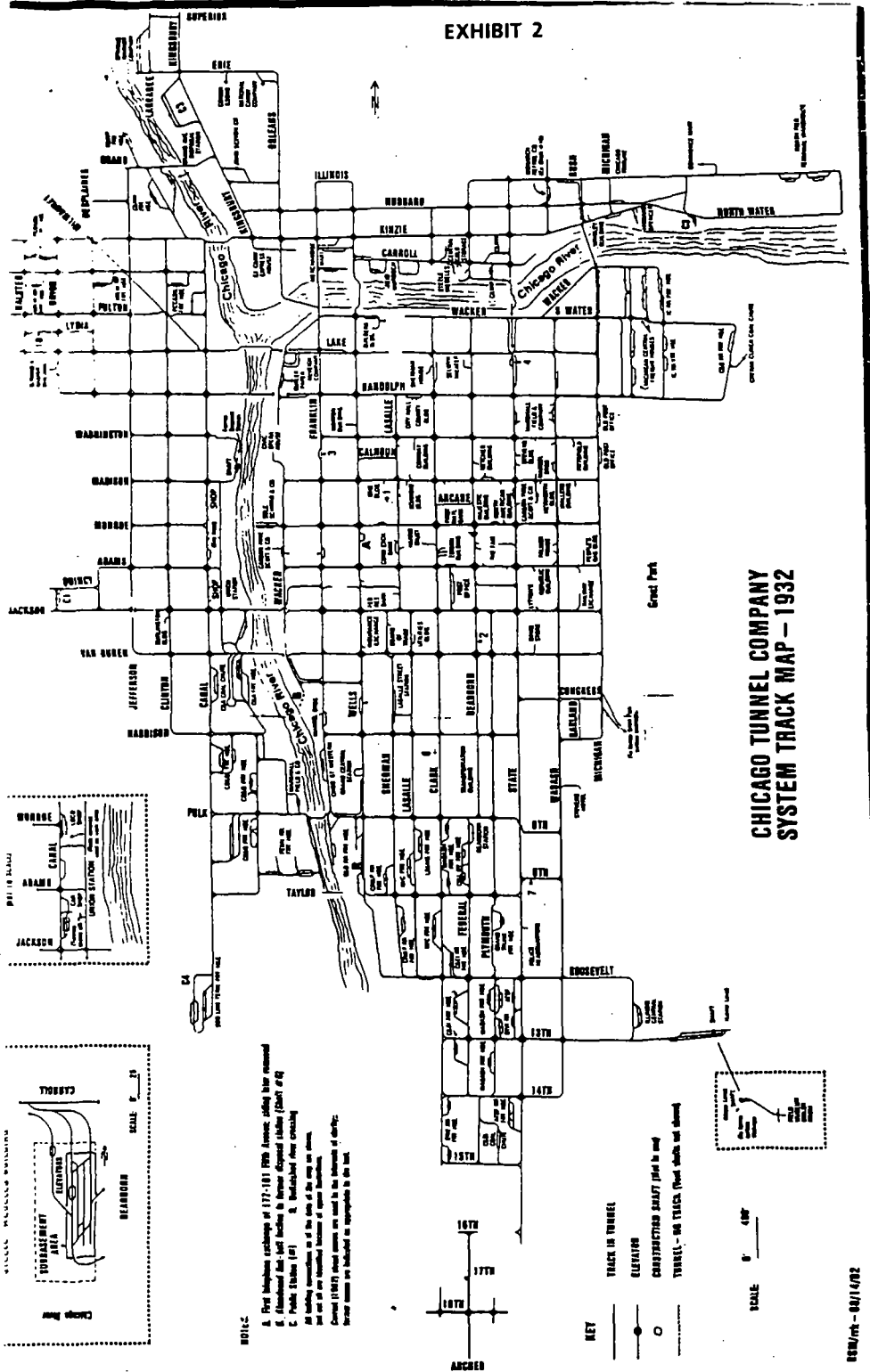
The Committee on Streets and Alleys submitted the following report:

CHICAGO, July 30, 1990.

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

Your Committee on Streets and Alleys, having had under consideration an ordinance (referred on February 16, 1989) for Loyola University of Chicago to construct, install, maintain and operate an in-house telecommunications system consisting primarily of fiber optic facilities in the public ways of the City, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance transmitted herewith.

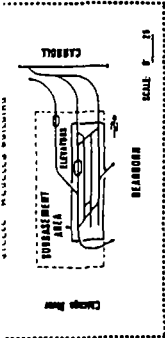
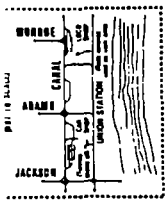
(Continued on page 19542)



**NOTES:**

- A. First telephone exchanges at 177-181 Avenue, ceiling later removed.
- B. Abandoned but not located in former diagonal (about 181st St.)
- C. Public Station (1st St.)
- D. Bounded Area crossing

All building connections on the map of the same are shown.  
 All lot and area boundaries are shown in light lines.  
 Curved (181st) street names are used in the absence of curbs.  
 Street names are indicated in appropriate to the lot.



(Continued from page 19540)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Various persons have requested permission to place two-way high-speed interoffice telecommunications systems, consisting primarily of fiber optic cables for internal use and not for sale, resale, exchange or lease in the public ways of the City of Chicago, Illinois (the "City"); and

WHEREAS, It is in the best interest of the City to provide permits facilitating the development of state-of-the-art interoffice telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for interoffice telecommunications; and

WHEREAS, The City wishes to provide uniform terms and conditions to the greatest extent possible for qualified persons who have requested permission to place interoffice telecommunications systems, consisting primarily of fiber optic cables, in the public ways for internal use and not for sale, resale, exchange or lease; and

WHEREAS, Loyola University of Chicago ("Grantee"), is an Illinois not-for-profit corporation which is authorized and engaged in the endeavor of providing higher education in Illinois; and

WHEREAS, Grantee has constructed and wishes to construct, maintain and operate a two-way high-speed telecommunications system in the public ways of the City for internal use and not for sale, resale, exchange or lease; now, therefore,

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

SECTION 1. Definitions.

1.1 "Affiliates" shall include any subsidiary or parent or intermediary corporation of Grantee or any entity which is under control of a parent, subsidiary or intermediary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

1.2 "Annual Fee" shall mean the amount payable in advance to the City by the Grantee pursuant to Section 5.1 hereof and shall be Six Dollars (\$6.00) per lineal foot which the Authorized Routes occupy in the Public Ways. Subject to Section 3.4 hereof, in calculating the Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.3 "Authorized Routes" shall mean the lineal routes within specified Public Ways which Grantee is authorized to use, subject to the requirements and limitations of this Ordinance, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.4 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Section 113.1 of the Code in order to operate, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.5 "Code" shall mean the Municipal Code of Chicago, as amended.

1.6 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's System. A Contractor may be an Affiliate.

1.7 "Existing System" shall mean Grantee's existing System occupying 530.5 feet along the Authorized Routes, as described in Subsection A of Exhibit 1.

1.8 "Interoffice Telecommunications Services" or "Services" shall mean the transmission by Grantee of primarily high-speed communications signals (including the collection, storage, forwarding, switching and delivering of such signals) through a System point-to-point between separate locations used by Grantee in its trade, business or occupation; provided, that the provision of Services shall not include either the operation of a Cable Television System, or the sale, resale, lease or exchange of telecommunications facilities or services to Affiliates or third parties.

1.9 "Interoffice Telecommunications System" or "System" shall mean a system, consisting primarily of fiber optic cables, designed and operated by Grantee solely to provide Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and services and appurtenances; provided that no portion of a System shall also constitute all or any portion of a Cable Television System or shall also be used to sell, resell, lease or exchange telecommunications services or facilities with Affiliates or third parties. Grantee's System shall include the Existing System and the New System, as described in Exhibit 1.

1.10 "New System" shall mean the portion of Grantee's System to be constructed along the Authorized Routes, as described in Section B of Exhibit 1.

1.11 "Public Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street and any highway, and any lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way, and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in which the City holds rights sufficient, without consent of any other party to permit Grantee to the use thereof for the purpose of installing or maintaining Grantee's System.

1.12 "Risk Management" shall mean the City Comptroller's Office of Risk Management.

## SECTION 2. Grant Of Rights.

### Section 2.1 Grant Of Rights.

Subject to Section 3.4, the City hereby grants to Grantee the non-exclusive right to construct, operate and maintain the New System and to operate and maintain its Existing System, as now constructed and installed, its System along the Authorized Routes on the terms and conditions set forth herein within its own conduits and/or existing conduits, constructed and maintained by other individuals or entities which are authorized or

otherwise lawfully permitted to occupy the City's public ways. This Ordinance does not authorize Grantee to operate a Cable Television System or to sell, lease, re-lease, exchange or resell telecommunications services to Affiliates or third parties. This ordinance does not authorize telecommunications facilities to be located in the Public Ways except the System described in Exhibit 1.

#### Section 2.2 Term And Expiration Date.

The term of this Ordinance and of the rights granted hereunder shall be five (5) years from and after the date of passage of this Ordinance by the Chicago City Council (the "Expiration Date").

#### Section 2.3 Interim Extension In The Absence Of Default.

Notwithstanding Section 2.2 but subject to the following sentence, Grantee's privileges to use the Authorized Routes shall not be deemed terminated and the term of this ordinance shall be deemed extended on a year-by-year basis in the absence of any material default by Grantee of the terms and conditions of this Ordinance so long as Grantee continues to make timely payment of the Annual Fee. However, either party may terminate the rights, privileges and obligations set forth in this ordinance for any reason at any time after the Expiration Date, such termination to become effective upon sixty (60) days written notice to the other party of such termination.

#### Section 2.4 Renewal.

Grantee is responsible for obtaining from the City a new ordinance for submission to the City Council preserving or extending the privileges granted herein prior to the Expiration Date. The City has no obligation to renew any particular terms or to renew the rights granted by this ordinance if the Commissioner of the Department General Services determines such terms or such renewal is not in the best interests of the City. Any proposed renewal, extension or modification through such ordinance is subject to approval, modification or rejection of the Chicago City Council in its sole discretion.

#### Section 2.5 Location Of Authorized Routes.

Grantee's Existing System may extend in two components for a total distance of five hundred thirty and one-half feet (530.5') along the Authorized Routes as set forth in Section A of Exhibit 1 attached hereto and made a part hereof. Grantee's New System may extend for a total distance of one hundred and forty (140) linear feet along the Authorized Routes as set forth in Section B of Exhibit 1 attached hereto and made a part thereof.

### Section 2.6 Acts Or Omissions Of Affiliates And Other Entities.

During the term of this ordinance, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operation of Grantee's System as if the acts or omissions of such entity were the acts or omissions of Grantee.

### SECTION 3. Nature Of Limitation Of Rights Granted.

#### Section 3.1 Rights Not Exclusive.

This is a nonexclusive privilege to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

#### Section 3.2 Other Permittees.

The City does not agree to restrict the number of Interoffice Telecommunications Systems, franchises, licenses or permits in any part or all of the City. The permission and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted or which may be granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways (including the Chicago Freight Tunnels) and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not unduly interfere with the rights of the Grantee herein.

#### Section 3.3 City's Rights Over Authorized Routes.

##### 3.3.1 City's Authority Is Paramount.

At Grantee's own risk, the City may make use in the future of the Authorized Routes in which Grantee's System is located in a manner inconsistent with Grantee's use thereof.

### 3.3.2 Removal And Relocation.

The City reserves the right to exercise its police proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section 11.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of the Department Public Works considers it necessary or advisable for a public purpose. Grantee shall make no claim for costs or damages against the City by reason of such removal or relocation. Upon thirty (30) days written notice of partial or complete revocation to Grantee of such permit from the Commissioner of the Department of General Services, Grantee shall remove, modify, replace or relocate all or any portion of its facilities as required at its own expense. Said thirty (30) day period may be extended by the Commissioner of the Department of Public Works in his sole discretion in case of hardship. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within the thirty (30) day period (or extension thereto) described in the preceding sentence, the Commissioner of the Department of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee upon demand. Grantee shall remove, replace or relocate or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authorities to meet its proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of the Department of General Services, of abandoning the portion of its System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's System pursuant to this Section 3.3.2 conducted with the approval of the Commissioner of the Department of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be filed with this ordinance. The calculation of the Annual Fee shall be adjusted according to such abandonment or relocation.

### 3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or damage any part of Grantee's System, no charge shall be made by Grantee against the City for restoration and repair.



### 3.3.4 Temporary Relocation Or Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances but not, in any case, exceeding thirty (30) days, Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance by the permit holder to the Grantee of the direct expenses of such temporary move, including standby time.

### Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install its Interoffice Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Public Works is authorized to regulate the size of the conduit system used or to be used by Grantee, as well as other physical characteristics of Grantee's System. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's System, either planned or presently constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its System, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time frame provided by the Commissioner of the Department of Public Works and the Code. Failure to comply with this Section 3.4 in a timely fashion shall be grounds for revocation of the permit described in Section 11.1.

## SECTION 4. Change Of Control And Assignment.

### Section 4.1 Change Of Control.

#### 4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Ordinance shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer, assign or lease the rights granted in this Ordinance or its ownership or operation of its System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner of transfer, lease or assign in any manner any space or conduit space occupied by its System, without prior consent of the Chicago City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer, lease or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this Ordinance. The sale, transfer, lease or assignment in bulk of a major portion of the tangible assets of Grantee shall be considered an assignment subject to the provisions of this Section 4.

#### 4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of the Department of General Services within thirty (30) days after any such sale, transfer or assignment; provided, however, that the assignee must agree to comply with this Ordinance and amendments thereto, and must be able to provide proof of legal, technical, financial and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Code and provide such other certifications as the City shall require.

#### 4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this ordinance to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of the Department of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

#### 4.1.4 Disclosure Of Ownership.

Prior to adoption of this Ordinance, Grantee has submitted to the Commissioner of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of the Department of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this Ordinance by any person or one or more groups of persons acting in concert after the date of passage of this ordinance.

### SECTION 5. Compensation.

#### Section 5.1 Annual Fee.

Except as set forth below, throughout the term of this ordinance, Grantee agrees to pay the City for the use of the Authorized Routes the Annual Fee of \$4,023.00 on or prior to the anniversary date of this ordinance representing payment for the succeeding year. The Annual Fee shall be due in advance of the year to which it relates. An amount representing the first year's Annual Fee (together with amounts representing compensation equivalent to the Annual Fee for past use by the Existing System of portions of the Authorized Routes prior to the date of passage of this ordinance on a pro rata basis as described in Exhibit 1) shall be payable within thirty (30) days after passage of this ordinance.

#### Section 5.2 Not A Tax.

Payment by Grantee to the City of the Annual Fee is compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

#### Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this ordinance any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the Annual Fee, the City and Grantee shall enter into negotiations to amend this ordinance to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

#### Section 5.4 Other Fees.

In addition to and unrelated to the payment of the Annual Fee, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, which fees include, but are not limited to, fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

### SECTION 6. Insurance And Indemnification.

#### Section 6.1 Insurance.

No later than thirty (30) days following the date of passage of this ordinance and at all times during the term thereof, and thereafter during such time as may be required to remove Grantee's System and restore the Authorized Routes hereof, Grantee shall obtain, pay all premiums for, and file with Risk Management evidence of the insurance coverages covering all risk associated with the installation, construction, repair, maintenance, removal and operation of Grantee's System specified below:

- (A) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than \$100,000 each accident or illness shall be included. For purposes of this paragraph (A), a qualified

self-insurer approved by The State of Illinois will be acceptable in lieu of commercial insurance.

- (B) **Commercial Liability Insurance.** Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability shall be obtained. Products/completed operation, independent contractors, contractual liability, explosion, collapse and underground coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision must be approved in advance by Risk Management.
- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity shall be provided. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the construction, installation, maintenance and operation of Grantee's System, Automobile Liability Insurance shall be maintained with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

#### Section 6.2 Qualified Companies.

All insurance policies called for in this ordinance shall be issued by companies authorized to do business in Illinois and satisfactory to Risk Management and each insurance policy shall be satisfactory to Risk Management. Each such insurance policy shall contain a covenant or endorsement of the insurance company to provide sixty (60) days written notice by registered mail of the insurance company's intention to cancel, substantially change, or not to renew such policy to both Risk Management and the Grantee, shall in the event of any such notice, obtain, pay premiums for, and file with Risk Management written evidence of the issuance of any replacement policies within sixty (60) days following receipt by the City or the Grantee of any such notice. Failure to carry or keep such insurance in force throughout the period set forth in Section 6.1 shall constitute a material violation of this ordinance. The City reserves the right to stop any work related to Grantee's System until proper evidence of insurance is furnished.

#### Section 6.3 Right To Require Replacement Of Insurance.

If the financial condition of any insurance company providing an insurance policy pursuant to Section 6 materially and adversely changes the City may, at any time, require that such insurance policy be replaced with such other insurance policy consistent with the requirements set forth in this Section 6.

#### Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the insurance policies referred to herein or replace or cancel said insurance policies without prior approval of Risk Management.

#### Section 6.5 City's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum required limits of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum amounts.

#### Section 6.6 No Excuse From Performance.

None of the provisions contained herein nor the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this ordinance or limit the liability of Grantee under this ordinance for any and all damages in excess of the amounts of such insurance policies.

#### Section 6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1 and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's System and shall provide evidence of the foregoing as required in Section 6.1.

#### Section 6.8 Indemnity.

Grantee shall be solely responsible for the support, safety and protection of its System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments, claims, losses, damages (whether such claims and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, cost and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this ordinance and Grantee's installation, construction and maintenance and operation of its System, or which in any way may result therefrom, whether or not

it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and the Grantee shall reimburse the City for any such payments made by the City. Grantee, in accepting the terms of this ordinance, shall be deemed as a condition, to understand and agree that insurance required by this ordinance shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this Section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the Grantee, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City.

#### SECTION 7. Construction And Installation Of Grantee's Systems.

##### Section 7.1 Approval Of Specific Location.

Prior to the date of introduction of this ordinance, Grantee shall have placed on file for approval by the Commissioner of Public Works final drawings, maps and plans showing the exact proposed location of each telecommunication facility comprising a part of Grantee's System, either installed as part of the Existing System or to be installed as part of the New System on the Authorized Routes and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule. Deviation from previously approved drawings, maps, plans and construction schedules must also be submitted by Grantee in a timely manner for approval by the Commissioner of Public Works. Similar information shall be filed with the Commissioner of Public Works for approval, prior to the issuance of a permit for any proposed extension, reduction or removal of any portion of Grantee's System along the Authorized Routes. Grantee shall also obtain such construction, performance or other bonds of such type and in such amounts as may be required by the Commissioner of Public Works.

##### Section 7.2 Maintenance Requirements And Standards.

###### 7.2.1 In General.

Grantee shall maintain and operate, as now constructed its System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state and local laws and regulations, including but not limited to, the standards set by the City's Department of Public Works and the Building Department.

###### 7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition).
- (B) Applicable provisions of the Code.
- (C) Written standards of the Department of Public Works and the Building Department applicable to Grantee's construction, installation, operation and maintenance of its System.

#### 7.2.3 Construction And Installation Procedures.

No later than sixty (60) days after passage of this ordinance by the Chicago City Council, Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures, as installed and to be installed, of its System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of the Department of Public Works for review and approval and said documents (and Grantee's System) shall be modified as said Commissioner may require in the interest of public safety.

#### 7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of Public Works "as built" drawings of the portions of Grantee's Existing System located along the Authorized Routes of a size and material satisfactory to the Commissioner of the Department of Public Works no later than sixty (60) days after passage of this ordinance by the Chicago City Council. Grantee shall submit "as built" drawings to said Commissioner of completed portions of Grantee's New System within sixty (60) days after completion of construction of such portions. Grantee shall update such drawings within sixty (60) days of a material change whenever material changes are made to Grantee's System which impact the Public Ways. Said drawings shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points.

#### 7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

#### 7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City for its New System without approval of the City and any other applicable governmental agency or if the

new System is to be located on private property, of the property owner. If Grantee is using existing conduit owned by any other party, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning existing conduit and any applicable tariffs.

#### 7.2.7 Adjoining Property Owners.

All of Grantee's System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and customary uses of or any specifically permitted or licensed use of the Public Ways.

#### 7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

#### 7.2.9 Electrical Permit.

All installation work for Grantee's System, after passage of this ordinance, shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

#### Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner of such private property, rebuild, restore and repair such Public Ways, including any cartways or sidewalks or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.



#### Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

#### Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of Public Works as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this ordinance from other applicable City departments as applicable (such as the Department of Streets and Sanitation and the Department of Buildings) in a timely fashion when and as required.

### SECTION 8. Inspection And Physical Audit.

#### Section 8.1 Inspection.

The City reserves the right to make, at any time after the date of passage of this ordinance and throughout the duration of this ordinance, physical on-site inspections of Grantee's System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and the "as built" drawings required by Section 7.2.4 which Grantee shall update annually or indicate "no change" (as the case may be) and submit to the City at the time of Grantee's payments of its Annual Fee. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's System located in the Public Ways.

#### Section 8.2 Physical Audit.

In the event that the Commissioner of the Department of Public Works in good faith has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's System, then the City may send its own personnel or hire an engineering firm of the City's choice (the "City's Inspector") to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of any such physical audit. If the City's Inspector determines in said audit that a material discrepancy

existed between the results of such physical audit and the information contained in the specifications, summaries, maps and drawings that Grantee has placed on file with the City pursuant to Sections 7.2.3, 7.2.4 and 8.1, Grantee shall be given written notice of said discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of Public Works reasonably determines the existence of said discrepancy, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus liquidated damages, if applicable, as specified in Section 10), and shall pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

### Section 8.3 Trespassing Facilities.

Any portion of Grantee's System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City, the Commissioner of the Department of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 10 hereof; and/or
- (C) Seek other remedies available to the City under the Code, this ordinance or under Illinois law;

provided that the Commissioner of the Department of Public Works may waive for a period of thirty (30) days any such sanctions in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this ordinance. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior receipt and approval by the Commissioner of the Department of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

## SECTION 9. Repeal Of Privileges.

### Section 9.1 Basis For Repeal Of Ordinance.

This ordinance may be repealed by the City Council (upon referral from the Mayor or on its own motion) at any time.

## Section 9.2 Removal Or Abandonment Of Grantee's Interoffice Telecommunications System.

### 9.2.1 Removal By Grantee.

Upon repeal of this ordinance pursuant to Section 9.1, or upon revocation or termination of the privilege herein granted, the Grantee, without cost or expense to the City, shall promptly remove or abandon in place, at the option of the City, its System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Public Works and in accordance with this ordinance and the Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of the Department of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

### 9.2.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 9.2.1, the City may remove or cause the removal of Grantee's System provided, however, that the City shall be reimbursed by Grantee for the total costs of such removal.

## SECTION 10. Sanctions.

### Section 10.1 Liquidated Damages.

The events set forth below will result in damages that will be impracticable or difficult to ascertain. Grantee, therefore, shall pay the City the sum of Two Hundred Dollars (\$200) a day from the date of notice of the violation until the violation is corrected or resolved to the City's satisfaction, which amount shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.3 of this ordinance;
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Public Works or the Department of Buildings; and

- (C) Failure to remove, modify, replace or relocate facilities within the permitted timeframe (and granted extensions) after notice from the Commissioner of the Department of Public Works to remove, modify, replace or relocate such facilities pursuant to Section 3.3.2 or Section 9.2.1.

#### Section 10.2 Other Rights Of City.

The right of the Commissioner of the Department of General Services to impose upon Grantee liquidated damages pursuant to Section 10.1 shall be in addition to any other rights or remedies the City has under this ordinance, the Code or other applicable laws including the right of the Chicago Council to repeal this ordinance pursuant to Section 9 and the right of the Commissioner of the Department of General Services under Section 11.2 to revoke the permit described in Section 11.1.

#### Section 10.3 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights under this section with respect to subsequent violations of this ordinance.

### SECTION 11. Permit Needed.

#### Section 11.1 Permit.

The permission and authority herein granted shall not be exercised until (i) Grantee has filed a written acceptance of the terms of this ordinance executed by Grantee containing such representations and in such form as is satisfactory to the Commissioner of General Services and the City's Corporation Counsel, (ii) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (iii) payment of the first year's Annual Fee of \$4,023.00 and the amounts required in Section 5.1 have been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of General Services.

#### Section 11.2 Revocation Of Permit.

In addition to the provisions of Section 3.3.2 and of Section 7.4, the Commissioner of the

Department of General Services may revoke the permit referred to in Section 11.1 if Grantee at any time shall fail to comply with the provisions and conditions of this ordinance and the Commissioner of the Department of General Services, in exercise of his discretion, shall determine such revocation is necessary and proper. In case of such revocation, the City shall be entitled to its remedies hereunder, under the Code and under Illinois law. Such permit may be reinstated by the Commissioner of the Department of General Services if such Commissioner, in the exercise of his discretion, concludes that the cause of such revocation has been cured by Grantee in a timely fashion.

## SECTION 12. Special Conditions.

### Section 12.1 No Recourse.

Except as expressly provided in this ordinance or at law, Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this ordinance or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this ordinance. In applying for its permit pursuant to Section 11.1, Grantee will be deemed to agree to this ordinance relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee the rights and privileges granted under this ordinance.

### Section 12.2 Conflict Of Interest.

No member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government shall have any personal, financial or economic interest, direct or indirect, in this ordinance or any subcontract resulting therefrom.

### Section 12.3 Compliance With Applicable Laws.

In constructing, installing, operating and maintaining its System, Grantee shall comply with all applicable laws and regulations of the United States and its agencies (including, but not limited to the regulations and standards of the federal Occupational Safety and Health Administration), the State of Illinois, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws shall be considered part of this ordinance as set forth herein.

**SECTION 13. General Provisions.****Section 13.1 Descriptive Headings.**

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

**Section 13.2 Notices.**

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

**(i) If To Grantee:**

Loyola University of Chicago  
Department of Telecommunications  
2160 South First Avenue  
Maywood, Illinois 60153  
Attention: Associate Director of  
Telecommunications

**(ii) If To The City:**

Department of General Services  
City of Chicago  
320 North Clark Street  
Room 502  
Chicago, Illinois 60602  
Attention: Commissioner

or to such other parties or other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this ordinance.

**Section 13.3 Invalidity.**

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

SECTION 14. Prior Ordinances.

All ordinances and resolutions, or parts thereof, in conflict with this ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 15. Effective Date.

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

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

*Location Description.*

A. Existing System:

Grantee's Existing System, authorized by the attached ordinance, extends for five hundred thirty and one-half feet (530.5') along the Authorized Routes in two components which are described as follows:

- I. A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities Located At 41 East Pearson Street And 1 East Pearson Street.

Grantee's fiber optic cables are contained in a four-inch (4") diameter communication conduit buried at an installed depth of three feet below street grade running underneath portions of North Wabash Avenue and East Pearson Street as follows:

commencing at the northwest corner of the building known as 41 East Pearson; proceed west under North Wabash Avenue for 60 feet; thence northwest 15 feet to a manhole located on the southwest corner of North Wabash Avenue and East Pearson Street; thence east 270 feet in the parkway on the south side of East Pearson Street; thence south 20 feet ending at the building known as 1 East Pearson.

Total footage in the Public Ways for this component is approximately three hundred sixty-five feet (365'). This component was installed on or about May 30, 1989.

- II. A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities Located At 1132 West Loyola Avenue, 1125 West Loyola Avenue And 6551 North Sheridan Road.

Grantee's fiber optic cables are contained in a four-inch (4") diameter communications conduit buried at an installed depth of three feet below grade running through the Public Ways as follows:

1. Commencing at the southeast corner of the building known as 6551 North Sheridan Road; thence south 85 feet ending at a point 25 feet west of the northeast corner of the building known as 1125 West Loyola Avenue.
2. Commencing at the manhole located at the southeast corner of the property known as 1132 West Loyola Avenue; thence west 65.5 feet to the southeast corner of the property known as 6551 North Sheridan Road; thence north 15 feet ending at the southeast corner of the building known as 6551 North Sheridan Road.

Total footage in the Public Ways for this component is approximately one hundred sixty-five and one-half feet (165.5'). This component was installed on or about April 24, 1989.

B. New System:

A Fiber Optic Interoffice Telecommunications System Connecting Grantee's Facilities Located At 6525 North Sheridan Road (Flanner Hall), 6333 North Winthrop, 6320 North Kenmore And 6338 North Winthrop.

Grantee's New System, consisting of fiber optic cables and backup copper cables, authorized by the attached ordinance, will be contained in 4-inch diameter communications conduits buried at an installed depth of three feet below grade and will extend for one hundred forty feet (140') along the Authorized Routes as follows:

1. Commencing approximately ninety (90) feet south from an existing manhole located near Flanner Hall on the Loyola campus, thence south sixty-six (66) feet across West Sheridan Road and onto Loyola property, thence traveling south for two hundred thirty-four (234) feet on Loyola property to enter the building known as 6333 North Winthrop.



2. Exiting Loyola property located at 6333 North Winthrop, at a point three hundred (300) feet south of the south line of West Sheridan Road, thence east across the eighteen (18) foot public alley to enter the property known as 6320 North Kenmore.
3. Commencing one hundred sixty-three (163) feet south of the south line of West Sheridan Road from the building known as 6333 North Winthrop, thence directly across the sixty-six (66) feet of North Winthrop Avenue ending at the building known as 6338 North Winthrop.

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*Action Deferred* -- EXECUTION OF AGREEMENT WITH DIGINET  
COMMUNICATIONS, INCORPORATED-MIDWEST  
FOR INSTALLATION AND OPERATION  
OF TELECOMMUNICATIONS SYSTEM  
IN PUBLIC WAY.

The Committee on Streets and Alleys submitted the following report which was, on motion of Aldermen Shaw, Carter and J. Evans, *Deferred* and ordered published:

CHICAGO, July 30, 1990.

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

Your Committee on Streets and Alleys, having had under consideration an ordinance (referred on September 14, 1988 and February 16, 1989) for Dignet Communications, Inc., to construct, install, maintain and operate a telecommunications system, begs leave to recommend that Your Honorable Body pass the 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.*

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

WHEREAS, Segments of the telecommunications industry are becoming competitive; and

WHEREAS, Various persons have requested permission to place two-way high-speed telecommunications system, consisting primarily of fiber optic cables for common or contract carriage for compensation of telecommunications services and facilities within the City of Chicago (the "City") in the public ways of the City; and

WHEREAS, It is in the best interest of the City to facilitate the development of state-of-the-art telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for telecommunications; and

WHEREAS, The City wishes to enter into agreements which are uniform in terms and conditions to the greatest extent possible with qualified persons who have requested permission to place telecommunications systems, consisting primarily of fiber optic cables, in the public ways, in order to provide telecommunications services within the City; and

WHEREAS, Dignet Communications, Inc.-Midwest ("Grantee") is a Nevada corporation, a wholly owned subsidiary of Dignet Communications, Inc., a privately held Nevada corporation ("Dignet") and is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Dignet was granted authority to install and maintain a telecommunications cable in the public ways of the City pursuant to an ordinance adopted by the City Council on January 23, 1985, which authorization expired on January 23, 1990 (the "Prior Ordinance"); and

WHEREAS, Grantee wishes to assume and expand Dignet's authorization to use the public ways of the City in order to construct, maintain and operate a larger telecommunications system, consisting primarily of fiber optic cables, and wishes to replace Dignet's grant set forth in the Prior Ordinance with an expanded and longer grant to use the public ways of the City for such purposes; and

WHEREAS, Grantee and the City are willing to enter into an agreement in substantially the form attached hereto as Exhibit A, upon approval of the form of such agreement by ordinance of this City Council; now, therefore,

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

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor, the Commissioner of the Department of General Services and the Commissioner of the Department of Public Works are authorized to execute, on behalf of the City, and the City Clerk is authorized to attest to an agreement between the City and Dignet Communications, Inc.-Midwest (the "Grantee"), substantially in the form attached hereto as Exhibit A (the "Agreement"), subject to such changes as may be approved by the Mayor, the Commissioner of General Services and the Commissioner of Public Works for the

construction, installation, maintenance and operation of a high-speed telecommunications system, consisting primarily of fiber optic facilities, in the public ways of the City in order to provide service within the City. Only upon execution of the Agreement by the authorized officials of the City and the Grantee, shall Grantee be authorized to construct, install, maintain and operate such telecommunications system in the public way of the City pursuant to the terms thereof.

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

SECTION 3. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed and this ordinance shall take effect and be in force from and after its passage.

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

*Exhibit "A".*

*Telecommunications System Use Agreement.*

*City Of Chicago, Illinois*

*And*

*Diginet Communications, Inc.-Midwest.*

*Diginet.*

This Telecommunications System Use Agreement (the "Agreement"), made and executed as of this \_\_\_\_ day of \_\_\_\_\_, 1990 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Diginet Communications, Inc.-Midwest, a Nevada corporation (the "Grantee") and a wholly owned subsidiary of Diginet, Inc., a privately held Nevada corporation ("Diginet"):

*Witnesseth:*

Whereas, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power an perform any function pertaining to its government and affairs included, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare...."; and

Whereas, Dignet was granted authority to install and maintain a telecommunications cable in the public ways of the City pursuant to an ordinance adopted by the City Council on January 23, 1985, which authorization expired on January 23, 1990 (the "Prior Ordinance"); and

Whereas, Grantee wishes to assume and expand Dignet's authorization to use the public ways of the City in order to construct, maintain and operate and install a telecommunications system in the City, which telecommunications system will transmit signals for compensation and at high-speed primarily along fiber optic cables, and Grantee wishes to replace Dignet's grant described in the Prior Ordinance with an expanded and longer grant for such purposes; and

Whereas, In order to construct and install said Telecommunications System, Grantee must place conduits, cables and associated telecommunications facilities in certain of the "public ways" (as herein defined) of the City; and

Whereas, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the public ways of the City to construct, install, operate and maintain its Telecommunications System; and

Whereas, The form of such agreement has been approved by an ordinance adopted by the City Council of the City of \_\_\_\_\_, 19\_\_\_\_; now, therefore,

It is hereby agreed by the parties hereto as follows:

Section 1. Definitions.

1.1 "Additional Compensation" shall mean the processing fee and nonmonetary rights, privileges and facilities to be provided the City by Grantee pursuant to Section 5.2.

1.2 "Adjustment Dates" shall mean March 12, 1991, January 1, 1996 and January 1, 2001.

1.3 "Affiliates" shall include any subsidiary or parent or intermediary corporation of Grantee or any entity which is under control of a parent, subsidiary or intermediary of Grantee or any entity which is capable of exercising a substantial degree of control over Grantee through ownership of stock or partnership interests in Grantee. The term "control"

shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity.

1.4 "Annual Gross Billings Based Fee" shall mean an amount equal to three percent (3%) of Grantee's Total Gross Billings during a compensation year.

1.5 "Authorized Routes" shall mean the lineal routes within specified Public Ways of the City which Grantee is authorized to use subject to the requirements and limitations of this Agreement, for the purpose of installing, constructing, operating, maintaining, renewing and repairing its Telecommunications System, as set forth in Exhibit 1 attached hereto and made a part hereof.

1.6 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Code in order to operate within the City, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally and (3) incidental subscriber interaction required for the selection of such programming and information.

1.7 "Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 2 attached hereto and made a part hereof.

1.8 "City Council" shall mean the City Council of Chicago.

1.9 "Code" shall mean the Municipal Code of Chicago, as amended.

1.10 "Compensation Year" shall be a twelve-month period beginning on January 1 and ending on December 31 provided that the first Compensation Year shall begin on the effective date of this Agreement and end on December 31, 1990.

1.11 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Telecommunications System. A Contractor may be an Affiliate.

1.12 "Diginet" shall mean Diginet, Inc., a privately held Nevada corporation.

1.13 "Downtown Business Area" shall mean the area encompassed within and by the following boundaries within the City:

A line extending from Lake Michigan on the east at the north curb line of Oak Street proceeding southerly along the shoreline of Lake Michigan to 15th Street; proceeding along the south curb line of 15th Street from said shoreline west to Halsted Street; proceeding north along the west curb line of Halsted Street to Grand Avenue; proceeding along the north curb line of Grand Avenue east to State Street; proceeding

along the west curb line of State Street to Oak Street and proceeding along the north curb line of Oak Street east to Lake Michigan.

1.14 "General Compensation" shall mean amounts Grantee is required to pay to the City pursuant to Section 5.1 of this Agreement.

1.15 "Grantee" shall mean Dignet Communications, Inc.-Midwest, a wholly owned subsidiary of Dignet.

1.16 "Interexchange Telecommunications Service" shall mean telecommunications service between points in two or more exchanges as defined in Chapter 111-2/3 §13-201 et seq. of the Illinois Revised Statutes, as amended, including but not limited to "long distance" service.

1.17 "Minimum Annual Fee" shall mean the minimum amount payable, calculated on the basis of a twelve-month period, to the City as General Compensation during any compensation year pursuant to Section 5 hereof, and shall be based on a formula calculated as follows:

\$3.54 per linear foot which the Authorized Routes occupy in the Downtown Business Area; and

\$1.77 per linear foot which the Authorized Routes occupy outside of the Downtown Business Area.

Subject to Section 3.4 hereof, in calculating the Minimum Annual Fee the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.18 "Ordinance" shall mean the ordinance adopted by the City Council on \_\_\_\_\_, and authorizing the execution of this Agreement by the Mayor, the Commissioner of the Department of General Services, the Commissioner of the Department of Public Works and the City Clerk of the City.

1.19 "Prior Authorized Route" shall mean the 4,858 lineal feet of the Public Ways Grantee was authorized to use to construct, operate and maintain a Telecommunications System pursuant to the Prior Ordinance.

1.20 "Prior Ordinance" shall mean the Ordinance adopted by the City Council on January 23, 1985 which authorized Dignet to construct, operate and maintain a Telecommunications System in the Public Ways along the Prior Authorized Route.

1.21 "Public Ways" shall mean the surface, the air space above the surface and the area below the surface of any public street and any highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway or other public right-of-way including public utility easements or rights-of-way in which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee the use thereof for the purpose of installing or maintaining Grantee's Telecommunications System. The term "Public Ways" shall be deemed to include the Chicago Freight Tunnels unless specifically herein excepted.

1.22 "Telecommunications Carrier" shall mean every corporation, company, association, joint stock company or association, firm, partnership or individual that owns, controls, operates, directly or indirectly, a Telecommunications System. For purposes of Section 12, "Telecommunications Carrier" does not include, however:

(1) a telecommunications carrier that is owned and operated by the United States of America or any of its agencies, or by the State of Illinois or any of its agencies, or by any political subdivision or municipal corporation of such State, or by a lessee or operating agent of any of the foregoing entities, so long as the Telecommunications System is operated for the use of such entity; or

(2) a carrier that provides Telecommunications Services solely to itself or to an Affiliate for that Affiliate's internal purposes and not for sale or resale to third parties or with the objective of generating revenues or profits; or

(3) a carrier that is obligated by law to provide communications service throughout the City; or

(4) a facilities-based interexchange telecommunication carrier to the extent it is providing Interexchange Telecommunications Services.

1.23 "Telecommunications Services" shall mean, except as provided by Section 5.1.3, the provision or offering (either directly or as a carrier for others) for rent, sale, resale or lease, or in exchange for other value received, of the transmittal of primarily high-speed communications signals (including the collection, storage, forwarding, switching and delivering of such signal between points within the City, by means of a Telecommunications System); provided that the provision or offering of Telecommunications Services shall not include the operation of a Cable Television System or, except as provided in Section 5.1.3, the furnishing of Interexchange Telecommunications Services.

1.24 "Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, for the provision of Telecommunications Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and appurtenances; provided that no portion of a Telecommunications System shall also constitute all or any portion of a Cable Television System, except to the extent permitted under Section 2.1 hereof.

1.25 "Total Gross Billings" shall mean the sum of (1) all amounts billed by Grantee and/or due to Grantee to be paid in cash, credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from, Grantee's operation, lease, exchange or use of its Telecommunications System, or sale or lease of Telecommunications Services within the City, whether or not such amounts are actually collected and (2) any other revenue arising from the possession by Grantee of its rights under this Agreement. By way of example, but not of limitation, the term "Total Gross Billings" includes amounts derived from installation and construction charges, access charges paid to Grantee by other carriers, and the lease of lines, capacity or circuit paths to third parties. If Grantee does not bill a particular customer (including an Affiliate) for Telecommunications Services provided by Grantee, then there shall be imputed as billings included within Total Gross Billings an amount equal to the billings that would have been billed by Grantee to a like customer for the provision of Telecommunications Services identical or as closely similar as possible in usage and nature to the Telecommunications Services being provided to the customer not being billed; provided that no billings shall be imputed related to the facilities and services provided the City without charge as part of the Additional Compensation. If Grantee does not bill itself for Telecommunications Services provided for its own internal use to the extent not needed for operation of Grantee's Telecommunications System, there shall be imputed as billings included within Total Gross Billings, the amount that would have been billed to a like customer for Telecommunications Service identical or as closely similar in nature and usage as possible to the Telecommunications Services being so used by Grantee. There shall be deducted from Total Gross Billings amounts billed to or paid by Grantee's customers for taxes on Telecommunications Services furnished by Grantee to the extent such taxes are imposed directly on Grantee's customers by a governmental unit, they are charged separately from normal service charges and such taxes are remitted by Grantee directly to the taxing authority. Except as specified in Section 5.1.2 regarding overpayments, no other expenses or allowances shall be deducted from Total Gross Billings. Total Gross Billings shall include amounts related solely to Grantee's Chicago-based operations. Total Gross Billings shall include any amounts charged or received by any Affiliate of Grantee using the Public Ways directly or indirectly to operate a Telecommunications System in the City, unless such Affiliate has received separate authorization for such purposes from the City Council.

## Section 2. Grant Of Rights.

### Section 2.1 Grant Of Rights.

The City hereby grants to Grantee the nonexclusive right to construct, install, repair, operate and maintain a Telecommunications System along the Authorized Routes on the terms and conditions set forth herein within its own conduits and/or existing conduits which conduits are authorized or otherwise lawfully permitted to occupy the City's Public Ways. This Agreement does not authorize Grantee to operate a Cable Television System, although Grantee may lease or resell capacity or bandwidth, or cables (subject to Section 4.2.2), to the operator of a Cable Television System provided said operator has first obtained a franchise pursuant to Chapter 113.1 of the Code. This Agreement does not contemplate that, except



as provided in Section 5.1.3, Grantee shall engage in Interexchange Telecommunications Services or authorize Grantee to use the Authorized Routes for such purpose. Except as provided in Section 5.1.3, should Grantee wish to provide Interexchange Telecommunications Services using any part of the Public Ways, Grantee must apply to the City for separate authorization by ordinance.

#### Section 2.2 Term And Initial Expiration Date.

Subject to the survival of certain rights of the City to be indemnified and to have Grantee's Telecommunications System removed and the Public Ways restored as set forth in this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate, unless extended or renewed as provided herein, on December 31, 2005 (the "Initial Expiration Date").

#### Section 2.3 Right Of Renegotiation Of Certain Provisions.

##### 2.3.1 Adjustments To Compensation.

The City reserves the right to renegotiate at periodic intervals the amount, nature and terms of General Compensation and/or Additional Compensation (collectively "Compensation") to be paid by Grantee for use of the Authorized Routes during the term of this Agreement. Except as provided in Section 2.3.2, any adjustment to Compensation ("Adjusted Compensation") shall become effective on the next succeeding Adjustment Date. In order to renegotiate Compensation, the City, acting through its Commissioner of the Department of General Services, shall give written notice to Grantee at least sixty (60) days prior to the Adjustment Date for which the adjusted Compensation will become effective. Said notice shall contain the City's proposed schedule of Adjusted Compensation. The terms of any such Adjusted Compensation shall be reflected in an amendment to this Agreement and shall be nondiscriminatory and reasonable. No such Adjusted Compensation may reduce the rate of General Compensation to be paid by Grantee or materially and substantially reduce the value of Additional Compensation to be provided by Grantee without the approval of the City Council. As part of any such amendment, Grantee shall be entitled to delete from Exhibit 1 any portion of the Authorized Routes on which Grantee has not yet constructed telecommunications facilities and thus decrease the number of lineal feet included in calculating the Minimum Annual Fee owed to the City on a prospective basis from the effective date of such amendment. No later than thirty (30) days prior to each Adjustment Date, the Commissioner of the Department of General Services shall notify the Chairman of the Committee of the City Council having jurisdiction over the use of and compensation for the Public Ways regarding the status of any renegotiation and the proposed schedule of Adjusted Compensation.

### 2.3.2 Dispute Resolution.

If Grantee shall in good faith maintain that the amount, terms or nature of any Adjusted Compensation proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, given the value of the privileges granted to Grantee pursuant to this Agreement, Grantee shall enter into negotiations with the City as expeditiously as possible to reach an agreement as to Adjusted Compensation prior to the applicable Adjustment Date. In the event that an agreement as to Adjusted Compensation is not reached prior to such Adjustment Date, Grantee shall have the right to make a demand for arbitration in writing to the Commissioner of the Department of General Services within thirty (30) days after such Adjustment Date. In such event, the City and Grantee shall each appoint an arbitrator and a third arbitrator shall be appointed by the arbitrators so appointed. Each arbitrator shall have at least five years of experience in the field of rights-of-way procurement. Pursuant to the then current rules of the American Arbitration Association, or any successor organization, an arbitration shall be held as expeditiously as possible and the question to be answered by the arbitrators shall be:

"Is the Adjusted Compensation excessive or unreasonable, taking into account the value of the privileges granted to Grantee, both present and future, the charges required by municipalities in other major urban areas for similar rights-of-way, and the charges for similar rights-of-way by other providers in the Chicago area?"

Unless the majority of the arbitrators shall decide the foregoing question in the affirmative, Grantee shall be bound to pay the Adjusted Compensation, retroactive to the applicable Adjustment Date. If a majority of the arbitrators shall decide the foregoing question in the affirmative, then the City shall withdraw the proposed schedule of Adjusted Compensation and Grantee shall continue paying the compensation previously in effect; provided that the City may substitute a new rate of Adjusted Compensation, retroactively effective to the applicable Adjustment Date. The notice periods and dispute resolution procedures of this Section 2.3.2 shall be applied to the extent possible to any substituted Adjusted Compensation. Notwithstanding anything to the contrary in this Section 2.3.2, however, Grantee shall be bound by any arbitration decision rendered by a similar panel of arbitrators regarding the same proposed Adjusted Compensation as would be applicable to Grantee for similar privileges; provided that Grantee shall have been given due notice and a full and fair opportunity to participate in such arbitration proceedings and to give evidence therein. Failure by Grantee to object to the City's proposed Adjusted Compensation within the time provided in this Section 2.3 shall act as a waiver and Grantee shall be obligated to pay or provide, as the case may be, the Adjusted Compensation from the applicable Adjustment Date.

### Section 2.4 Interim Extension In The Absence Of Default Or Termination.

If, on the Initial Expiration Date, Grantee shall not be in default under this Agreement and if neither party has notified the other of its intent to terminate this Agreement on or

before the Expiration Date, then the terms of this Agreement shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Commissioner of the Department of General Services. Said interim extension period shall not extend beyond a date sixty (60) days after the Initial Expiration Date, after which date this Agreement shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

#### Section 2.5 Renewal.

At any time during the last Compensation Year occurring prior to the Initial Expiration Date, Grantee may request the City to enter into negotiations toward renewing or extending this Agreement. The exercise by Grantee of this option shall not bind the City as to acceptance of any particular terms or renewal of the rights granted by this Agreement if the Commissioner of the Department of General Services determines such terms or the renewal of this Agreement is not in the best interests of the City. Any proposed renewal, extension or modification of this Agreement is subject to City Council approval, modification or rejection in its sole discretion.

#### Section 2.6 Location Of Authorized Area.

Grantee's Telecommunications System may extend for a total distance of 38,658 linear feet or approximately 7.32 miles along the Authorized Routes as described in Exhibit 1 attached hereto and made a part hereof. Of the total linear feet constituting the Authorized Routes, 33,800 lineal feet are newly authorized pursuant to this Agreement and run in the Public Ways within the Downtown Business Area (the "New Footage") and 4,858 lineal feet were previously authorized (the "Existing Footage") pursuant to the Prior Ordinance and run in the Public Ways outside of the Downtown Business Area.

#### Section 2.7 Acts Or Omissions Of Affiliates And Other Entities.

During the term of this Agreement, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

### Section 3. Nature Of Limitation Of Rights Granted.

#### Section 3.1 Rights Not Exclusive.

This is a nonexclusive grant to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

#### Section 3.2 Other Permittees.

The City does not agree to restrict the number of telecommunications systems, franchises, licenses or permits in any part or all of the City. The grant and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the grant and authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways (including the Chicago Freight Tunnels) and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

#### Section 3.3 City's Rights Over Authorized Routes.

##### 3.3.1 City's Authority Is Paramount.

Grantee acknowledges and accepts at its own risk that the City may make use in the future of the Authorized Routes in which Grantee's Telecommunications System is located in a manner inconsistent with Grantee's use of thereof.

##### 3.3.2 Removal And Relocation.

The City reserves the right to exercise its police and/or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section 13.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of Public Works considers it

necessary or advisable for a public purpose. Grantee shall make no claims for costs or damages against the City by reason of such removal or relocation. Upon thirty (30) days written notice to Grantee of partial or complete revocation of such permit from the Commissioner of the Department of General Services, Grantee shall remove, modify, replace or relocate its facilities as required at its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of the Department of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee on demand. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet such authority's proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Telecommunications Services to the extent not reasonably required by the City. In an emergency, as determined by the Commissioner of the Department of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of the Department of General Services, of abandoning the portion of its Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's Telecommunications System pursuant hereto conducted with the approval of the Commissioner of the Department of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be attached to this Agreement. The calculation of the Minimum Annual Fee shall be adjusted according to such abandonment or relocation.

### 3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or to take action which results in damage to any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

### 3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances, but not, in any case, exceeding thirty (30) days (unless Grantee shall reasonably demonstrate to the Commissioner of the Department of Public Works that more than thirty (30) days shall be required, in which case, such longer period as said Commissioner may reasonably determine) Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance to the Grantee of the direct expenses of such temporary move by the permit holder, including standby time.

#### Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install, its Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Public Works is authorized to regulate the size of the conduit system to be used by Grantee as well as other physical characteristics of Grantee's Telecommunications System. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Telecommunications System, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time provided by the Commissioner of the Department of Public Works and the Code.

#### Section 4. Change Of Control, Assignment And Sublease.

##### Section 4.1 Change Of Control.

##### 4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer or assign the rights granted in this Agreement or its ownership or operation of its Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner or transfer or assign in any manner conduit or other space occupied by its Telecommunications System, without the prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this Agreement. The sale, transfer or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment subject to the provisions of this Section 4.

##### 4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of the Department of General Services within thirty (30) days after any such sale, transfer or assignment; provided, however, that the assignee must agree to comply with this Agreement and amendments thereto, and must be able to provide proof of

legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

#### 4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of the Department of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

#### 4.1.4 Transfer Of Control Of Grantee.

Prior approval of City Council, which shall not be unreasonably refused, shall be required where ownership of fifty percent (50%) or more of the right of control of Grantee is acquired during the term of this Agreement in any transaction or series of transactions by a person or one or more group of persons acting in concert, none of whom owned or controlled fifty percent (50%) or more of the right to control Grantee, singly or collectively, on the Initial Expiration Date of this Agreement. By its acceptance of this Agreement, Grantee specifically agrees that any such acquisition occurring without prior approval of the City Council shall void the rights granted under this Agreement. This provision shall apply to any limited partnership wherein fifty percent (50%) or more of the control of Grantee is to be transferred to limited partners or to a general partner which is not Grantee.

#### 4.1.5 Pledge Of Controlling Interests Or Assets.

Prior City Council approval shall not be required for a transfer or pledge in trust, mortgage or hypothecation of Grantee's partnership interests or common stock, as the case may be, or portions of Grantee's Telecommunications System constituting personal property in whole or in part to secure an indebtedness except where such pledge shall involve hypothecation of more than seventy-five percent (75%) of the fair market value of Grantee's Telecommunications System. Prior consent of City Council, expressed by resolution, shall be required for such pledge or transfer in trust of more than seventy-five percent (75%) of the fair market value of Grantee's Telecommunications System and said consent shall not be withheld unreasonably. Any such pledge or transfer in trust does not imply any right of the pledgee to assume any rights hereunder without City Council approval.

#### 4.1.6 Disclosure Of Ownership.

Prior to adoption of the ordinance, Grantee has submitted to the Commissioner of the Department of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of the Department of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this Agreement by any person or one or more groups of persons acting in concert after the Initial Expiration Date.

#### Section 4.2 Lease Of Lines, Capacity Or Band Width.

##### 4.2.1 Right To Lease Capacity Or Bandwidth.

Notwithstanding the provisions of Section 4.1 hereof, Grantee shall have the right, without necessity of approval of the City Council, pursuant to this Agreement to offer services which may include, without limitation, provision of capacity or bandwidth to its customers, subject to the following restrictions and conditions:

- (A) Grantee shall furnish the Department of General Services within ten (10) days of execution thereof, copies of any such lease or agreement involving more than twenty percent (20%) of the capacity of Grantee's Telecommunications System which lease or agreement extends beyond thirty (30) days, either directly or through renewals. Any underlying arrangement between Grantee and a customer to provide such a lease arrangement without a lease or other written agreement shall be subject to this requirement;
- (B) Grantee shall furnish to the City's Department of Revenue, such information as may be required at such times by such Department (including customers lists, if so required), to effect compliance by Grantee and Grantee's customers with the Chicago Transaction Tax Ordinance (Chapter 200.1 of the Code), the Chicago Municipal Transmission of Messages by Electricity Tax Ordinance (Chapter 132 of the Code) and the Chicago Sales Tax Ordinance, (Chapter 200.6 of the Code) and any other ordinances of the City of Chicago which shall be in effect from time to time regulating, taxing or otherwise concerning Grantee's operation of a Telecommunications System pursuant to this Agreement, including, but not limited to, the surcharge imposed pursuant to the Emergency Telephone System Surcharge Ordinance (Chapter 189.1 of the Code, as amended) to the extent applicable. The parties hereto expressly intend and acknowledge that the Grantee's fiber optic cable and telecommunication lines will be personal property of the Grantee and not fixtures. Grantee also specifically acknowledges its duty to collect and remit



to the City the Chicago Transaction Tax on its lease of telecommunications lines (pursuant to Section 4.2.2), bandwidth or capacity on telecommunications lines located within the City and acknowledges its duty and obligation to comply with the ordinances of the City, including any ordinances that require the payment or collection of another City tax, (including, but not limited to, the surcharge imposed pursuant to the Emergency Telephone System Surcharge Ordinance (Chapter 189.1 of the Code, as amended), to the extent applicable) or the obtaining of any City licenses. Breaching the provisions of this subparagraph B shall be a default under this Agreement.

#### 4.2.2 Approval Needed For Lease Of Lines.

Prior approval of the Commissioner of the Department of General Services, which shall not be unreasonably withheld, is required if Grantee intends to enter into leases of individual fiber optic pairs or "dark fibers" located in whole or in part in the Public Ways to or from another Telecommunications Carrier after the date of adoption of the ordinance. The Commissioner of the Department of General Services shall cause notice to be given to the Chairman of the City Council's Committee on Streets and Alleys of any such request, the intended disposition of the matter and detail any controversy which may exist between the City and such other Telecommunications Carrier.

#### Section 4.3 Purchase Of Certain Assets.

Prior approval of the Commissioner of the Department of General Services is required if Grantee intends to purchase or otherwise acquire ownership in and include as part of its Telecommunications System, any part of a Telecommunications System owned, at present or in the future, by another Telecommunications Carrier and located in whole or in part along the Authorized Routes. The Commissioner of the Department of General Services shall cause notice to be given to the Chairman of the City Council's Committee on Streets and Alleys of any such request, the intended disposition of the matter and detail any controversy which may exist between the City and such other Telecommunications Carrier.

#### Section 5. Compensation.

##### Section 5.1 General Compensation.

Grantee agrees to pay the City as General Compensation during each Compensation Year for the use of the Authorized Routes throughout the duration of this Agreement (although subject to the City's rights of adjustment set forth in Section 2.3 hereof) a sum equal to the greater of the Minimum Annual Fee or the Annual Gross Billings Based Fee. The Minimum Annual Fee for this Grantee during the 1990 Compensation Year (after the

construction-period waiver provided in Section 5.1.4) is prorated and shall be \$\_\_\_\_\_. The Minimum Annual Fee for each Compensation Year, beginning in 1991, shall be \$128,250.66.

#### 5.1.1 Calculation And Payment On A Monthly Basis.

Grantee shall pay to the Commissioner of the Department of General Services for delivery to the Department of Revenue for each month during a Compensation Year an amount equal to the greater of:

- (a) one-twelfth (1/12) of the Minimum Annual Fee, calculated on the basis of a twelve-month Compensation Year (\$10,687.56 for this Grantee); or
- (b) estimated Annual Gross Billings Based Fee for such month.

The greater of (a) or (b) above shall be referred to as the "Monthly Payment". Grantee shall forward by check or money order an amount equal to the Monthly Payment by the fifteenth day of the calendar month immediately following the month for which such Monthly Payment is due. Any necessary prorations shall be made.

#### 5.1.2 Recalculation At End Of Compensation Year.

At the end of each Compensation Year, Grantee shall recalculate the total General Compensation actually due pursuant to Section 5.1 hereof. Such results shall be audited pursuant to Section 5.5.3 hereof. If additional amounts are due the City by Grantee, said amounts shall be paid by the fifteenth (15th) day of the second month of the Compensation Year following the Compensation Year during which such amounts were originally due. If Grantee has overpaid the City, the excess shall be taken as a credit against future compensation due the City pursuant to this Agreement. Any necessary prorations shall be made.

#### 5.1.3 Intercity Circuits.

Grantee has previously constructed and this Agreement contemplates that Grantee might construct circuits from within the City limits of the City extending to points beyond such City limits and providing point-to-point nonswitched Interexchange Telecommunications Services with no intermediate services within the City ("Intercity Circuits"). Grantee agrees to bill its customers separately for Telecommunication Services provided through Intercity Circuits. The proportion of Total Gross Billings derived from the

provision of Telecommunications Services through the use of Intercity Circuits, which shall be subject to the Annual Gross Billings Based Fee shall be based on the following allocation:

(Total Gross Billings derived from Intercity Circuit)	x	<u>(Mileage of Intercity Circuit in Chicago)</u> (Total Mileage of Intercity Circuit)
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The foregoing allocation shall be done on a circuit-by-circuit basis.

#### 5.1.4 Construction Period Waiver.

Regarding the New Footage, for a period beginning on the Initial Expiration Date of this Agreement and ending on the one hundred eightieth (180th) day thereafter, Grantee need only pay General Compensation based on the Annual Gross Billings Based Fee, to the extent of Total Gross Billings ("Waiver Period") after the Initial Expiration Date of this Agreement. This Waiver Period shall end on \_\_\_\_\_, 1990. The Waiver Period is being offered as an inducement for the Grantee to expand its Telecommunications System to include the additional approximately 6 miles of New Footage in the City. Any necessary prorations shall be made. Regarding the Existing Footage, there shall be no similar waiver, and prior to the issuance of the permit described in Section 13.01 hereof, Grantee shall be required to pay the City \$\_\_\_\_\_, representing an amount equal to the General Compensation that would have been owed the City for the Existing Footage for the period from January 23, 1990 until the Effective Date had the Effective Date of this Agreement been January 23, 1990.

#### 5.1.5 Not A Tax.

Payment by Grantee to the City of the General Compensation and other fees and compensation set forth in Section 5 in this Agreement are compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

#### Section 5.2 Additional Compensation.

As further consideration for the permission and authority granted the Grantee by this Agreement and as Additional Compensation to the City for use of the Public Ways, apart from General Compensation set forth in Section 5.1 hereof, Grantee shall provide the City with the following additional rights, privileges and compensation related to Grantee's Telecommunications System for the official use of the City:

### 5.2.1 Processing Fee.

In compensation for the approximate actual costs to the City for the efforts of City employees expended in the processing of this Agreement and the Ordinance, Grantee agrees to pay a one-time processing fee to the City of Chicago, Department of Revenue in the amount of Two Thousand Three Hundred Dollars (\$2,300.00). Such one-time processing fee shall be due and payable to issuance of the permit described in Section 13.1.

### 5.2.2 City Access To Communication Lines.

- (A) **Fiber Pairs Provided.** The Grantee shall reserve, and shall provide, as additional compensation to the City, four continuous fiber optic strands dedicated for the use by the City ("City Fibers") along any route substantially using the Public Ways where Grantee's Telecommunications System shall be installed from the date of introduction of the ordinance in the City Council approving the execution of this Agreement. The technical parameters for the City fibers shall be consistent with standards of the remainder of Grantee's network.
- (B) **Termination Points.** To the extent that the route of Grantee's communication lines passes on the Public Ways which are located directly adjacent to, above, or below parcels or properties containing buildings in which municipal offices or other municipal facilities are located, Grantee shall provide, as additional compensation herein, a single termination point for the City Fibers in up to five such buildings. Grantee shall terminate the City Fibers with "pigtailed" and connectors within the selected building at or near the building entrance point. The Commissioner of the Department of General Services shall designate, in timely fashion, the buildings to be so served and shall arrange for access for Grantee.
- (C) **Maintenance.** Grantee shall maintain the City Fibers in their original condition, ordinary wear and tear excepted. The City shall be solely responsible for the transmission of signals over the City Fibers and for out of service disruptions caused by "pigtail" or patch cord connections or transmitting equipment and for maintenance expenses related thereto. If the City Fibers are damaged by casualty, Grantee shall use its best efforts to promptly repair or replace them within twenty-four hours of such damage.
- (D) **City Use Only.** It is intended that the City shall use such facilities solely for its own internal purposes and the City shall not have the right to dedicate, assign or lease such pairs, or portions thereof, to any third party during the term of Grantee's privilege hereunder (including any renewals) without written permission of Grantee.

- (E) Abandonment by the City and First Refusal Rights. In the event that the City determines any or all of the City Fibers are no longer necessary for the City's use, it shall notify Grantee of its intent to abandon the use of such facilities, or portions thereof, and they shall be disconnected from any City communications network and returned to Grantee at Grantee's expense. In the event of Grantee's sale of its Telecommunications System, the City shall have the right of first refusal to purchase the City Fibers. The City shall also have the right to purchase the City Fibers at any time at a price in accordance with its most favored vendee status provided in Section 5.2.4 hereof.

#### 5.2.3 Municipal Service Conduit And City's Use Of Grantee's Facilities.

- (A) City's Option to Co-Locate. No less than thirty (30) days nor more than sixty (60) days prior to any making any application to initially construct and install underground conduit and telecommunication facilities pursuant to Section 7 hereof, Grantee shall give written notice to the Commissioner of the Department of General Services of the general description, general location, and purpose of such construction and installation. The City shall have the right, exercisable at any time in writing by the Commissioner of the Department of General Services within twenty (20) days after receipt of the foregoing notice to have conduit, fiber optic and/or other communications cable, fixtures and appurtenances thereto necessary for a City communications system co-located and constructed by Grantee within and/or attached to Grantee's facilities being so initially constructed or installed. Should the twenty (20) days option period pass without Grantee's receipt of such notice, Grantee may make the appropriate applications and commence construction of its facilities with no further obligation under this paragraph (A) regarding such facilities.
- (B) Cost of Co-Location. The actual additional or marginal cost of materials and labor expended by Grantee over and above that amount which Grantee would have expended solely for its own purposes shall be paid by the City. This payment may, at the option of the Commissioner of the Department of General Services, be credited against General Compensation payable by Grantee to the City pursuant to Section 5.1 hereof; provided that the maximum amount of such credit at any one time outstanding may not exceed the aggregate amounts due the City as general compensation pursuant to Section 5.1 hereof for the proceeding three months.
- (C) Internal City Use Only. It is intended that the City shall use any facilities co-located and constructed by Grantee pursuant hereto solely for its own internal purposes and the City shall not have the right during the term of Grantee's privilege hereunder (including any renewals) to sell, transfer, dedicate, assign or lease such facilities, or portions thereof, to any third party without written permission of Grantee.

- (D) **Additional Duty of Cooperation.** In addition to the other provisions of this Section 5.2.3, throughout the term of this Agreement Grantee shall provide such cooperation as the City shall reasonably request in regard to the City's location, construction, installation, maintenance and extension of a City internal communications system so long as such cooperation shall not interfere with Grantee's operations and shall not result in any material expense to Grantee.

#### 5.2.4 Most Favored Vendee Status.

During the term of this Agreement, the Grantee shall always treat the City as a "most favored vendee". In the event that the City shall desire to contract for the purchase, lease or other use of any telecommunications services, facilities or equipment provided by Grantee, or any affiliate of Grantee, Grantee shall, subject to applicable law, offer the City contract terms and conditions no less favorable (including but not limited to, rate of compensation, warranties and payment) than the most advantageous terms and conditions offered any of Grantee's customers on similar or identical transactions.

#### Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the General Compensation or the legality or provision of the Additional Compensation, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

#### Section 5.4 Other Fees.

In addition to and unrelated to the payments of the General Compensation and the provision of the Additional Compensation, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, including but not limited to inspection fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City- owned conduits as may be required by the Code.

## Section 5.5 Financial Audit.

### 5.5.1 Records.

(A) Grantee shall maintain books and records of its operations within the City to show Total Gross Billings, on a monthly basis and by service category, consistent with generally accepted accounting principles.

### 5.5.2. Annual Audit.

Annually, no later than March 30th of every Compensation Year during which this Agreement remains in force, Grantee shall supply to the Commissioner of the Department of General Services a copy of said financial statements and a certificate from an independent certified public accountant attesting to an audit showing that the amounts of compensation paid under Section 5.1 for the prior Compensation Year were in compliance with the provisions of Section 5.1 as to General Compensation. The City acknowledges that the financial statements so provided by Grantee are proprietary in nature and shall be held as confidential, subject to the provisions of Section 14.1 hereof.

### 5.5.3 City Right Of Audit.

The City reserves the right, upon ten (10) days written notice to audit and review the records serving as the basis for such audit, which records shall also be regarded as proprietary and confidential subject to the provisions of Section 14.1 hereof. In the event the independent audit ordered by the City properly determines that Grantee's General Compensation paid to the City was underpaid in the prior compensation Year by more than 5%, Grantee shall bear the cost of the City's audit.

## Section 6. Insurance And Indemnification.

### Section 6.1 Insurance And Bond Or Letter Of Credit.

On or prior to any commencement of construction of Grantee's Telecommunications System within the New Footage (as defined in Section 2.6) and in no event later than thirty (30) days following the Effective Date of this Agreement (unless such 30-day period is extended by the Commissioner of the Department of General Services) and at all times thereafter during the term of this Agreement, and thereafter during such time as may be required to remove Grantee's Telecommunications System and restore the Authorized Routes, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the following insurance coverages and a bond (or

letter of credit) covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's Telecommunications System specified below:

- (A) **Worker's Compensation and Occupational Disease Insurance.** Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois Law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.
- (B) **Commercial Liability Insurance.** Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability shall be obtained. Products/completed operation, independent contractors contractual liability, explosion, collapse and underground coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision must be approved in advance by the City Comptroller's Office of Risk Management.
- (C) **Railroad Protective Liability Insurance.** When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. A \$6,000,000 annual aggregate may apply.
- (D) **Automobile Liability Insurance.** When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.
- (E) **Surety Bond.** Grantee shall obtain a bond running to the City, which may be annually renewable or multi-year, running to the City with good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel with a minimum amount of One Hundred Fifty Thousand Dollars (\$150,000).

Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Grantee and shall insure the cost of removal, relocation or abandonment of Grantee's Telecommunications System at any time the City determines the need for removal. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of General Compensation by Grantee or for failure of provision of Additional Compensation, including principal and overdue interest, if any,



and liquidated damages, if any, in case of default and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of Grantee's failure to comply with this Agreement including, but not limited to, attorneys fees and the cost of any action or proceeding or judgment against the City, the cost of removal, relocation or abandonment of Grantee's facilities, and the cost of any auditing costs and fees. For the City to recover from the surety or from the Grantee under this section for removal, relocation, alteration, repair, maintenance or restoration of Grantee's structures, it is not necessary that the City first perform such work. The Commissioner of the Department of Public Works is hereby authorized to determine the cost of performing said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The bond shall provide and Grantee agrees that, upon receiving written notification from the Commissioner of the Department of Public Works of the reasonable cost of said removal and restoration, the Grantee and the surety shall pay said amount upon demand together with other related costs occasioned by any such default.

- (F) In lieu of the bond described in paragraph (E) of this Section 6.1, and at the request of the Commissioner of the Department of General Services, Grantee shall provide the City with a letter of credit in the principal amount of One Hundred Fifty Thousand Dollars (\$150,000). Said letter of credit shall be used to ensure the faithful performance by the Grantee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Grantee's acts or defaults under this Agreement and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's Telecommunications System. Said letter of credit shall provide that if Grantee fails to pay the City any General Compensation or provide the City with any Additional Compensation due the City within the time fixed in this Agreement; or fails to repay the City within ten (10) days any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this Agreement; or fails after three (3) days notice of such failure to comply with any provisions of this Agreement which the Commissioner of the Department of General Services reasonably determines can be remedied by a draw on the letter of credit, the City can immediately request payment of the amount thereof, with interest and penalties, if any, from the letter of credit. Upon such request for payment, the City shall notify the Grantee of the amount and date thereof. If amounts are drawn under the letter of credit, Grantee shall take such actions as may be necessary to maintain such letter of credit at full amount within three (3) days of notification by the City of its

withdrawal against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any other rights it may have pursuant to this Agreement or under law.

#### Section 6.2 Qualified Companies.

The Bond (or the letter of credit) and all insurance policies called for in this Agreement shall be issued by companies or financial institution authorized to do business in Illinois and satisfactory to the City Comptroller, the bond (or the letter of credit) shall be in form and substance satisfactory to the Corporation Counsel and the City Comptroller's Office of Risk Management and each insurance policy shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy and the bond (or letter of credit) shall contain a covenant or endorsement of the surety (or the issuer of the letter of credit) or the insurer, as the case may be, to provide sixty (60) days written notice by registered mail of such insurer or surety's (or issuer's) intention to terminate, substantially change, or not to renew such bond (or letter of credit) or policy to both the City Comptroller's Office of Risk Management and the Grantee and the Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of replacement bond (or letter of credit) or replacement policies prior to the proposed effective date of such termination, substantial change or nonrenewal. Failure to carry or keep such insurance and bond (or letter of credit) in force throughout the period set forth in Section 6.1 shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, any bond issued in satisfaction of paragraph (E) of Section 6.1 shall provide that termination, nonrenewal or substantial change of such bond shall not become effective until a replacement bond has been approved by the City Comptroller's Office of Risk Management and the Corporation Counsel and coverage thereunder has begun. Any letter of credit provided the City in satisfaction of paragraph (F) of Section 6.1 shall provide that, upon notice of termination, nonrenewal or substantial change, the City shall be entitled to draw thereon prior to the effective date of such termination, nonrenewal or substantial change unless a replacement letter of credit had been approved by the City Comptroller's Office of Risk Management and the City's Corporation Counsel prior to such effective date. The City also reserves the right to stop any work related to Grantee's Telecommunications System until proper evidence of insurance and bond (or letter of credit) is furnished.

#### Section 6.3 Right To Require Replacement Of Bond (Or Letter Of Credit) Or Insurance.

If the financial condition of any bonding or insurance company (or letter of credit issuer) issuing a performance bond (or letter of credit) or insurance policy pursuant to Section 6 materially and adversely changes, the City may, at any time, require that any such bond (or letter of credit) or insurance policy be replaced with such other bond (or letter of credit) or insurance policy consistent with the requirements set forth in this Section.

#### Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the bond (or letter of credit) or insurance policies referred to herein or replace or cancel said bond (or letter of credit) or insurance policies without prior approval of the City Comptroller's Office of Risk Management.

#### Section 6.5 City Comptroller's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum limits of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum limits.

#### Section 6.6 No Excuse From Performance.

None of the provisions contained herein nor the bond (or letter of credit) or any of the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of Grantee under this Agreement for any and all damages in excess of the amounts of such performance bond (or letter of credit) or insurance policies.

#### Section 6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Sections 6.1 of this Agreement and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

#### Section 6.8 Indemnity.

Grantee shall be responsible for the support, safety and protection of its Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and

employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, losses, damages (whether such claims, losses, and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this agreement and Grantee's installation, construction and maintenance and operation of its Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee expressly understands and agrees that the bond or insurance required by this Agreement shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this Section. Indemnified expenses shall include, but not be limited to, all out-of-pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City. The obligations set forth in this Section 6.8 shall survive termination or revocation of this Agreement. This Section 6.8 shall not act as a limitation in the City's ability to seek remedies against DIGINET in the event Grantee is unable to fully indemnify the City pursuant to this Section 6.8.

#### Section 7. Construction And Installation Of Grantee's Telecommunications Systems.

##### Section 7.1 Approval Of Specific Location.

No later than three (3) months after the Initial Expiration Date of this Agreement, Grantee shall place on file for approval with the Commissioner of the Department of Public Works prints, maps and plans showing the exact proposed location of each telecommunications facility to be installed on the Authorized Routes comprising part of Grantee's Telecommunications System (or if a component system, of the portion of Grantee's Telecommunications System set forth in Exhibit 1 as Phase I) and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule by utility quarter. Deviation from previously approved prints, maps, plans and construction schedules must also be submitted in a timely manner by Grantee for approval to the Commissioner of the Department of Public Works. Similar information shall be filed with the Commissioner of the Department of Public Works for approval prior to the issuance of a permit for any proposed extension, reduction or removal of any of portion of Grantee's Telecommunications System along the Authorized Routes (or, if a component system, prior to the installation or construction of the applicable phase along the Authorized Routes).

## Section 7.2 Construction Requirements And Standards.

### 7.2.1 In General.

Grantee shall construct, install, maintain and operate its Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state, City and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

### 7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

- (A) UL Code (latest edition);
- (B) Applicable provisions of the Municipal Code of Chicago;
- (C) Written standards of the Department of Public Works or the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Telecommunications System.

### 7.2.3 Construction And Installation Procedures.

Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of the Department of Public Works for review and approval prior to commencement of construction of Grantee's Telecommunications System and shall be modified as said Commissioner may require in the interest of public safety.

### 7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of the Department of Public Works "as built" drawings of the portions of Grantee's Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of the Department of Public

Works within sixty (60) days after completion of construction of such portions. Grantee shall update such drawings within sixty (60) days whenever material changes are made to Grantee's Telecommunications System which impact the Public Ways. Said drawings, set forth by utility quarter sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points. The City acknowledges that, subject to the provisions of Section 14.1 hereof, said drawings are proprietary in nature and shall be held as confidential as to third parties.

#### 7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

#### 7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner. If Grantee is using existing conduit owned by any other party, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning such conduit and any applicable tariffs.

#### 7.2.7 Adjoining Property Owners.

All of Grantee's Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

#### 7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or

reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of the Department of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

#### 7.2.9 Electrical Permit.

All installation work for Grantee's Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 86 of the Code.

#### Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner, rebuild, restore and repair such Public Ways, including any cartways or sidewalks, or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

#### Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

#### Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Public Works as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this Agreement from other applicable City departments as applicable (such as the Streets and Sanitation Department and the Building Department) in a timely fashion when and as required.

## Section 8. Inspection And Physical Audit.

### Section 8.1 Inspection.

The City reserves the right to make, at any time after the Initial Expiration Date of this Agreement and throughout the duration of this Agreement, physical on-site inspections of Grantee's Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and the "as built" drawings required by Section 7.2.4 which Grantee shall update quarterly or indicate "no change", as the case may be, and submit to the City at the time of Grantee's March, June, September and December payments. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's Telecommunications System located in the Public Ways. Grantee will also submit a quarterly, cumulative summary of the total number of cables installed to date, their installed lengths and the total number of fiber pairs included therein. The City acknowledges that, subject to the provisions of Section 14.1 hereof, said summaries provided by Grantee are proprietary in nature and shall be held as confidential as to third parties.

### Section 8.2 Physical Audit.

#### 8.2.1 Audit By Engineer.

Grantee shall employ an independent engineer or firm of engineers reasonably selected by Grantee and approved by the City (the "Engineer") to perform an annual physical audit of Grantee's Telecommunications System at the end of each Compensation Year. The Engineer shall conduct such audit to review all of the factors described in Section 8.1 and shall also report as to the accuracy of the information contained in the quarterly summaries submitted by Grantee as described above. Such audit report shall be certified by the Engineer and a copy of such certified audit report shall be submitted to each of the Departments of General Services and Public Works no later than June 30th of the Compensation Year immediately succeeding the Compensation Year for which the audit was conducted beginning in 1991.

#### 8.2.2 Discrepancies.

If the Engineer determines in any annual audit that a documented material discrepancy existed as of the date of such audit between its findings and the summaries and other materials submitted to the City on a quarterly basis as aforesaid, Grantee shall pay within ten (10) days of release of said audit the sum of any underpayment which as resulted from the discrepancy (plus interest as specified in Section 11).



### 8.2.3 Challenges To Physical Audit.

In the event that Grantee shall challenge the findings of the Engineer's annual physical audit or the Commissioner of the Department of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Telecommunications System or the Commissioner of the Department of Public Works reasonably believes there is a material discrepancy between the certified results of the Inspector's physical audit and the size, location or nature of Grantee's installed Telecommunications System, then the City may send its own personnel or hire a second engineering firm of the City's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits by the City's Inspector to be performed during any Compensation Year. If the City's Inspector determines in said audit that a material discrepancy exists between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City pursuant to Sections 7.2.4 and 8.1, Grantee shall be given written notice of said discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of the Department of Public Works reasonably determines the existence of said discrepancy after follow-up inspection by the City's Inspector, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest and/or liquidated damages, if applicable, as set forth in Section 11), and pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of the Department of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

### Section 8.3 Trespassing Facilities.

Any portion of Grantee's Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City the Commissioner of the Department of Public Works shall have the following options:

- (A) Order the immediate removal of the Trespassing Facilities from the Public Ways;
- (B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof;
- (C) Seek other remedies available to the City under the Code, this ordinance or under Illinois law;

provided, that the Commissioner of the Department of Public Works shall waive for a period of thirty (30) days any such penalty in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this Agreement. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of the Department of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

#### Section 9. Chicago Freight Tunnels.

##### Section 9.1 In General.

It is acknowledged that the Chicago Freight Tunnels are a unique environment for the use of telecommunications facilities and space therein may in the future become a scarce resource. In order to preserve the availability of the Chicago Freight Tunnels for future grantees and permittees, the Grantee may be required to restrict the size of the conduit or facilities the Grantee constructs or installs therein. Such restrictions shall be set forth by the Commissioner of Public Works in published standards. The City reserves the right to impose additional fees specifically for the use of the Chicago Freight Tunnels not otherwise described in this Agreement, so long as such fees are nondiscriminatory and reasonable. Subject to reasonable restrictions and availability of space as may be established by the City's Department of Public Works, Grantee shall be entitled to use the Chicago Freight Tunnels within the Authorized Routes for its Telecommunications System on the same basis as other grantees and permittees authorized to use the Chicago Freight Tunnels.

##### Section 9.2 Tunnel Agreement Required.

Grantee shall enter into such agreements as may be required regarding the sharing in maintenance, inspection, insurance and other related expenses of improving and maintaining any part of the Chicago Freight Tunnels encompassing one of the Authorized Routes. Any such agreements shall be subject to approval by the Commissioner of the Department of Public Works. Any disputes as to such agreement shall be resolved by the Commissioner of the Department of Public Works whose decision shall be final.

##### Section 9.3 No City Obligation.

The City will not be obligated to pay any amounts to Grantee for any cost of preparation or making improvements to the Authorized Routes within the Chicago Freight Tunnels and Grantee expressly waives any right to any such contributions. Any use of the Chicago

Freight Tunnels shall be solely at Grantee's risk and the City shall not be liable in any way therefore.

#### Section 9.4 Maintenance.

Grantee further agrees to maintain in conjunction with other users those portions of the Chicago Tunnel System through which Grantee's System is placed or operates, or which is affected directly or indirectly by such operations, if any, free of hazards to the City and Grantee's personnel and will keep said tunnels passable for purposes of inspection by City personnel.

The privilege granted herein shall be maintained and used in accordance with this Agreement, any tunnel agreement to which Grantee is a party and any restrictions on the use of the Chicago Freight Tunnels established by the Commissioner of the Department of Public Works.

#### Section 10. Revocation Or Termination Of Privileges.

##### Section 10.1 Basis For Revocation.

Subject to the provisions of Sections 10.2 and 10.3 of this Agreement, the permission and authority granted by the City to Grantee to use the Authorized Routes for its Telecommunications System pursuant to the ordinance may be revoked by the City Council (upon referral from the Mayor or on its own motion) whenever any of the following occur:

- (A) Grantee fails to comply with the conditions of occupancy of the Public Ways set forth herein or in the Municipal Code of Chicago;
- (B) Grantee substantially violates other material terms of this Agreement;
- (C) Grantee practices fraud and deceit upon the City or its customers, including the intentional or reckless installation of Trespassing Facilities, or fails to proceed with due diligence in constructing Grantee's Telecommunications System;
- (D) Grantee fails to provide or pay any material portion of the General Compensation or Additional Compensation owed the City when due;
- (E) Grantee fails to furnish an audit when due or fails to cooperate with the reasonable requests by City officials for information or for inspection;

- (F) Grantee becomes insolvent, or unable or unwilling to pay its uncontested debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws.

#### Section 10.2 Corrective Period.

In the event that the Commissioner of the Department of General Services believes that grounds for revocation exist or have existed, the Commissioner of the Department of General Services shall notify the Grantee in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond Grantee's control pursuant to Section 11.5 hereof, the Commissioner of the Department of General Services shall thereupon refer the matter to City Council. Upon good cause, the thirty (30) day correction period shall be extended for such reasonable time as the Commissioner of the Department of General Services shall determine. Such good cause must be detailed in writing to the Commissioner of the Department of General Services within five days prior to the lapse of the thirty (30) day correction period.

#### Section 10.3 Prior Notice And Hearing.

The City Council shall not repeal the ordinance until it has given notice to the Grantee that it proposes to take such action and the grounds therefor. Further, the City Council shall not repeal the ordinance and the rights granted herein until the Grantee has had a reasonable opportunity to be heard before the City Council.

#### Section 10.4 Early Termination By Grantee.

Grantee may request early termination of its privilege to use the Public Ways granted pursuant to this Agreement ("Early Termination"). In order for Grantee to be released pursuant to Early Termination from its obligation to pay General Compensation pursuant to Section 5.1 hereof, Grantee must satisfy the following prior conditions:

- (1) Grantee must provide to the Commissioner of the Department of General Services written notice of its request to exercise Early Termination and must propose a date, which can be no earlier than six (6) months after the date of said written notice (the "Proposed Early Termination Date") on which such obligation to pay general compensation shall cease;

- (2) Grantee shall be obligated to continue to pay, and shall pay General Compensation as required by Section 5.1 hereof for the period up to the Proposed Early Termination Date;
- (3) Grantee shall have fully complied with Section 10.5 hereof; and
- (4) Arrangements satisfactory to the City shall have been made for the disposition or transfer of City Fibers described in Section 5.2 hereof so as not to cause disruption of the City's internal communications network.

In the event that Grantee satisfies all of the foregoing conditions, Grantee shall be entitled to cease paying General Compensation on and after the Proposed Early Termination Date. Notwithstanding the foregoing, the obligations of Grantee as to a performance bond shall extend until satisfaction of Section 10.5.1 by Grantee and the obligations of Grantee with respect to indemnification of the City set forth in Section 6.8 shall survive any such release.

#### Section 10.5 Removal Or Abandonment Of Grantee's Telecommunications System.

##### 10.5.1 Removal By Grantee.

Upon revocation or termination of the privilege herein granted, subject to the provisions of Section 10.4(4) regarding transfer or disposition of the City Pairs, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Public Works and in accordance with this Agreement and the Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of the Department of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

##### 10.5.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.5.1, the City may remove or cause the removal of Grantee's Telecommunications System provided, however, that the City shall be reimbursed for the total costs of such removal to the extent that such costs exceed the amount of the performance bond set forth in Section 6 of this Agreement.

Section 11. Sanctions.

Section 11.1 Material Underpayment Or Nonpayment.

In the event the independent audit provided for in Section 5.5 determines that Grantee made underpayments in any month which exceeded ten percent (10%) of the amount due in said month, or in the event Grantee fails to make any payment on the date due, Grantee shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred fifty percent (150%) of the corporate base rate as computed daily by the First National Bank of Chicago. Interest on the entire sum originally due shall accrue from the date on which the original payment should have been made.

Section 11.2 Liquidated Damages.

The parties agree that the events set forth below will result in damages that will be impracticable or difficult to ascertain. Subject to the provisions of Sections 11.4 and 11.5, Grantee therefore agrees to pay the City the sum of Six Thousand Dollars (\$6,000) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

- (A) Installation of "Trespassing Facilities" as defined in Section 8.4 of this Agreement;
- (B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Public Works or the Building Department;
- (C) Failure to remove, modify, replace or relocate facilities within the permitted time (and granted extensions) after a notice from the Commissioner of the Department of Public Works to remove or relocate such facilities pursuant to Section 3.3 or Section 10.5.1.

Section 11.3 Notice Of Violation.

If the Commissioner of the Department of General Services has reason to believe that Grantee is in violation of this Agreement said Commissioner shall notify Grantee in writing of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, Grantee shall respond in writing to the Commissioner of the Department of General Services regarding such notice of violation with supporting documentation that such violation did not occur or was beyond Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30)

day period; provided, however, that the Commissioner of the Department of General Services may determine that the violation is of such a serious nature that a lesser period for remedying the violation is warranted. If Grantee cannot reasonably remedy the violation within the time period specified and so informs said Commissioner, said Commissioner may extend the time permitted for remedying the violation provided Grantee informs said Commissioner on a regular basis of the steps being taken to remedy the violation.

#### Section 11.4 Notice Of Assessment.

If within thirty (30) days of its receipt of notice of the violation pursuant to Section 11.3 of this Agreement, Grantee fails to submit a written response contesting the notice of violation or, if after requesting an opportunity to be heard, Grantee fails to prove in said hearing that such violation did not occur or was beyond its control or if Grantee fails to remedy the violation within any cure period under this Agreement or any extensions thereto, the Commissioner of the Department of General Services, after considering all relevant factors, may impose upon Grantee, liquidated damages or other monetary sanctions from the date of notice of violation in accordance with Sections 11.1 and 11.2 of this Agreement and shall provide Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date of at least fifteen (15) days after receipt of such notice upon which payment for the violation is due.

#### Section 11.5 Act Or Omission Beyond Grantee's Control.

Grantee shall not be subject to the imposition of liquidated damages and other monetary sanctions referred to herein for any act or omission if such act or omission was beyond Grantee's control, including but not limited to, events described in Section 15.6 hereof. An act or omission shall not be deemed to be beyond Grantee's control solely because it was committed, omitted or caused by an Affiliate involved in constructing, installing, maintaining or operating Grantee's Telecommunications System within the City of Chicago. The inability of Grantee to obtain financing and the misfeasance or malfeasance of its officers, directors, employees or agents shall not be deemed an act or omission beyond Grantee's control.

#### Section 11.6 Other Rights Of City.

The right of the Commissioner of the Department of General Services to impose upon Grantee liquidated damages and other monetary sanctions pursuant to Sections 11.1 and 11.2 hereof shall be in addition to any other rights or remedies the City has under this Agreement, the Code or other applicable laws including the right of revocation pursuant to Section 10 of this Agreement.

#### Section 11.7 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights regarding subsequent violations of this Agreement.

#### Section 12. Most Favored Nations.

The City Council may authorize another Telecommunications Carrier to construct, install, operate and maintain a Telecommunications System in the Public Ways of the City in order to offer Telecommunications Services for profit to more than a single customer pursuant to an ordinance or agreement authorized by ordinance, including any modifications of an existing ordinance or agreement, containing compensation terms which would, if applicable to Grantee's situation and if applied to Grantee, result in Grantee paying less total annual compensation than the compensation to be paid by Grantee pursuant to Section 5 of this Agreement (said ordinance and/or agreement shall be referred to collectively as an "Alternative Agreement"). In such event, Grantee shall have the option, exercisable in writing within ninety (90) days after adoption of the Alternative Agreement, to replace the compensation terms stated in Section 5 of this Agreement with the compensation terms set forth in the Alternative Agreement which are applicable to Grantee's situation. Grantee shall notify the Commissioner of the Department of General Services in writing of Grantee's election to accept such substitute compensation terms pursuant to an agreement amending or replacing this Agreement (the "Amending Agreement"). Notwithstanding anything to the contrary, Grantee's option to elect to substitute compensation pursuant to this Section 12 shall not provide any retroactive credit for compensation already paid to the City pursuant hereto and shall be conditioned on the acceptance by Grantee in the Amending Agreement of such other standard provisions of the Alternative Agreement as the Commissioner of the Department of General Services shall reasonably require in the interest of fairness and uniformity.

#### Section 13. Conditions Precedent.

##### Section 13.1 Permit.

The permission and authority herein granted shall not be exercised until (i) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (ii) the surety bond (or letter of credit) required by Section 6 is submitted to and approved by the City Comptroller's Office of Risk Management and the City's Corporation Counsel, (iii) payment of the fee referred to in Section 5.2.1 and the back compensation referred to in Section 5.1.4 has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of



term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of General Services.

#### Section 13.2 Filing Of Agreement.

Prior to issuance of the permit provided in Section 13.1, the Grantee shall execute this Agreement and a copy thereof shall be filed with the City Clerk.

#### Section 14. Confidentiality.

##### Section 14.1 Confidentiality.

Subject to the provisions of Mayoral Executive Order 89-1 and the Illinois Freedom of Information Act, Ill. Rev. Stat. Ch. 116, Para. 201 et seq. (1989), any customer lists or leases "as built" drawings or other similar information properly designated by Grantee to be "confidential" provided to the City or its constituent departments shall be regarded as proprietary and confidential as to third parties. The foregoing shall not apply to any information which the City can reasonably demonstrate is in the public domain through no breach of this Agreement by the City. In the event that a third party (not under the control of either Grantee or the City), shall request disclosure of any such confidential information from the City in accordance with the Mayoral Executive 89-1 or the Illinois Freedom of Information Act, the City shall confer with Grantee as to whether Grantee authorizes release of such information. In the event that Grantee wishes to continue to preserve the confidential nature of such information, and the City has no reason to believe that such information is not protected from disclosure pursuant to the Illinois Freedom of Information Act or Mayoral Executive Order 89-1, then the City shall not release such confidential information in the absence of a court order; provided that Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys' fees) which the City may sustain or become liable for which arises from any action to require disclosure of information designated by Grantee to be confidential. In the event that the City is presented with a subpoena duces tecum regarding any documents or information properly designated confidential by Grantee which may be in the City's possession by reason of this Agreement, the City shall give notice to Grantee (unless subpoena duces tecum prevents the City from providing such notice) with the understanding that Grantee shall have the opportunity to contest such process by any means available to it before such documents or information required to be submitted by the City to a court or other third party.

In the event that the Grantee shall not elect to undertake appropriate legal proceedings to prevent such disclosure of information designated as "confidential", Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys' fees) which such Indemnified Parties may sustain or become liable for which arises from any action to require disclosure of such information or resulting from any such disclosure.

Section 15. Special Conditions And Representations.

Section 15.1 No Recourse.

Except as expressly provided in this Agreement or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this Agreement or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this Agreement. The City makes no warranty as to the scope or effectiveness of the dedication of any part of the Public Ways through which the Authorized Routes may run. Furthermore, any such grant is subject to such restriction as may exist, now or in the future under the laws of the State of Illinois and the United States of America. Grantee agrees to this Agreement relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under the Agreement.

Section 15.2 No Inducement.

Grantee acknowledges that it has not been induced to execute this Agreement by any promise, verbal or written, by or on behalf of the City, or by any third person regarding any term or condition of this Agreement not expressed herein. Grantee further states that no such promise has been made to any City employee in regard to the grant of these rights.

Section 15.3 Acceptance And Acknowledgment.

Grantee acknowledges that it has carefully read, understands and accepts without reservation the obligations imposed by the terms and conditions herein. Grantee further accepts the validity of the terms and conditions of this Agreement and will not, at any time, proceed against the City in any claim or proceeding challenging any term or provision of this Agreement.

Section 15.4 Conflict Of Interest.

To the best knowledge of Grantee, no member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government has any personal, financial or economic interest, direct or indirect, in this Agreement or any subcontract resulting therefrom.

#### Section 15.5 Compliance With Applicable Laws.

Grantee agrees that in constructing, installing, operating and maintaining its Telecommunications System, Grantee shall comply with all applicable laws and regulations of the United States and its agencies, the State of Illinois and its agencies, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws, regulations, ordinances and executive orders shall be considered part of this Agreement as set forth herein.

#### Section 15.6 Force Majeure.

Grantee shall not be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond Grantee's control and any such delay or failure to perform shall not be deemed to be a violation of this Agreement. In the event that the delay in performance or failure to perform affects only part of Grantee's capacity to perform its obligations under this Agreement, Grantee shall perform such obligations to the extent it is able to do so in as expeditious a manner as possible. Grantee shall promptly notify the Commissioner of the Department of General Services or the Commissioner of the Department of Public Works, as appropriate, in writing of an event covered by this section and the date, nature and cause thereof. Furthermore, Grantee, in such notice, shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby. The provisions of this Section 15.6 shall not excuse Grantee's failure to pay General Compensation when due pursuant to Section 5.1.

#### Section 16. General Provisions.

##### Section 16.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

##### Section 16.2 Descriptive Headings.

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

### Section 16.3 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

Dignet Communications,  
Incorporated-Midwest  
222 East Erie Street  
Milwaukee, Wisconsin 53202  
Attention: President

(ii) If To The City:

Department of General Services  
City of Chicago  
320 North Clark Street, Room 502  
Chicago, Illinois 60602  
Attention: Commissioner

or to such other parties of other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Agreement.

### Section 16.4 Invalidity.

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

### Section 16.5 Parties.

Except where the context would require a different meaning, all references to Grantee or the City include each of its and their officials, officers, directors, employees, shareholders, agents, successors, beneficiaries, permitted assigns, legal representatives and Affiliates. No member, individually or collectively, of the City Council or agent or employee of the City and no officer or director of Grantee incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of Grantee, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to

this Agreement, do however, by execution thereof, warrant their authority to sign this Agreement.

#### Section 16.6 Choice Of Forum.

Any legal action regarding this Agreement shall be brought in the appropriate court located in Chicago, Illinois. The parties hereby submit to the personal jurisdiction and venue of such courts located in Chicago, Illinois for the purpose of enforcing the provisions of this Agreement.

#### Section 16.7 Waiver.

Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by the appropriate City officials making the waiver. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

#### Section 16.8 Amendment.

No revision, modification, or amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the City and Grantee. Typographical errors may be corrected or other minor changes made to this Agreement if those corrections are initialed by the party to be bound.

#### Section 17. Execution Of Copies.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf as of the date first written by its Mayor, its Commissioner of the Department of General Services and its Commissioner of the Department of Public Works and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written.

7/31/90

REPORTS OF COMMITTEES

19609

(Seal)

City of Chicago

Attest:

By: \_\_\_\_\_  
Title: Mayor, City of Chicago

\_\_\_\_\_  
City Clerk, City of Chicago

By: \_\_\_\_\_  
Title: Commissioner of the  
Department of General  
Services

Reviewed As To Form  
And Legality:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Title: Commissioner of the  
Department of Public Works

Dignet Communications, Inc.-  
Midwest

By: \_\_\_\_\_  
Title: President

Attest:

\_\_\_\_\_

[Exhibit 2 attached to this Agreement printed  
on page 19622 of this Journal.]

Exhibit 1 attached to this Agreement reads as follows:

*Exhibit 1.*

Grantee's system within the public ways of the City of Chicago shall run for a distance of no more than 38,658 lineal feet or approximately 7.32 miles within the City limits of the City of Chicago.

The exact locations of each component of Grantee's Telecommunications System shall be presented to and reviewed by the Department of General Services and the Department of Public Works on an on-going basis prior to construction as Grantee files for construction permits and constructs its Telecommunications System and construction permits shall be issued by the Department of Public Works specifying the exact locations of Grantee's Telecommunications System.

Grantee's authorized system shall consist of two components which are described as follows:

- I. Existing Footage. A Telecommunications System originating at 600 West Grand Avenue and continuing along and inside right-of-way of the Chicago and Northwestern Railroad under/over the following intersections in the public ways of the City:
  - a. Beginning at a point 18 feet west of the west tracks of the Chicago and North Western Railroad and at the center line of West Devon Avenue continuing in a southerly direction along and inside the right-of-way of the Chicago and Northwestern Railroad to Rogers Avenue.
  - b. Rogers Avenue T. 40 N. -- R. 13 E. Section 9, beginning at a point 23 feet north of the center line of Rogers Avenue and 34 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad a point 23 feet south of the center line of Rogers and 34 feet west of the southwest tracks of the Chicago and Northwestern Railroad.
  - c. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
  - d. Bryn Mawr Avenue T. 40 N. -- R. 13 E. between Sections 3 and 10, across the extension of Bryn Mawr Avenue beginning at a point 50 feet north of

the center line of Bryn Mawr Avenue and 18 feet west of the center of the west tracks of the Chicago and Northwestern Railroad, to a point 50 feet south of the center line of Bryn Mawr and 18 feet west of the tracks' center line.

- e. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- f. Elston Avenue T. 40 N. -- R. 13 E. Section 10, on top of the railroad bridge at Elston Avenue, beginning at a point 42 feet north of the center line of Elston Avenue and 16 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad to a point 37 feet south of the center line of Elston and 16 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad.
- g. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- h. North Kostner Avenue T. 40 N. -- R. 13 E. Section 15, 115 feet beginning at a point 70 feet west of the center line of Kostner and 29 feet northeast of the northeast tracks of the Chicago and Northwestern Railroad to a point 45 feet east of the center line of Kostner and 29 feet northeast of the center line of the northeast tracks of the Chicago and Northwestern Railroad.
- i. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- j. North Keeler Avenue T. 40 N. -- R. 13 E. Sections 15 and 22, 150 feet to the railroad bridge above the existing clearance over North Keeler Avenue beginning at a point 75 feet northwest of the center line of Keeler and 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 75 feet southeast of the center line of Keeler and parallel to the track.
- k. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- i. Irving Park Road T. 40 N. -- R. 13 E. Sections 15 and 22, 207 feet to the Railroad Bridge above the existing clearance over Irving Park Road beginning at a point 100 feet northwest of the center line of Irving Park and 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad.
- m. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.



- n. Addison Street T. 4 N. -- R. 13 E. Section 23, 147 feet to the railroad bridge above the existing clearance at Addison Street beginning at a point 73 feet northwest of the center line of Addison and 7 feet northeast of the center line of the northeast Chicago and Northwestern tracks and attached to the bridge along to a point 74 feet northeast of the center line of Addison and parallel to the Chicago and Northwestern Railroad.
- o. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- p. Kimball Avenue T. 40 N. -- R. 13 E. Section 23, 110 feet, 4 feet deep beneath Kimball Avenue beginning at a point 55 feet southwest of the center line of Kimball and 8 feet southwest of the center line of the Chicago and Northwestern Railroad southwest tracks and to a point 55 feet southeast of the center line of Kimball and parallel to the track.
- q. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- r. Kedzie and Belmont Avenues T. 40 N. -- R. 13 E. Sections 23, 24, 25 and 26, 413 feet to the railroad bridges above the existing clearance over Kedzie and Belmont Avenues beginning at a point 60 feet southwest of the center line of Kedzie and 7 feet southwest of the center line of the southwest Chicago and Northwestern tracks and attaching to the bridge along to a point 71 feet southeast of the center line of Belmont and parallel to the track.
- s. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- t. Sacramento Avenue T. 40 N. -- R. 13 E. Section 25, 118 feet to the railroad bridge above the existing clearance over Sacramento Avenue beginning at a point 59 feet southwest of the center line of Sacramento and 7 feet southwest of the center line of the southwest track of the Chicago Northwestern Railroad and attaching to the bridge along to a point 59 feet southeast of the center line of Sacramento and parallel to the track.
- u. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- v. Francisco and Wellington Avenues T. 40 N. -- R. 13 E. Section 25, around an abandoned underpass southwest of the intersection of North Francisco Avenue and Wellington Avenue and southwest of the Chicago and Northwestern Railroad tracks, beginning at a point 9 feet southwest of the southwest wing wall and 34 feet southwest of the center line of the southwest track of the Chicago Northwestern Railroad parallel to the tracks to a point 20 feet southeast of the southeast wing wall.

- w. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- x. North California Avenue T. 40 N. -- R. 13 E. Section 25, 118 feet to the railroad bridge above the existing clearance over North California Avenue beginning at a point 48 feet west of the center line of California and 7 feet southwest of the center line of the southwest Chicago Northwestern Railroad tracks attaching to the bridge along to a point 70 feet east of the center line of California and parallel to the track.
- y. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- z. Diversey Avenue T. 40 N. -- R. 13 E. Section 25, 147 feet to the railroad bridge above the existing clearance over Diversey Avenue beginning at a point 73 feet west of the center line of Diversey and 7 feet southwest of the center line of the southwest Chicago Northwestern Railroad tracks attaching to the bridge along to a point 74 feet east of the center line of Diversey, 7 feet parallel to the track.
- aa. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ab. West Logan Boulevard T. 40 N. -- R. 14 E. Section 30, 157 feet to the railroad bridge above the existing clearance over West Logan Boulevard beginning at a point 78 feet west of the center line of Logan and 10 feet southwest of the centerline of the southwest tracks of the Chicago Northwestern Railroad and attaching to the bridge along to a point 77 feet east of the center line of Logan and parallel to the tracks.
- ac. Continuing along and inside of the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ad. Fullerton Avenue T. 40 N. -- R. 14 E. Sections 30 and 31, 153 feet to the railroad bridge above the existing clearance over Fullerton Avenue beginning at a point 76 feet west of the center line of Fullerton and 7 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 77 feet east of the center line of Fullerton and parallel to the tracks.
- ae. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- af. Damen Avenue T. 40 N. -- R. 14 E. Section 31, beginning at a point 52 feet west of the center line of Damen and 7 feet southwest of the center line of the southwest tracks of the Chicago Northwestern Railroad and attaching to the railroad bridge over Damen Avenue along to a point 52 feet east of the center line of Damen parallel to the Chicago and Northwestern Railroad tracks.

- ag. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ah. Webster Avenue T. 40 -- R. 14 E. Section 31, 102 feet beginning at a point 51 feet west of the center line of Webster and 7 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad to a point 51 feet east of the center line of Webster and parallel to the track.
- ai. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- aj. West Armitage Avenue T. 40 N. -- 14 E. Section 31, 140 feet on top of the railroad bridge above the existing clearance over West Armitage Avenue beginning at a point 70 feet west of the center line of Armitage and southwest of the center line of the Chicago Northwestern tracks and on top of the bridge along to a point 70 feet east of the center line of Armitage and parallel to the track.
- ak. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- al. Cortland Street T. 40 N. -- 14 E. Sections 31 and 32, 242 feet to the railroad bridge above the existing clearance over Cortland Street beginning at a point 121 feet west of the center line of Cortland and southwest of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 121 feet east of the center line of Cortland and parallel to the track.
- am. Continuing along and inside of the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- an. North Avenue T. 40 N. -- R. 14 E. Section 32 and T. 39 N. -- R. 14 E. Section 5, 82 feet on top of the railroad bridge above the existing clearance over North Avenue beginning at a point 41 feet north of the center line of North Avenue and west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 41 feet south of the center line of North Avenue and parallel to the tracks.
- ao. Continuing along and inside of the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ap. Division Street T. 39 N. -- R. 14 E. Section 5, 110 feet, on top of the railroad bridge above the existing clearance over Division Street beginning at a point 55 feet north of the center line of Division and 13 feet west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 55 feet south of the center line of Division and parallel to the tracks.

- aq. Continuing along and inside of the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ar. Augusta Boulevard T. 39 N. -- R. 14 E. Section 5, 120 feet on top of the railroad bridge above the existing clearance over Augusta Boulevard beginning at a point 60 feet north of the center line of Augusta and 8 feet west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 60 feet south of the center line of Augusta and parallel to the tracks.
- as. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- at. Racine Avenue T. 39 N. -- R. 14 E. Section 5, 58 feet on top of the railroad bridge above the existing clearance over Racine Avenue beginning at a point 29 feet west of the center line of Racine Avenue and 7 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 29 feet east of the center line of Racine and parallel to the tracks.
- au. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- av. Elston Avenue T. 39 N. -- R. 14 E. Section 5, 88 feet on top of the railroad bridge above the existing clearance over Elston Avenue beginning at a point 44 feet west of the center line over Elston and 8 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 44 feet east of the center line of Elston and parallel to the tracks.
- aw. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- ax. May Street T. 39 N. -- R. 14 E. Section 5, 40 feet on top of the railroad bridge above the existing clearance over May Street beginning at a point 20 feet west of the center line of May and 8 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 20 feet east of the center line of May and parallel to the tracks.
- ay. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- az. Ogden Avenue T. 39 N. -- R. 14 E. Section 5, 112 feet on top of the railroad bridge above the existing clearance over Ogden Avenue beginning at a point 56 feet west of the center line over Ogden Avenue and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 56 feet east of the center line of Ogden and parallel to the tracks.

- ba. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bb. Sangamon Street T. 39 N. -- R. 14 E. Section 5, 160 feet on top of the railroad bridge above the existing clearance over Sangamon Street beginning at a point 80 feet west of the center line over Sangamon and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 80 feet east of the center line of Sangamon and parallel to the tracks.
- bc. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bd. Chicago Avenue T. 39 N. -- R. 14 E. Sections 5 and 8, 139 feet on top of the railroad bridge above the existing clearance over Chicago Avenue beginning at a point 69 feet west of the center line of Chicago Avenue south of the center line of the Chicago and Northwestern Railroad tracks attaching to the bridge along to a point 70 feet east of the center line of Chicago Avenue and parallel to the tracks.
- be. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bf. Superior Street T. 39 N. -- R. 14 E. Section 8, 83 feet to the railroad bridge above the existing clearance over Superior Street beginning at a point 41 feet west of the center line of Superior Street south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 42 feet east of the center line of Superior and parallel to the tracks.
- bg. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bh. Huron Street T. 39 N. -- R. 14 E. Section 8, 84 feet to the railroad bridge above the existing clearance over Huron Street beginning at a point 42 feet west of the center line of Huron Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 42 feet east of the center line of Superior Street and parallel to the tracks.
- bi. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bj. Green Street T. 39 N. -- R. 14 E. Section 5, 120 feet to the railroad bridge above the existing clearance over Green Street beginning at a point 60 feet west of the center line over Green Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 60 feet east of the center line of Green Street and parallel to the tracks.

- bk. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bl. Alley between Green and Halsted Streets T. 39 N -- R. 14 E. Sections 8 and 9, to the railroad bridge above the existing clearance over the alley beginning at a point 18 feet west of the center line over the alley 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 18 feet east of the alley and parallel to the tracks.
- bm. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bn. North Halsted Street T. 39 N. -- R. 14 E. Sections 8 and 9, to the railroad bridge above the existing clearance over Halsted Street beginning at a point 102 feet west of the center line of Halsted Street south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 102 feet east of the center line of Halsted Street and parallel to the tracks.
- bo. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly directions.
- bp. Grand Avenue T. 39 N. -- R. 14 E. Section 9, 190 feet above the existing clearance over Grand Avenue beginning at a point 85 feet west of the center line of Grand Avenue 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 85 feet east of the center line of Grand Avenue and parallel to the tracks.
- bq. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- br. Alley between Grand Avenue and Desplaines Street T. 39 N. -- R. 14 E. Section 9 across a gravel alley, between Grand Avenue and Desplaines Street beginning at a point 40 feet west of the center line over the alley 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and to a point 40 feet east of the center line of the alley and parallel to the tracks.
- bs. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bt. Desplaines Street T. 39 N. -- R. 14 E. Section 9, 320 feet above the existing clearance over Desplaines Street beginning at a point 160 feet west of the center line of Desplaines Street 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge

along to a point 160 feet east of the center line of Desplains Street and parallel to the tracks.

- bu. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.
- bv. Jefferson Street T. 39 N. -- R. 14 E. Section 9, 84 feet beginning at the west right-of-way line of Jefferson Street and 29 feet east thence south 55 feet to a Western Union Manhole in Jefferson Street.
- bw. Grand Avenue T. 39 N. -- R. 14 E. Section 9, under and across West Grand Avenue, a distance of 71 feet, due east of Halsted Street and due north of Hubbard Street and thence continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

The total number of lineal feet of this component in the Public Ways equals 4,858 feet, of which no feet are within the "Downtown Business Area", as defined in Section 6(a) of this Agreement and 4,858 are outside of said "Downtown Business Area".

II. New Footage. A New Telecommunications System Running Within The Chicago Freight Tunnel System Under The Public Ways Described Below:

North-- South Streets.

From a point 100 feet north of the center line of Lake Street at Beaubien Court continuing south on Beaubien Court to a point 100 feet south of the center line of Haddock Place.

Total footage approximately 760 feet.

From a point 100 feet north of the center line of Hubbard Street at Michigan Avenue continuing south on Michigan Avenue to a point 100 feet south of the center line of Lake Street.

Total footage approximately 1,861 feet.

From a point 100 feet north of the center line of Haddock Place at Wabash Avenue continuing south on Wabash Avenue to a point 100 feet south of the center line of Randolph Street.

Total footage approximately 393 feet.

From a point 100 feet north of the center line of Randolph Street at State Street continuing south on State Street to a point 100 feet south of the center line of Van Buren.

Total footage approximately 3,159 feet.

From a point 100 feet north of the center line of Randolph Street at Dearborn Street continuing south on Dearborn Street to a point 100 feet south of the center line of Van Buren.

Total footage approximately 3,159 feet.

From a point 100 feet north of the center line of Hubbard Street at Clark Street continuing south on Clark Street to a point 500 feet south of the center line of Kinzie Street.

Total footage approximately 850 feet.

From a point 100 feet north of the center line of Hubbard Street at LaSalle Street continuing south on LaSalle Street to a point 100 feet south of the center line of Congress Parkway.

Total footage approximately 5,321 feet.

From a point 100 feet north of the center line of Washington Street at Wacker Drive continuing south on Wacker Drive to a point 100 feet south of the center line of Jackson.

Total footage approximately 2,250 feet.

From a point 100 feet north of the center line of Randolph Street at Canal Street continuing south on Canal Street to a point 100 feet south of the center line of Washington Street.

Total footage approximately 612 feet.



## East -- West Streets.

From a point 100 feet east of the center line of Michigan Avenue at Hubbard Street continuing west on Hubbard Street to a point 100 feet west of the center line of LaSalle Street.

Total footage approximately 2,520 feet.

From a point 100 feet east of the center line of LaSalle Street at Kinzie Street continuing west on Kinzie Street to a point 100 feet west of the center line of Clinton Street.

Total footage approximately 2,595 feet.

From a point 100 feet east of the center line of Beaubien Court at Lake Street continuing west on Lake Street to a point 100 feet west of the center line of Michigan Avenue.

Total footage approximately 380 feet.

From a point east of the center line of Michigan Avenue at Haddock Place continuing west on Haddock Place to a point 100 feet west of the center line of Wabash Avenue.

Total footage approximately 656 feet.

From a point 100 feet east of the center line of Wabash Avenue at Randolph Street continuing west on Randolph Street to a point 100 feet west of the center line of Canal Street.

Total footage approximately 3,983 feet.

From a point 100 feet east of the center line of State Street at Madison Street continuing west on Madison Street to a point 100 feet west of the center line of Wacker Drive.

Total footage approximately 2,641 feet.

From a point 100 feet east of the center line of LaSalle Street at Jackson continuing west on Jackson to a point 100 feet west of the center line of Wacker Drive.

Total footage approximately 1,408 feet.

From a point 100 feet east of the center line of State Street at Van Buren Street continuing west on Van Buren Street to a point 300 feet west of the center line of Clark Street.

Total footage approximately 1,252 feet.

The total number of feet of this component in the public way equals 33,800 feet, of which 33,800 feet are within the "Downtown Business District", as defined in Section 1.13 of this Agreement.

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### COMMITTEE ON ZONING.

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#### APPOINTMENT OF MR. LEROY K. MARTIN, JR. AS MEMBER OF ZONING BOARD OF APPEALS.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 1990.

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

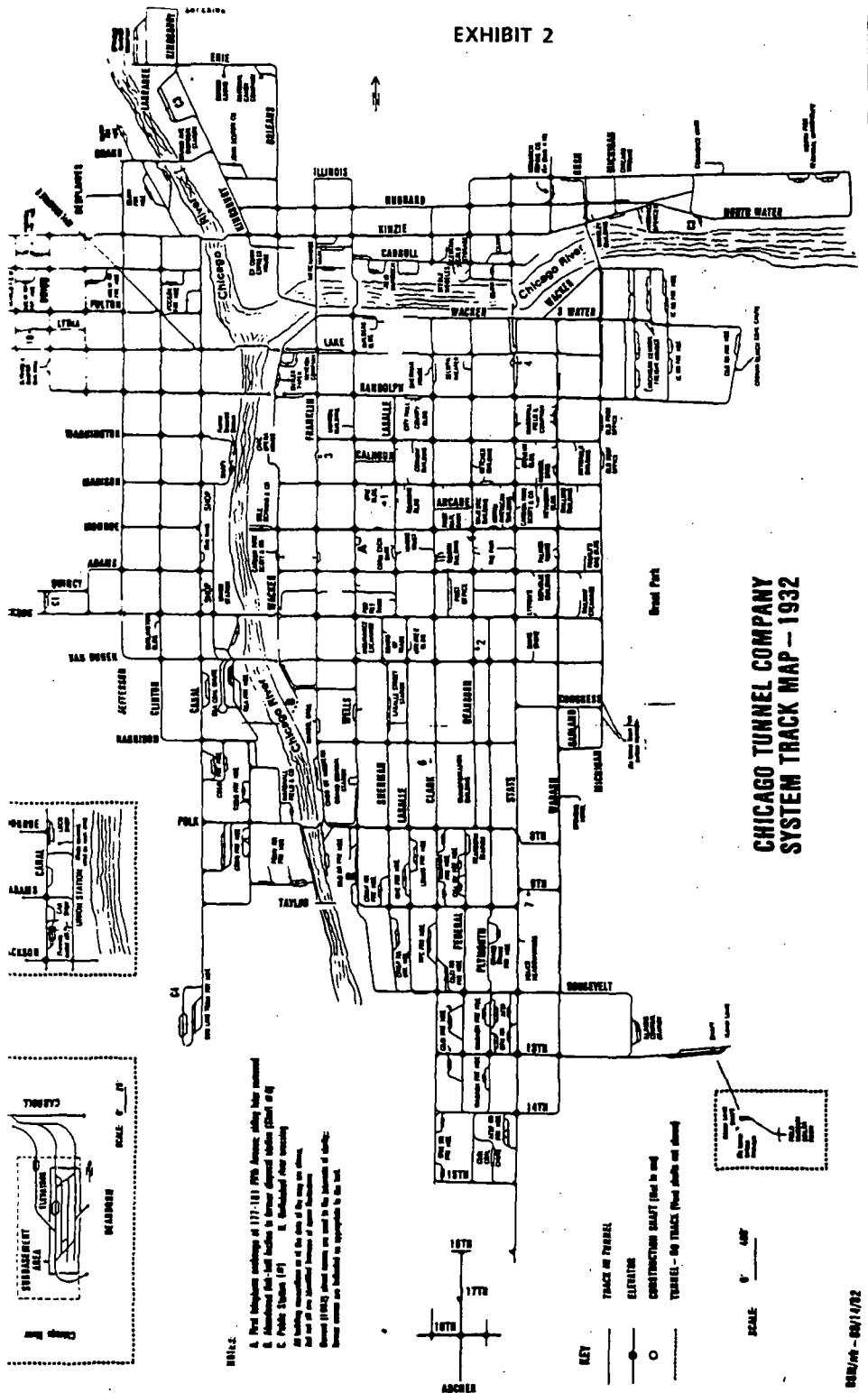
Reporting for your Committee on Zoning, for which a meeting was held on July 24, 1990, I beg leave to recommend that Your Honorable Body *Pass* two communications transmitted from the Office of the Mayor authorizing the following appointments:

One communication appointing LeRoy K. Martin, Jr. as a member of the Zoning Board of Appeals to succeed James Caldwell for a term ending July 1, 1995; and

One communication reappointing Anthony J. Fornelli as a member of the Zoning Board of Appeals for a term ending July 1, 1995.

(Continued on page 19623)

EXHIBIT 2



CHICAGO TUNNEL COMPANY SYSTEM TRACK MAP - 1932

(Continued from page 19621)

I beg leave to recommend that Your Honorable Body pass various ordinances and a resolution transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas with the exception of Application Number 10668 which failed to meet the committee's approval and was unanimously voted upon with a do not pass vote.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their corrected form. They are as follows:

Application Number 10519, a Business Planned Development;

Application Number 10598, a Business Planned Development;

Application Number 10608, a Business Planned Development;

Application Number 10631, an Institutional Planned Development;

Application Number 10641, a Residential Business Planned Development;

Application Number A-2746;

Application Number 10654; and

Application Number 10664.

Also, along with Application Number 10631, Alderman Eisendrath submitted a resolution to have printed in the Journal an agreement between Children's Memorial Hospital and the Lincoln Park Community, which passed the committee unanimously.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10598, 10654, 10659, 10519, 10608 and 10641.

At this time, I, along with Alderman Bernard Stone, move that this report be deferred and published with the exception of Application Numbers 10598, A-2750 and A-2751 where time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. LeRoy K. Martin, Jr. as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

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

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REAPPOINTMENT OF MR. ANTHONY J. FORNELLI AS  
MEMBER OF ZONING BOARD OF APPEALS.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 1990.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 24, 1990, I beg leave to recommend that Your Honorable Body *Pass* two communications transmitted from the Office of the Mayor authorizing the following appointments:

One communication appointing LeRoy K. Martin, Jr. as a member of the Zoning Board of Appeals to succeed James Caldwell for a term ending July 1, 1995; and

One communication reappointing Anthony J. Fornelli as a member of the Zoning Board of Appeals for a term ending July 1, 1995.

I beg leave to recommend that Your Honorable Body pass various ordinances and a resolution transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas with the exception of Application Number 10668 which failed to meet the committee's approval and was unanimously voted upon with a do not pass vote.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their corrected form. They are as follows:

Application Number 10519, a Business Planned Development;

Application Number 10598, a Business Planned Development;

Application Number 10608, a Business Planned Development;

Application Number 10631, an Institutional Planned Development;

Application Number 10641, a Residential Business Planned Development;

Application Number A-2746;

Application Number 10654; and

Application Number 10664.

Also, along with Application Number 10631, Alderman Eisendrath submitted a resolution to have printed in the Journal an agreement between Children's Memorial Hospital and the Lincoln Park Community, which passed the committee unanimously.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10598, 10654, 10659, 10519, 10608 and 10641.

At this time, I, along with Alderman Bernard Stone, move that this report be deferred and published with the exception of Application Numbers 10598, A-2750, and A-2751 where time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

On motion of Alderman Banks, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Anthony J. Fornelli as a member of the Zoning Board of Appeals was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays -- None.*

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

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CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY  
PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, July 31, 1990.

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

Reporting for your Committee on Zoning, for which a meeting was held on July 24, 1990, I beg leave to recommend that Your Honorable Body pass two communications transmitted from the Office of the Mayor authorizing the following appointments:

One communication appointing LeRoy K. Martin, Jr. as a member of the Zoning Board of Appeals to succeed James Caldwell for a term ending July 1, 1995; and

One communication reappointing Anthony J. Fornelli as a member of the Zoning Board of Appeals for a term ending July 1, 1995.

I beg leave to recommend that Your Honorable Body pass various ordinances and a resolution transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas with the exception of Application Number 10668 which failed to meet the committee's approval and was unanimously voted upon with a do not pass vote.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their corrected form. They are as follows:

Application Number 10519, a Business Planned Development;

Application Number 10598, a Business Planned Development;

Application Number 10608, a Business Planned Development;

Application Number 10631, an Institutional Planned Development;

Application Number 10641, a Residential Business Planned Development;

Application Number A-2746;

Application Number 10654; and

Application Number 10664.

Also, along with Application Number 10631, Alderman Eisendrath submitted a resolution to have printed in the Journal an agreement between Children's Memorial Hospital and the Lincoln Park Community, which passed the committee unanimously.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10598, 10654, 10659, 10519, 10608 and 10641.

At this time, I, along with Alderman Bernard Stone, move that this report be deferred and published with the exception of Application Numbers 10598, A-2750, and A-2751, where time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):



*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 M2-5 General Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

a line 60 feet north of and parallel with the south line of West Polk Street; the west line of the Amtrak right-of-way east of South Canal Street; West Roosevelt Road; a line 54.74 feet east of South Canal Street; a line 100.12 feet north of West Roosevelt Road; a line 22.54 feet east of South Canal Street; West Roosevelt Road; and the center line of South Canal Street,

to those of a C3-5 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications established by Section 1 of this ordinance in the area bounded by:

a line 60 feet north of and parallel with the south line of West Polk Street; the west line of the Amtrak right-of-way east of South Canal Street; West Roosevelt Road; a line 54.74 feet east of South Canal Street; a line 100.12 feet north of West Roosevelt Road; a line 22.54 feet east of South Canal Street; West Roosevelt Road; and the center line of South Canal Street,

to those of a 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 3. 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 Number \_\_\_\_\_*  
*(As Amended)*

*Plan Of Development*

*Statements.*

1. Zoning control of the property for the purpose of this application is in the applicant, Canal/Taylor Venture, an Illinois general partnership, having an address of 10 North Dearborn Street, Chicago, Illinois 60602. Legal title to the subject property is held by American National Bank and Trust Co. of Chicago, 33 North LaSalle Street, Chicago, Illinois 60602, as Trustee under Trust Agreement dated February 12, 1986 and known as Trust Number 66603, and as Trustee under Trust Agreement dated December 20, 1988 and known as Trust Number 107231-04; the applicant is sole beneficiary of both of said trusts.
2. The applicant, or if the applicant has exercised its election to assign its obligations hereunder, its successors, assignees, grantees or other such 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.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees.
4. The following uses shall be permitted within the area delineated herein as Business Planned Development, exclusive of areas in public ways: office and business uses, ancillary retail uses, day care facilities, physical culture facilities, earth station receiving dishes, accessory parking and related uses. Non-accessory automobile parking and/or unenclosed storage of trucks and truck trailers shall be permitted as interim uses subject to the review and approval of the Department of Planning which may at its discretion impose conditions including but not limited to duration of use, access treatment and location, parking location, landscaping, lighting, and fencing as conditions of approval. No new off-street parking, accessory or non-accessory, interim or permanent, shall be located above grade as established herein.
5. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

6. 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 Department of Public Works, Bureau of Traffic Engineering and Operations. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
7. Business and business identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Planning.
8. This Plan of Development consists of 17 Statements, an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; a Table of Use and Bulk Regulations and Related Controls; an Open Space/Building Separation Plan; a Concept Landscape Plan; a Grade Level Circulation Plan; and a Lower Level Circulation Plan prepared by Eckenhoff & Saunders, Architects, dated July 12, 1990. Full size sets of these three plans are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.
9. The definitions in the Chicago Zoning Ordinance shall apply except as modified, in whole or part, or added in their entirety as follows:
  - a. Adjusted Net Site Area is the net site area of the Planned Development less the area of columns or other supports related to public streets or viaducts. That area to be subtracted shall be established as 3,600 square feet.
  - b. Floor Area (for determining floor area ratio and off-street parking and loading requirements) shall not include:
    - (1) Space below grade level including that below terrace level where a terrace level is permitted.
    - (2) Any space(s) devoted to mechanical (heating, ventilation, or air conditioning) uses which exceeds 5000 square feet in area at any level without limitation.

- c. Grade Level shall be established for purposes of floor area ratio, off-street parking and loading requirements, building height limitations, peripheral setbacks, and building separations, as measured at the center line of West Taylor Street at the east right-of-way of South Canal Street which is plus 25 feet Chicago City Datum.
  - d. Terrace Level along the eastern perimeter of the planned development, in the area shown on the open space/building separation plan as the riverbank vista area, open terraces serving day care, cafeteria and other appropriate uses shall be permitted with appropriate railings provided they are directly related to a building and have a floor elevation not to exceed plus 42 feet Chicago City Datum.
10. The improvements on the Property, including building location, all entrances and exits to the parking and loading areas and landscaping, shall be designed and constructed in general conformance with the Open Space/Building Separation Plan, the Concept Landscaping Plan, and the Lower Level Circulation Plan, all dated July 12, 1990. The landscaping shall be maintained at all times in accordance with the Concept Landscape Plan subject to the approval of the Department of Planning. The requirements of this statement may be modified, administratively, by the Commissioner of the Department of Planning upon the request of the applicant and after a determination by the Commissioner of the Department of Planning that such a modification is consistent with the nature of the improvements contemplated in this Planned Development. Such a modification 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.
  11. The facade treatment of any new building in Subarea A shall consist of high quality materials reflecting the character and treatment of the existing structure. An area of not less than 8,000 square feet of retail space facing Taylor Street east of the main entrance lobby and having a frontage of at least 90 feet shall be provided. In said building, no less than 50 percent of the linear facade at grade and fronting on Canal and Taylor Streets shall be active area visible through glass, and the remainder shall be architecturally finished treatments. The facade treatment of all buildings to be constructed in Subarea B shall consist of high quality materials consistent with, though not necessarily similar to, the treatment of Subarea A. Internal facades intended or expected to be removed to permit the expansion or extension of a building may be treated as temporary finishes provided that such facades do not directly face a public street within 200 feet. The total area of retail space facing Taylor Street in Subareas A and B shall be not less than 16,000 square feet and the total frontage of such areas shall be not less than 180 feet. In Subarea B no less than 40 percent of the linear facade at grade and fronting on Canal and Taylor Streets and Roosevelt Road shall be active area visible through glass and the remainder shall be architecturally finished treatment.

12. With the exceptions of the existing structure in Subarea A, the plane of the facade of any new building shall not present any uninterrupted length or exposure to any street of more than 300 feet. Any single building of greater length shall vary the street facade by an indentation of not less than 30 feet in width and depth so located as to meet this provision, said indentation to extend throughout the height of that facade.
13. Peripheral building setbacks from all streets, the eastern property line, and between buildings, and height limitations, shall be as shown on the Open Space/Building Separation Plan and are stated as follows:
  - a. In Subarea A, the existing north building is set back zero feet from West Polk Street; 12 feet from South Canal Street and a varying distance now existing from the east property line. It reaches a height of approximately +125 feet C.C.D. No additional floors or partial floors may be added unless said floors are set back a minimum of 15 feet from the north, south and west facades of the existing top floor.
  - b. In Subarea A, the proposed new south building shall be set back a minimum of 12 feet from South Canal Street, 12 feet from West Taylor Street, and a distance from the east property line as shown on the Open Space/Building Separation Plan. In addition, commencing at an elevation of +125 feet C.C.D., all floors shall be set back from Canal and Taylor Streets an additional 15 feet from the actual setback of the next floor below +125 feet C.C.D. The maximum height of such building shall not exceed +265 feet C.C.D.
  - c. In Subarea B, all buildings shall be set back a minimum of 20 feet from Canal Street and 12 feet from Taylor Street and Roosevelt Road between grade (+25 C.C.D.) and +125 feet C.C.D. Between +125 Feet C.C.D. and +265 feet C.C.D. all floors shall be set back from facing streets an additional 15 feet from the actual setback of the next floor below +125 feet C.C.D.
  - d. Along the east property line a minimum setback of 30 feet shall be maintained above grade or terrace level whichever is applicable throughout the height of the building.
  - e. In Subarea B, building separations between north and south faces of buildings shall be maintained.
    - (1) If only two such buildings are developed, a minimum separation of 60 feet shall be maintained to the height of +125 feet C.C.D. and a minimum of 90 feet between the height of +125 feet C.C.D. and +265 feet C.C.D.

- (2) If more than two such buildings are developed, each minimum north-south separation shall be 40 feet maintained to the height of +125 feet C.C.D. and 70 feet between the height of +125 feet C.C.D. and 265 feet C.C.D.
- f. In Subarea B, in addition to all other open space and setback areas herein described, a park area shall be provided adjoining the Canal Street setback line. The area of said park shall be a minimum of 5,000 square feet exclusive of any paved vehicular areas exclusive of setbacks and building separation zones. The east-west centerline of said park shall be in the middle one-third of the area between the south line of Taylor Street and the north line of Roosevelt Road. The minimum dimensions of the park in any direction shall be 60 feet exclusive of setbacks and building separation zones. The park shall be landscaped, furnished, and designed to provide a usable pedestrian area. The final design and layout of said park shall be subject to the approval of the Department of Planning. The park shall be completed in connection with the development of the second principal building adjacent to, facing, or fronting on Canal Street.
- g. In Subarea B, building separations between east and west faces of separate buildings shall be a minimum of 30 feet between facing walls with windows.
- h. In Subarea B, one building may be built above +265 feet C.C.D. to a maximum height of +355 feet C.C.D. provided that all floors above +265 feet C.C.D. are setback a minimum of 15 feet from the actual setback along streets of the next floor below +265 feet C.C.D. and provided that the maximum floor size of each such floor does not exceed 35,000 square feet.
- i. The area located between any building and any property line or the centerline of the adjacent building separation zone shall be improved in connection with the development of said building. Said improvements shall include landscaping and paving as specified herein. The at grade improvements in required setbacks from adjacent streets or periphery shall be included in the Part II submittal for the subject building, and shall be in general conformity with the Concept Landscaping Plan, including mature trees at 30-foot spacing along peripheral streets. The at grade improvements in required building separations shall be included in the Part II submittal for the adjacent building to insure that separating areas are finished when the separating space will be defined. Said improvements shall be developed according to this principle.
- j. In Subarea B, one, one-story, pedestrian sky bridge may be developed across each building separation between north and south facing walls provided it is no higher than +125 feet C.C.D. and no lower than the third floor above +25 feet C.C.D. of the buildings connected. No other obstructions shall be permitted above +25 feet C.C.D.

- 14a. The subject property is intended to be developed in stages. Excluding the presently existing building, unless a building permit(s) for a minimum of 500,000 F.A.R. square feet is properly applied for and diligently pursued, this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Provided, however, that:
- (1) If the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period applicable to all planned development ordinances, then this Planned Development shall expire upon the expiration of such shorter time period provided in said amendatory ordinance, the first day of which as applied to this Planned Development shall be the effective date of said amendatory ordinance; and
  - (2) If the shorter expiration period referenced above in Statement 14a. (1) (the "Shorter Expiration Period") is five years or less, then the application for building permit(s) for a minimum of 250,000 F.A.R. square feet, excluding the presently existing building, and its pursuit with due diligence, shall be deemed to satisfy the requirements of this Statement No. 14a. and preclude the expiration of this Planned Development.
- 14b. If this Planned Development expires under the provisions of Statement No. 14a. above, then the zoning of the subject property shall automatically revert to that of the C3-5 Commercial-Manufacturing District.
- 14c. The period of time from the end of the initial period described in Statement No. 14a. above (the "Initial Period") to the twentieth anniversary of the effective date of this Planned Development shall be divided into a maximum of three successive periods (the "Successive Periods"). If the Initial Period is greater than five years in duration, then there shall be two successive periods each extending from the tenth anniversary of the effective date of this Planned Development for a period of five years. If, however, the Initial Period is five years or less because the Shorter Expiration Period becomes applicable, then there shall be three Successive Periods with the first two such periods extending for five years and the third extending from the end of the second Successive Period through the twentieth anniversary of the effective date hereof.
- 14d. If by the last day of each Successive Period, a building permit(s) for minimum of 250,000 F.A.R. square feet, excluding floor area of structure(s) developed prior to each Successive Period, has not been properly applied for and diligently pursued, the Commissioner of Planning may decide to review and recommend modification, in whole or in part of the provisions of this Planned Development under the conditions and pursuant to the procedure outlined below:

- (1) After the Initial Period, it is presumed that the Planned Development need not be reviewed and modified and such presumption may be overcome only by clear and convincing evidence to the contrary;
- (2) If any of the Successive Periods expires without a building permit application being filed, then: (i) within 30 days of the expiration of such Successive Period the Commissioner of the Department of Planning must issue, and make available to the applicant within two days of its issuance, a written determination stating whether the Planned Development must be reviewed; and (ii) no approvals shall be issued by the Department of Planning under Section 11.11-3(b) of the Chicago Zoning Ordinance in connection with a building permit application filed after the expiration of the Successive Period for a building or buildings for which the original building permit application was not filed prior to the expiration of the Successive Period. If the Commissioner fails to make a determination regarding the need to review the Planned Development within the 30 days following the expiration of the Successive Period, it shall be conclusively presumed that no review and modification of the Planned Development is required;
- (3) If the Commissioner's written determination states that the Planned Development must be reviewed, then within 30 days of the issuance of such determination, he must prepare and issue a report to the Chicago Plan Commission stating the facts warranting such a review and any proposed modifications to the Planned Development; The Commissioner's determination that the Planned Development must be reviewed shall be treated as if it were a filed application for a planned development amendment with the City being deemed the applicant and providing such notice as may be required by the Chicago Zoning Ordinance. All proposed modifications to the Planned Development must be directly related to the basis for the Commissioner's decision that the Planned Development must be reviewed. If such report is not issued, and extensions of time for its issuance are not secured from the applicant, then it shall be conclusively presumed that a review of the Planned Development is not necessary and the Commissioner's decision to the contrary shall be deemed null and void;
- (4) A review of this Planned Development may be commenced by the Commissioner and the Commissioner's decision that such a review is warranted may be upheld by the Chicago Plan Commission or the City Council only if there is clear and convincing evidence that:
  - (a) There has been a substantial change in traffic conditions in the immediate vicinity of the Property or in another area but causing a substantial impact in the Property's immediate vicinity;



- (b) There has been a substantial change in the public transportation network in the immediate vicinity of the Property or in another area but causing a substantial impact in the Property's immediate vicinity;
- (c) There has been a substantial change in the availability of on-street parking in the immediate vicinity of the Property or in another area but causing a substantial impact in the Property's immediate vicinity;
- (d) There has been a substantial change in the availability of public utility services or municipal services for the improvements contemplated by this Planned Development; or
- (e) It is determined that the contemplated improvements would have a substantial adverse physical impact on other improvements not located on the Property and existing at the time the decision to review the Planned Development is made.

All changes in conditions shall be measured based on the conditions that existed at the time of approval of this Planned Development or at the time of the expiration of a prior Successive Period;

- (5) The report prepared by the Commissioner, and all facts and reports on which it is based, must be made available to the applicant within two business days of the issuance of the report. If not, the report shall be deemed not to have been issued;
- (6) Within 90 days of the expiration of the relevant Successive Period but no sooner than 30 days after the issuance of the Commissioner's report, the Chicago Plan Commission shall hold a hearing, proper notice thereof as required by the Chicago Zoning Ordinance having been provided, to determine if a review of the Planned Development under the parameters outlined above is warranted. If the Plan Commission decides that a review of the Planned Development is not warranted, then such review shall be conclusively presumed not to be warranted. If the Plan Commission decides that a review of the Planned Development is warranted, then it shall prepare a report and recommendation to the City Council Committee on Zoning outlining the facts which support its decision and the modifications directly related to the facts giving rise to the review, which should be made to the Planned Development; and
- (7) The Plan Commission's decision to uphold the Commissioner's determination that a review of the Planned Development was warranted and any recommendations for modifications to the Planned Development shall be made available to the Applicant and forwarded to the City Council Committee on Zoning within 15 days of the Plan Commission's

decision. Once the Plan Commission's report is forwarded to the City Council Committee on Zoning, the proposed modifications to the Planned Development shall follow the procedure outlined in the Chicago Zoning Ordinance for planned development amendments, except that a further review of the matter by the Department of Planning and hearings by the Plan Commission need not be held.

15. The height restriction of any building or any appurtenance attached hereto shall be subject to:
- a. Height limitations as certified on Form F.A.A. 117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration;
  - b. Airport zoning regulations as established by the Department of Planning, Department of Aviation, the Department of Law, and approved by the City Council; and
  - c. Additional restrictions established in this Plan of Development.
16. Prior to issuance by the Department of Planning of a determination pursuant to Section 11.11-3(6) of the Chicago Zoning Ordinance ("Part II approval"), site plans for proposed development on property subject to this Planned Development shall be submitted to the Commissioner of the Department of Planning (the "Commissioner") for Site Plan approval. Site Plan approval is intended to assure that specific development proposals conform with this Planned Development and to assist the City in monitoring on-going development. A Site Plan may be submitted for all or any part of the Planned Development. No Part II approval shall be granted until an applicable Site Plan has been approved.

If a Site Plan substantially conforms with the provisions of this Planned Development, the Commissioner shall approve said Site Plan and shall issue written approval thereof to the applicant for such Site Plan approval within sixty (60) days of submission of the completed application. If the Commissioner determines within said sixty (60) day period that the Site Plan does not substantially conform with the provisions of this Planned Development, the Commissioner shall advise the applicant for such Site Plan approval, in writing, regarding the reasons for such adverse determination. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make his final determination, in writing, to the applicant for such Site Plan within said period. Failure of the Commissioner to make a determination within the time hereinabove prescribed shall be deemed a disapproval. Following approval of a Site Plan by the Commissioner, the Site Plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

Changes or modifications to Site Plans may be made after approval of the Commissioner, so long as the Site Plan, as so changed or modified, substantially conforms with the provisions of this Planned Development. In the event of any inconsistency between an approved Site Plan or any permitted modifications thereto and the terms of the Planned Development in effect at the time of approval of such Site Plan or of the modification thereto, then the terms of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information:

- a. Boundaries of development parcel or parcels;
- b. Building footprint or footprints;
- c. Dimensions of all setbacks;
- d. Location and depiction of all parking spaces (including relevant dimensions);
- e. Location and depiction of all loading berths (including relevant dimensions);
- f. All drives, roadways and vehicular routes;
- g. All landscaping (including species and size);
- h. All pedestrian circulation routes and points of ingress/egress (including sidewalks);
- i. All site statistics applicable to the development parcel or parcels including:
  - (1) Floor Area and Floor Area Ratio as represented on submitted drawings;
  - (2) Number of parking spaces provided;
  - (3) Number of loading berths provided; and
  - (4) Uses of development parcel;
- j. Parameters of the building envelope including:
  - (1) Maximum building height; and

- (2) Setbacks and vertical setbacks, required and provided.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development.

17. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

[Existing Zoning Map, Property Line Map, Generalized Land Use Plan, Surrounding Land Use Plan, Open Space/Building Separation Plan, Concept Landscape Plan, Grade Level Circulation Plan and Lower Level Service/Parking Plan attached to this Plan of Development printed on pages 19641 through 19648 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Business Planned Development No. \_\_\_\_\_  
(As Amended)*

*Use And Bulk Regulations And Data.*

Subareas	Adjusted Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio
	<u>Square Feet</u> Acres		
A	<u>249,228.5</u> 5.72	Office and business uses, ancillary retail uses, day care facilities,	5.5
B	<u>306,017.5</u> 7.03	physical culture facilities, earth station receiving dishes, accessory parking and related uses (for interim uses see Statement No. 4).	8.8
TOTAL:	<u>555,243</u> 12.75		7.0

Adjusted Net Site Area: (See Statement 9a):

Subarea A: 251,225.5 S.F. - 2,000 S.F. = 249,225.5 S.F.

Subarea B: 307,615.5 S.F. - 1,600 S.F. = 306,017.5 S.F.

TOTAL: 558,843.0 S.F. - 3,600 S.F. = 553,243.0 S.F.

Gross Site Area: Net Site Area: 558,843 S.F. (12.83 acres)

Public R.O.W.: 55,712 S.F. ( 1.28 acres)

TOTAL: 614,555 S.F. (14.11 acres)

Maximum Floor Area Ratio for Adjusted Net Site Area: 7.0

For F.A.R. purposes the existing floor area of the north building in Subarea A is 524,182 square feet.

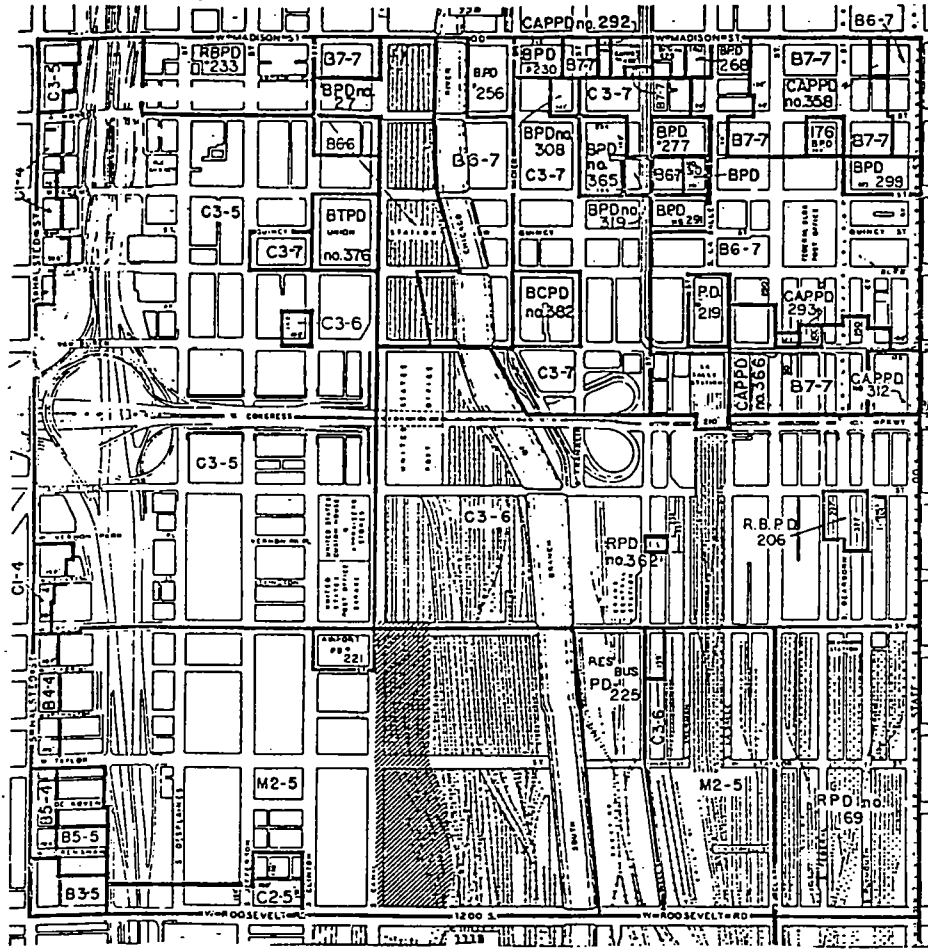
Minimum Accessory Off-Street Parking Spaces: 1 per 3,000 S.F.

- a. Includes 2 percent spaces designed for handicapped parking.
- b. Of 600 spaces existing in the north building 175 spaces are required for that building and the remainder shall be available to meet the requirements of subsequent buildings.

Off-Street Loading Berths: Per C3-5 requirements.

Maximum Heights and Minimum Setbacks at grade, at levels above grade, and by location and relationship are set forth in Statement No. 13 of this Plan of Development and shown on the Open Space/Building Separation Plan.

BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING ZONING MAP



LEGEND

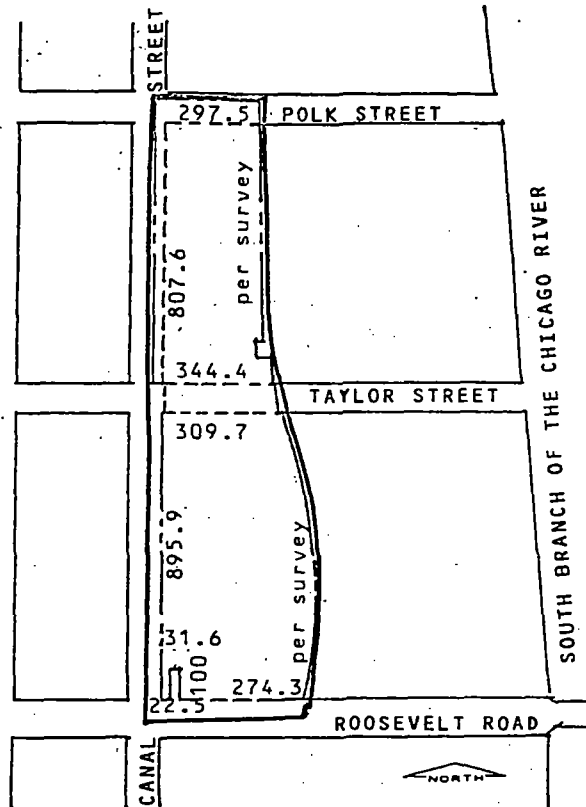


PLANNED DEVELOPMENT

APPLICANT: Canal/Taylor Venture  
 ADDRESS: 10 North Dearborn Street  
 DATE: January 19, 1990



BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 PROPERTY LINE MAP



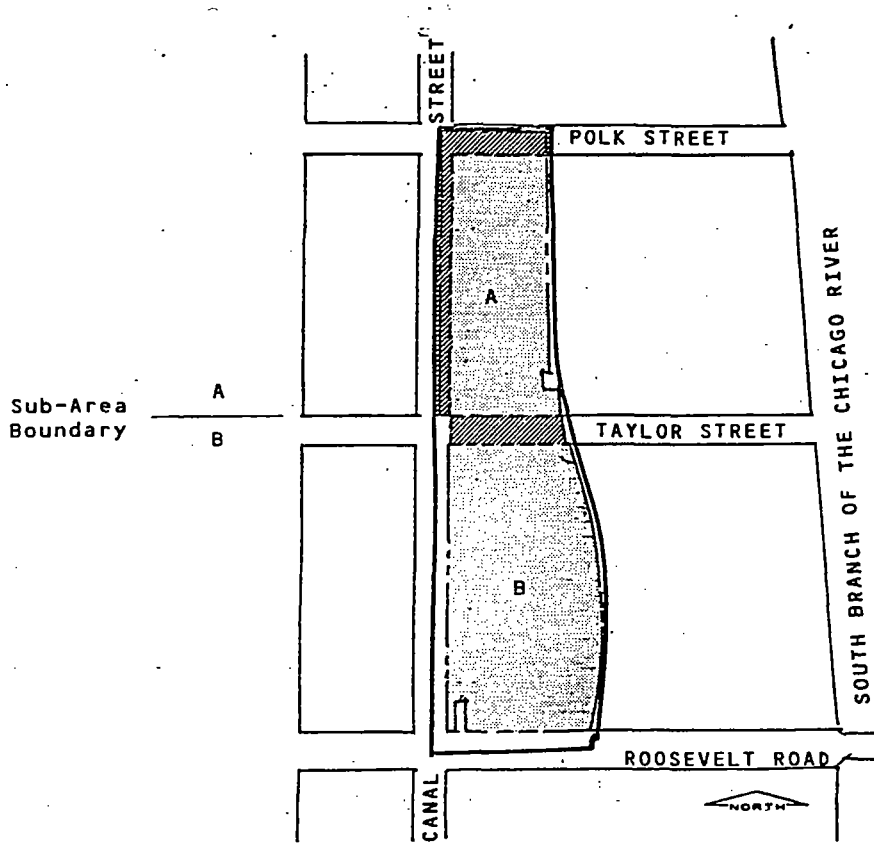
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- 60 — PROPERTY LINES DIMENSIONED IN FEET

(There are no planned Right-of-Way adjustments.)

APPLICANT: Canal/Taylor Venture -  
 ADDRESS: 10 North Dearborn Street  
 DATE: January 19, 1990

BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
GENERALIZED LAND USE PLAN



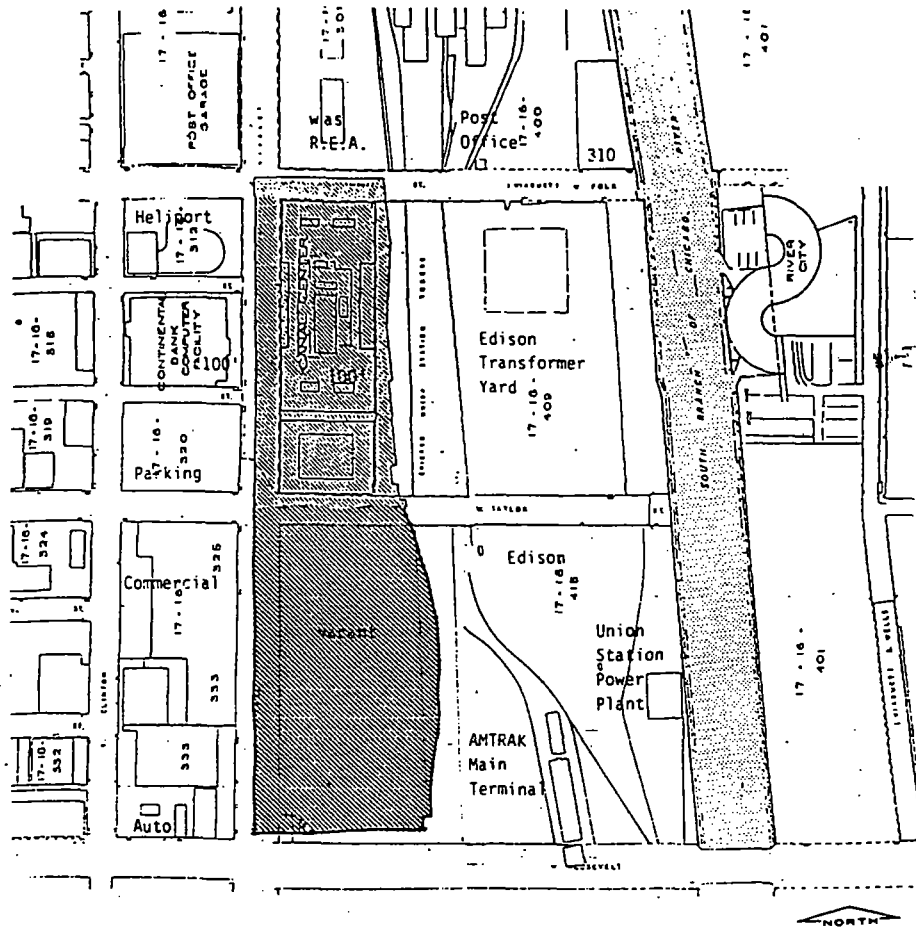
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- ▨ FOR LAND USE SEE STATEMENT NO. 4
- ▨ INCLUDED NET SITE AREA
- A SUB-AREA IDENTIFICATION

APPLICANT: Canal/Taylor Venture  
ADDRESS: 10 North Dearborn Street  
DATE: January 19, 1990



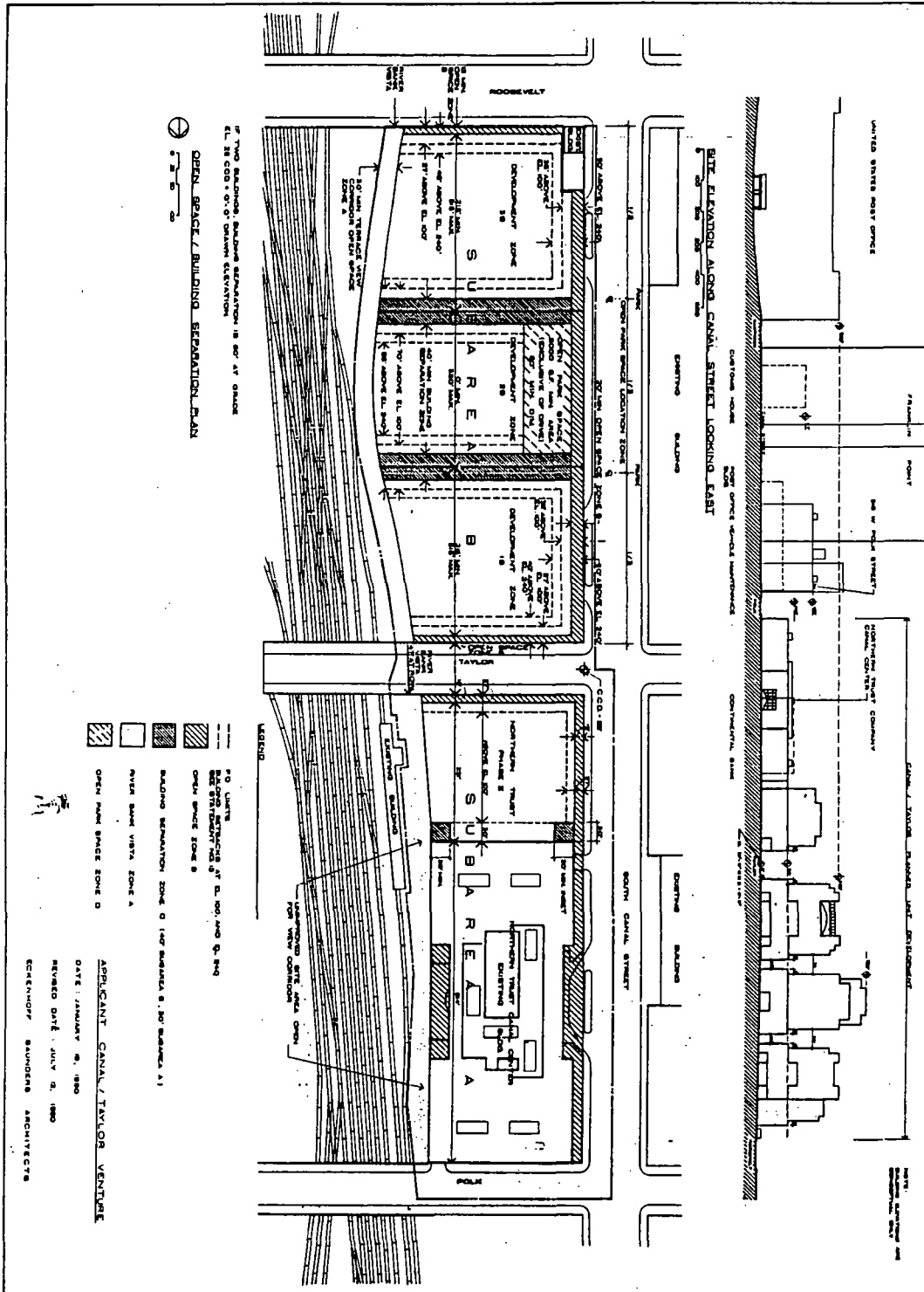
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SURROUNDING LAND USE PLAN

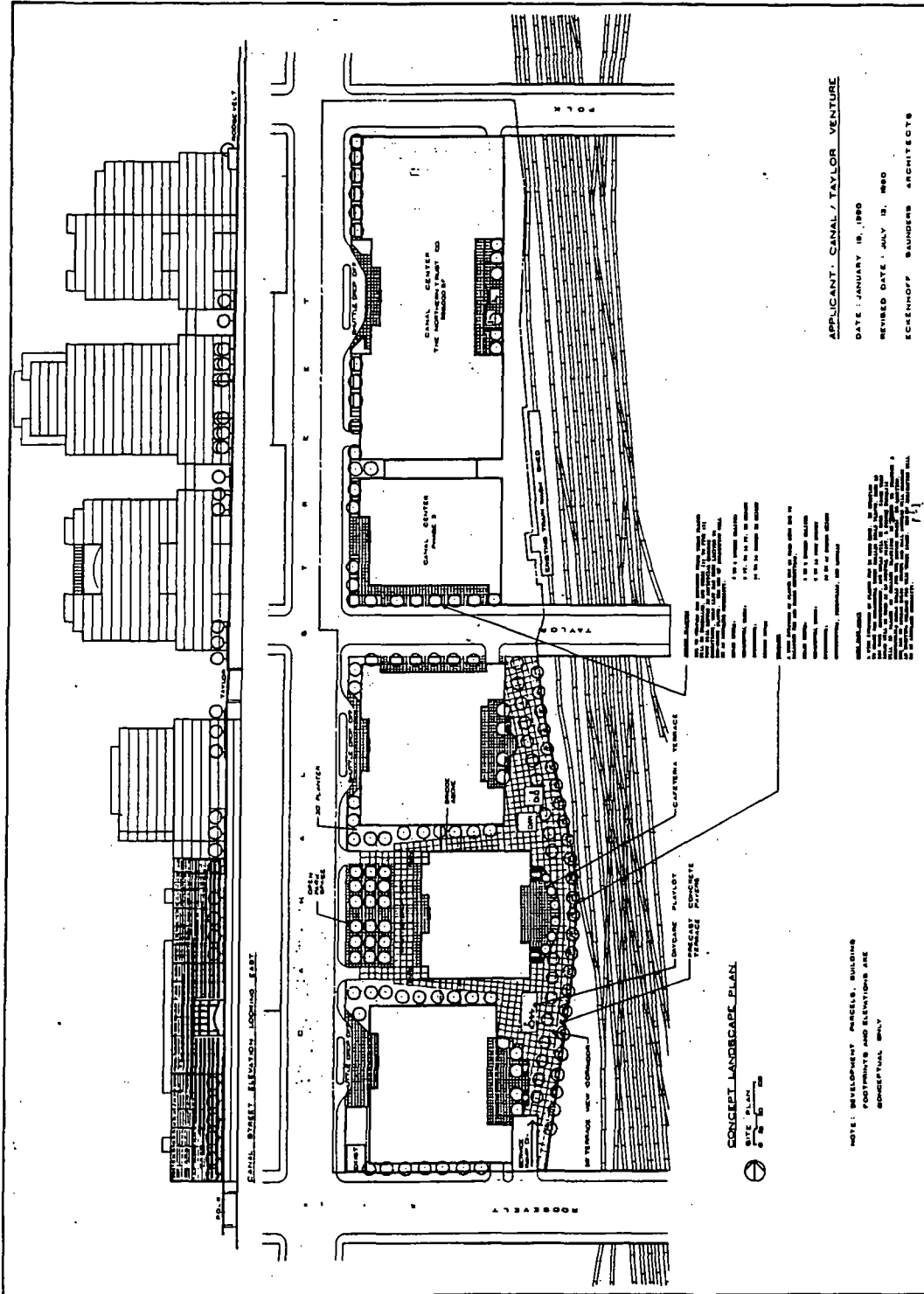


LEGEND:

 SUBJECT PROPERTY

APPLICANT: Canal/Taylor Venture  
ADDRESS: 10 North Dearborn Street  
DATE: January 19, 1990  
REVISED: July 12, 1990



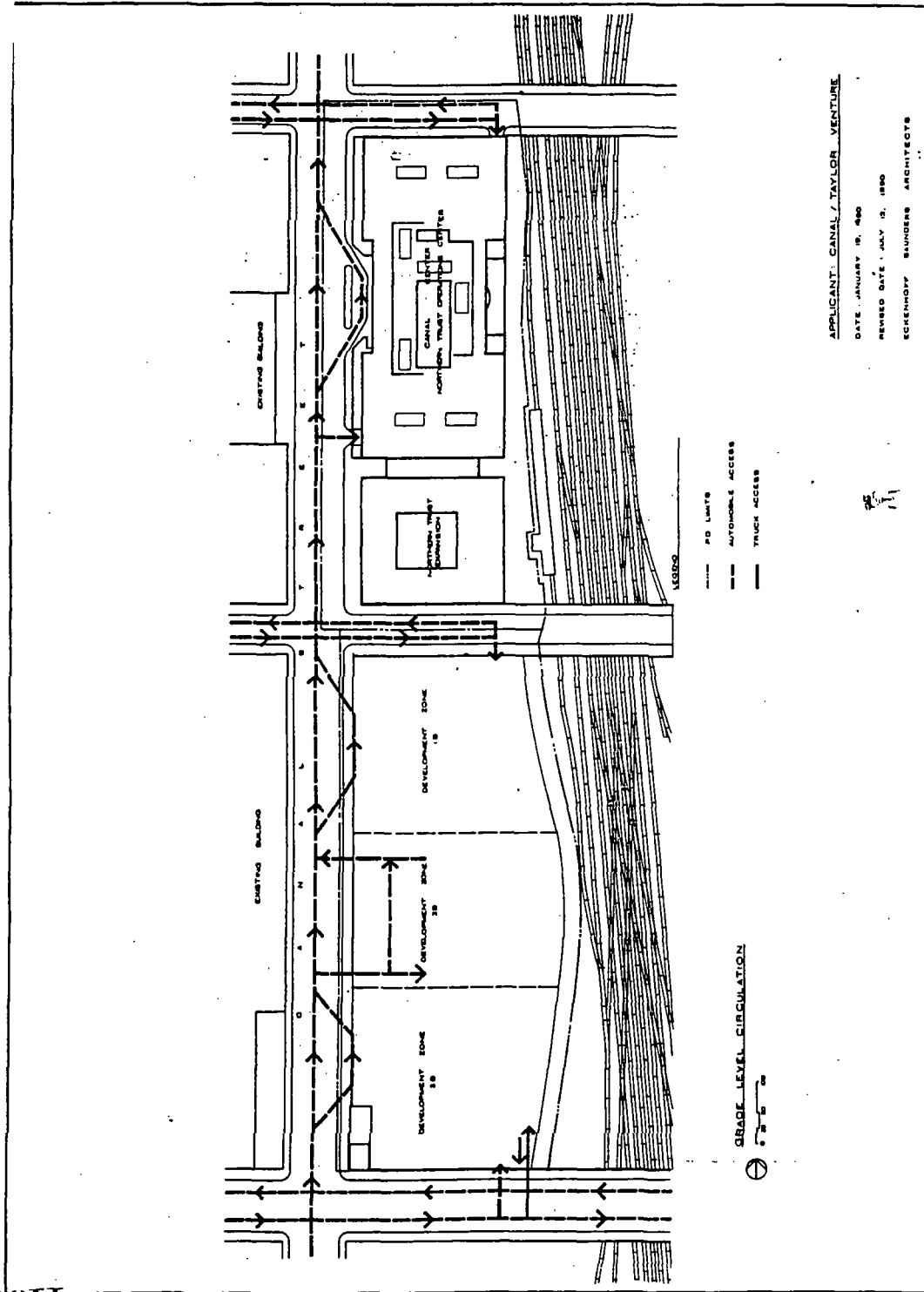


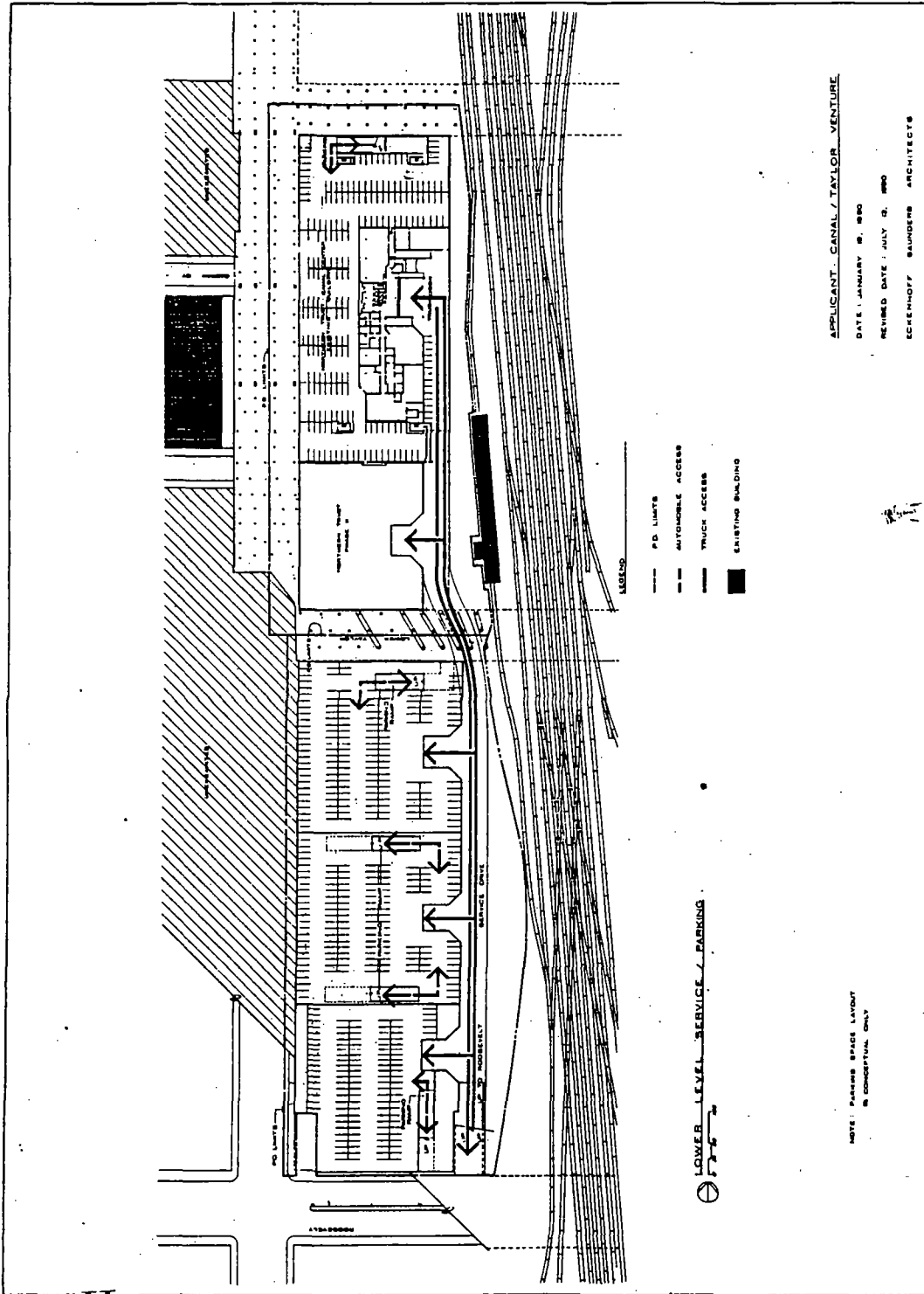
APPLICANT: CANAL, TAYLOR VENTURE  
 DATE: JANUARY 18, 1990  
 REVISED DATE: JULY 18, 1990  
 ARCHITECTS: ECKENHOFF SAUNDERS ARCHITECTS

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.  
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 10. ALL DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

NOTE: DEVELOPMENT PARCELS, BUILDING FOOTPRINTS AND ELEVATIONS ARE CONCEPTUAL ONLY.

CONCEPT LANDSCAPE PLAN  
 DATE: 7/31/90





APPLICANT: CANAL / TAYLOR - VENTURE  
 DATE: JANUARY 9, 1990  
 REVISED DATE: JULY 2, 1990  
 ARCHITECTS: ECKERHOFF SANDERS ARCHITECTS

- LEGEND
- PD LIMITS
  - AUTOMOBILE ACCESS
  - TRUCK ACCESS
  - EXISTING BUILDING

LOWER LEVEL SERVICE / PARKING  
 1-2-3

NOTE: PARKING SPACE LAYOUT IS CONCEPTUAL ONLY.

*Reclassification Of Area Shown On Map Number 14-N.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

a line 235.68 feet north of and parallel to West 62nd Street; South Rutherford Avenue;  
a line 175.68 feet north of and parallel to West 62nd Street; and the alley next west of  
South Rutherford Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map Number 14-N.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 14-N in the area bounded by:

a line 101.1 feet south of and parallel to West 58th Street; South Narragansett  
Avenue; a line 151.1 feet south of and parallel to West 58th Street; and the alley next  
west of South Narragansett Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Action Deferred* -- CHICAGO ZONING ORDINANCE AMENDED  
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Stone, *Deferred* and ordered published:

CHICAGO, July 31, 1990.

*To the President and Members of the City Council:*

Reporting for your Committee on Zoning, for which a meeting was held on July 24, 1990, I beg leave to recommend that Your Honorable Body pass two communications transmitted from the Office of the Mayor authorizing the following appointments:

One communication appointing LeRoy K. Martin, Jr. as a member of the Zoning Board of Appeals to succeed James Caldwell for a term ending July 1, 1995; and

One communication reappointing Anthony J. Fornelli as a member of the Zoning Board of Appeals for a term ending July 1, 1995.

I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas with the exception of Application Number 10668 which failed to meet the committee's approval and was unanimously voted upon with a do not pass vote.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their corrected form. They are as follows:

Application Number 10519, a Business Planned Development;

Application Number 10598, a Business Planned Development;

Application Number 10608, a Business Planned Development;

Application Number 10631, an Institutional Planned Development;

Application Number 10641, a Residential Business Planned Development;

Application Number A-2746;

Application Number 10654; and

Application Number 10664.

Also, along with Application Number 10631, Alderman Eisendrath submitted a resolution to have printed in the Journal an agreement between Children's Memorial Hospital and the Lincoln Park Community, which passed the committee unanimously.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10598, 10654, 10659, 10519, 10608 and 10641.

At this time, I, along with Alderman Bernard Stone, move that this report be *Deferred and Published* with the exception of Application Numbers 10598, A-2750 and A-2751 where time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map 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 Residential Business Planned Development No. 445 and Residential Business Planned Development No. 471 symbols and indications as shown on Map No. 1-F in the area 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 Street 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 Street) 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 Street, 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 Street); the south line of the north 3.00 feet of the south half of vacated West Carroll Street; 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 Street; the Chicago River; West Lake Street; and North Canal Street, except for the following three portions of the foregoing property; and

the property lying above a horizontal plane 12.55 feet above Chicago City Datum and contained within the vertical projection of the following described area:

beginning at a point along the south line of the north 3.00 feet of the south half of vacated West Carroll Street, 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 Street; and then 87 degrees, 04 minutes, 20 seconds west, a distance of 44.21 feet to the point of beginning; and

the property lying below a horizontal plane 32.83 feet above Chicago City Datum and contained within the vertical projection of the following described area:

beginning at a point on the west line of Water Lot 3 in Block K (said west line being also the east line of North Canal Street) which is 167.56 feet northerly from the southwest corner of said Block K, as measured along said east line; thence north 1 degree, 41 minutes, 02 seconds west along said east line of North Canal Street, a distance of 85.04 feet to the most northerly corner of the northerly tract of land described in a deed by Abner Stillwell and others to the Pittsburgh, Fort Wayne and Chicago Railway Company and others, recorded April 27, 1934 as Document No. 11391430; thence south 21 degrees, 19 minutes, 32 seconds east along an easterly line of said Document No. 11391430 a distance of 61.65 feet; thence continuing southeastwardly along an easterly line of said document, being here a curved line, convexed southwestwardly, tangent to the last described line and having a radius of 600.00 feet, an arc distance of 74.90 feet; thence south 28 degrees, 28 minutes, 42 seconds east along an easterly line of said document, being tangent to the last described curved line, a distance of 143.13 feet to a point on the southerly line of Water Lot 5 in Block K (said southerly line being the northerly line of vacated Fulton Street), which point is 114.74 feet easterly from the southwest corner of aforementioned Block K, as measured along said southerly line; thence continuing south 28 degrees, 28 minutes, 42 seconds east along the easterly line of the middle tract described in Document No. 11391430, a distance of 90.41 feet to a point on the north line of Lot 1 in Block 22 (said north line being the southerly line of vacated Fulton Street), which point is 155.50 feet easterly from the northwest corner of said Block 22 as measured along said north line; thence continuing south 28 degrees, 28 minutes, 42 seconds east along an easterly line of the southerly tract described in aforesaid Document No. 11391430 a distance of 198.77 feet; thence

southeastwardly along said easterly line, being here a curved line, convexed easterly, tangent to the last described line and having a radius of 588.69 feet, an arc distance of 156.31 feet to a point on the southerly line of Block 22 (said south line being also the north line of West Lake Street) which point is 296.35 feet easterly from the southwest corner of said Block, as measured along said north line; thence south 89 degrees, 22 minutes, 58 seconds west along said north line of West Lake Street a distance of 41.49 feet to the southwest corner of the southerly tract of land conveyed by Document No. 11391430; thence northwestwardly along a westerly line of said tract, being here a curved line, convexed northeasterly, having a radius of 347.75 feet and a chord bearing of north 17 degrees, 02 minutes, 56 seconds west, an arc distance of 138.74 feet; thence north 28 degrees, 28 minutes, 42 seconds west along a westerly line of said tract being tangent to the last described curved line, a distance of 214.56 feet to a point on the north line of Block 22 (said north line being also the south line of vacated Fulton Street) which point is 121.60 feet easterly from the northwest corner of said Block, as measured along said north line; thence continuing north 28 degrees, 28 minutes, 42 seconds west and along the westerly line of the middle tract conveyed by Document No. 11391430 a distance of 90.41 feet to a point on the south line of Water Lot 5 in Block K (said south line being also the north line of aforementioned vacated Fulton Street) which point is 80.84 feet easterly from the southwest corner of said Block K as measured along said south line; thence continuing north 28 degrees, 28 minutes, 42 seconds west along a westerly line of the northerly tract conveyed by Document No. 11391430 a distance of 155.35 feet; thence north 21 degrees, 19 minutes, 32 seconds west along said westerly line a distance of 32.13 feet to the point of beginning; and

the property lying below a horizontal plane 32.83 feet Chicago City Datum and contained within the vertical projection of the following described area:

commencing at the southwest corner of Block 22, being the intersection of the north line of West Lake Street with the east line of North Canal Street; thence north 01 degree, 41 minutes, 02 seconds west along said east line of North Canal Street a distance of 454.12 feet to a point on the west line of Water Lot 5 in Block K aforesaid, which point is the point of beginning for the parcel to be described; thence south 28 degrees, 33 minutes, 53 seconds east a distance of 147.58 feet; thence southeastwardly along a curved line, convexed northeasterly, tangent to the last described line, and having a radius of 766.36 feet, an arc distance of 76.57 feet; thence south 22 degrees, 50 minutes, 23 seconds east along a straight line, tangent to the last described line, a distance of 39.79 feet; thence southeastwardly along a curved line, convexed easterly, tangent to the last described line and having a radius of 508.67 feet, an arc distance of 187.52 feet; thence south 01 degree, 43 minutes, 00 seconds east along a straight line, tangent to the last described line, a distance of 34.92 feet to a point on the south line of Block 22 (being also the north line of the aforementioned West Lake Street) which point is 146.57 feet easterly from the southwest corner of said block as measured along said north line; thence north 89 degrees, 22 minutes, 58 seconds east along said north line of West Lake Street a distance of 108.29 feet to the southwest corner of the southerly tract of land conveyed by the deed recorded as Document No. 11391430; thence northwestwardly along a westerly line of said tract, being here a curved line, convexed northeasterly, having a radius of 347.75

feet and a chord bearing of north 17 degrees, 02 minutes, 56 seconds west, an arc distance of 138.74 feet; thence north 28 degrees, 28 minutes, 42 seconds west along a westerly line of said tract, being tangent to the last described curved line, a distance of 214.56 feet to a point on the north line of Block 22 (said north line being also the south line of vacated Fulton Street) which point is 121.60 feet easterly from the northwest corner of said block, as measured along said north line; thence continuing north 28 degrees, 28 minutes, 42 seconds west along the westerly line of the middle tract conveyed by Document No. 11391430 a distance of 90.41 feet to a point on the south line of Water Lot 5 in Block K (said south line being also the north line of aforementioned vacated Fulton Street) which point is 80.84 feet easterly from the southwest corner of said Block K as measured along said south line; thence continuing north 28 degrees, 28 minutes, 42 seconds west along a westerly line of the northerly tract conveyed by Document No. 11391430 a distance of 155.35 feet; thence north 21 degrees, 19 minutes, 32 seconds west along said westerly line a distance of 32.13 feet to a point on the west line of Water Lot 3 (said west line being also the east line of North Canal Street) which point is 167.56 feet north from the southwest corner of Block K as measured along said east line; thence south 01 degree, 41 minutes, 02 seconds east along said east line of North Canal Street a distance of 115.17 feet to the point of beginning,

to those of a Residential-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 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.  
(As Amended)*

*Plan Of Development*

*Statements.*

1. The area delineated herein as a Residential-Business Planned Development (the "Planned Development") consists of approximately 144,375 square feet of property comprising land and air rights which is depicted on the attached Boundary and

Property Line Map (the "Property") and is owned or controlled by the applicant, L & M Riverbend Venture.

2. This Plan of Development consists of twenty (20) statements; an Existing Zoning Map; a Boundary and Property Line Map; a Generalized Land Use Map; an Existing Land Use Map; a River Bank Transit Line Easement Map; a table of use and bulk regulations and related controls; five drawings, one depicting minimum setback dimensions, the second depicting the contemplated improvements at plaza level, the third depicting the contemplated improvements at ground level, and the fourth and fifth being volumetric drawings depicting the maximum height and minimum separation of the buildings contemplated herein, all prepared by Skidmore Owings & Merrill, dated July 12, 1990 (collectively the "Site Plan") reduced copies of which are attached hereto and full scale copies of which are on file with the Department of Planning; and a phasing plan (the "Phasing Plan"). These and no other controls shall apply to the Property.
3. The permitted uses in the Planned Development are:

Business and professional offices, retail and service uses, multi-family dwelling units, hotel, broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving dishes which may exceed 8 feet in diameter, marina and other water-oriented recreational uses, day care centers, inter-track wagering facilities, enclosed, unenclosed or partially enclosed taverns including live entertainment and dancing, art galleries and museums, non-accessory public parking, public transportation facilities, accessory uses and uses authorized as permitted uses in the B6-7 District.
4. Business, business identification and directional signs shall be permitted within the Planned Development. All business, business identification and riverfront directional signs shall be subject to the review and approval of the Department of Planning. 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. In addition to the maximum heights of buildings, excluding appurtenances attached thereto such as antennae and flag poles, contained in the attached volumetric drawing, 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.
  - A) Off-street parking and loading facilities shall be provided in compliance with this Planned Development.
  
  - B) The parking spaces required under this Planned Development may be provided in a tandem or stacked arrangement and operated as valet service.
  
  - C) A maximum of 20 percent of the parking spaces required under this Planned Development may be 7.5 feet by 15 feet in size to accommodate compact cars.
  
  - D) The minimum number of parking spaces required under this Planned Development is calculated based on the possible inclusion within the contemplated improvements of 138 dwelling units. However, a greater number of dwelling units is permitted under this Planned Development, provided, that if the applicant chooses to establish such additional dwelling units, the applicant must either reduce the amount of Floor Area devoted to non-residential uses by 9,000 square feet per dwelling unit in excess of 138 or must provide additional off-street parking equal in number to 55 percent of the number of dwelling units in excess of 138.
  
  - E) All parking required to serve buildings or uses within this Planned Development must be located on-site or within 1,000 feet walking distance of the building or use served.
  
  - F) Of the total minimum off-street parking spaces required in connection with the improvements contemplated in this Planned Development, 268 spaces must be devoted to parking which is accessory to those improvements.
  
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. For purposes of this Planned Development, grade shall be deemed to be plaza level which is at an elevation of + 45.5 feet C.C.D.
  
12.
  - A) The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent right-of-way, all entrances and exits to and from the parking and loading areas, the continuous pedestrian walkway along the Chicago River (the "Dock Level Riverwalk"), the open areas at plaza level (the "Plaza Level Riverwalk") and all access points to the Dock Level and Plaza Level Riverwalks shall be designed and constructed in general conformance with the Site Plan.
  - B) The landscaping depicted on the Site Plan shall be maintained at all times and shall be designed and constructed in accordance with the Bureau of Forestry regulations. In addition, all trees shall be of a minimum 3.5 inch caliper dimension.
  - C) The applicant shall use its best efforts to incorporate along the Canal Street and Lake Street level frontages of the Property, to the maximum extent possible, retail use, service uses or lobbies or corridors. To the extent those uses are not located along this frontage, then the exterior walls of the contemplated buildings at street level shall contain doors or windows looking into the aforementioned uses or areas, or display windows, or shall be architecturally articulated. The access points to and from the parking and loading areas and the opening to permit the passage of the trains that traverse the Property are excluded from the above stated requirements; provided, however, that the access points to the parking and loading areas shall have decorative doors.
  - D) All parking and loading for the contemplated improvements shall be located below plaza level.
  - E) The applicant, in connection with any requests for approval under Section 11.11-3(b) of the Chicago Zoning Ordinance of a building permit application for a building or buildings contemplated under this Planned Development shall provide the Department of Planning with a report regarding the potential wind impact of the proposed construction on the adjacent streets or the Dock Level or Plaza Level Riverwalks. In addition, the applicant shall incorporate into its plans for the proposed construction any elements necessary to ameliorate any potential adverse wind impact on the above described areas.
  - F) The requirements of this Statement, and of Statement 13, 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 modification is consistent with the nature of the improvements contemplated by this Planned Development. Any modification of the requirements of this Statement, or of the requirements of Statement 13, by the Commissioner of the Department of Planning 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.

13. A) Construction of the Dock Level and the Plaza Level Riverwalks shall be commenced and completed in accordance with the provisions of Statement 17.

B) The Dock Level and Plaza Level Riverwalks shall be open to the public daily throughout the year at least between 6:00 A.M. and 11:00 P.M., provided, however, that the applicant's agreement herein to construct and allow the public access to the Dock Level and Plaza Level Riverwalks shall not be construed as permitting any public use of the Dock Level or Plaza Level Riverwalks which interferes with the reasonable operation or use of the improvements on the Property or as establishing an easement or other legal right to perpetually traverse or access those areas. The applicant may close the Dock Level or Plaza Level Riverwalks to the public to the extent and for such period of time as may be necessary to accommodate the construction, repair or maintenance of the Dock Level or Plaza Level Riverwalks or the other improvements on the Property or to retain the applicant's claim to unencumbered private ownership of the Dock Level or Plaza Level Riverwalks.

C) The Dock Level Riverwalk shall be a minimum width of 15 feet, except that its minimum width may be reduced:

- 1) To accommodate the River Bank Transit Line referenced in Statement 14; and
- 2) Where site constraints require a lesser width. The area where such site constraints occur (the "Constrained Area") is indicated on the Site Plan. However, the applicant shall make a good faith effort to secure approval from the appropriate government agencies permitting it to either construct a platform over the Chicago River or place fill in the Chicago River, thereby creating additional area for the Dock Level Riverwalk. To the extent approval is obtained permitting sufficient additional area to accommodate a 15-foot Dock Level Riverwalk and providing a Dock Level Riverwalk of such a dimension is practicable, then a Dock Level Riverwalk of that minimum width shall be provided. If not, then the Dock Level Riverwalk may be of such lesser width as is practicable and/or which can be accommodated by the maximum additional area for which approval is obtained. If no approvals can be obtained for the creation of additional area for the Dock Level Riverwalk or providing such additional area is impracticable, then the applicant shall provide access from the Dock Level Riverwalk up to the Plaza Level Riverwalk near where the Dock Level Riverwalk is of insufficient width to allow

continued passage along it and back down to the Dock Level Riverwalk at some point north of the Constrained Area.

D) The required minimum width of the Dock Level Riverwalk shall be kept substantially clear of obstructions and shall be open to the sky, except:

- 1) That it can contain an outdoor cafe or other uses, which are compatible with its nature, and the improvements depicted on the Site Plan, if at least 8 feet of its width is kept substantially clear of obstructions and any columns or piers placed within the minimum width of the Riverwalk shall be at least 17 feet apart; and
- 2) Where an arcade is indicated on the Site Plan.

E) No advertising signs upon the Property, except marketing signs approved by the Department of Planning under the provisions of Statement 4, shall be visible from the Chicago River.

F) The contemplated buildings' facades which front on the Chicago River shall be architecturally treated as one of the principal facades.

G) The applicant shall use its best efforts to incorporate along the Dock Level or Plaza Level Riverwalk frontage of any of the contemplated buildings the following uses or facade treatments:

- 1) Retail or service uses;
- 2) Recreational or water oriented uses;
- 3) Lobbies or corridors;
- 4) Doors opening or windows looking into the aforementioned uses or areas;  
or
- 5) Display windows.

H) Where the grade differential between the Dock Level Riverwalk and the Plaza Level Riverwalk exceeds 20.0 feet, that portion of the Riverwalk which forms its western boundary shall be subject to the provisions of G above or shall be architecturally articulated.

I) The facade of the contemplated improvements fronting on the Dock Level or Plaza Level Riverwalks shall not be, at those levels, of mirrored reflective glass.



J) The seawall or bulkhead shall be clad in appropriate materials. Such materials must be acceptable to the government agencies governing the construction or reconstruction of seawalls and bulkheads. The seawall or bulkhead shall contain stairs permitting access from boats to the Dock Level Riverwalk.

K) The grade of the Dock Level Riverwalk shall be sloped at least 1% away from the River.

L) The Dock Level and Plaza Level Riverwalks and all stairways or walkways leading thereto shall be illuminated to a minimum level of two footcandles. Lighting fixtures shall be compatible in design with the design and nature of the Dock Level and Plaza Level Riverwalks. The height of lighting fixtures mounted on standards shall not exceed fifteen feet.

M) Pedestrian access ways, seating areas, and other high traffic areas shall be paved with brick, tile, stone or other suitable materials.

N) Fixed or movable seating shall be provided along the Dock Level and Plaza Level Riverwalks. The seating may consist of wooden or masonry benches or ledges and planters suitable for seating or any combination thereof. At least 50 percent of the seating along the Dock Level Riverwalk shall provide a direct view of the Chicago River.

O) The applicant shall place a historical marker along either the Dock Level or the Plaza Level Riverwalk recognizing the fact that the Property was the site of the Wolf Point Settlement, one of the original settlements that grew into the City of Chicago.

P) At least one means of access for handicapped persons shall be provided to the Dock Level Riverwalk and the Plaza Level Riverwalk and at least one accessible connection for handicapped persons shall be provided between the two areas. In addition, the circular stairs depicted on the Site Plan shall have a tread and riser combination which complies with the provisions of A.N.S.I. Section 4.9.2.

Q) Railings along the Chicago River edge of the Dock Level and Plaza Level Riverwalks shall be at least 50 percent open or of a transparent material.

R) The species of trees to be used along the Dock Level Riverwalk shall be those specified in the Chicago River Urban Design Guidelines adopted by the Chicago Plan Commission on June 14, 1990 or Redmond Lindens or such other species as may be approved by the Department of Planning. Trees along the Dock Level Riverwalk shall not be placed in above-ground planters unless a practicable alternative does not exist or the planters are part of an integrated landscaping plan which includes trees and shrubs in the planters.

S) The treatment of the Dock Level Riverwalk's edge shall include, to the extent approved by the appropriate government agencies, appropriate devices for the tying up of boats and other water craft.

T) The center of the vehicular turnaround located on the southern portion of the Property and depicted on the Site Plan shall contain an amenity, which could be a sculpture or a water feature.

14. To the extent that the City desires to locate the proposed River Bank Transit Line along land owned by the applicant and included in this Planned Development, then the applicant shall grant to and for the benefit of the City an easement (the "Easement") over such portions of the Property (the "Easement Area"). The granting of the Easement shall be subject to the following conditions:

- A) The approximate location and dimensions of the Easement Area shall be as set forth in the attached River Bank Transit Line Easement Map.
- B) The Easement shall be granted within sixty (60) days following the applicant's receipt of the City's written request therefore.
- C) The applicant may at anytime, either prior to or after the granting of the Easement, construct improvements within the Easement Area, provided that those improvements are later either removed or adjusted so as not to interfere with the construction or operation of the River Bank Transit Line. The applicant's obligation to remove or adjust improvements within the Easement Area shall not commence until 90 days following the applicant's receipt of written notice from the City of the expected date of construction of the River Bank Transit Line.
- D) The applicant's obligation to grant the Easement, or the Easement, if granted, shall terminate on the seventh anniversary of the adoption of this Planned Development, unless prior to that date the City Council has adopted an ordinance committing the City to the design and construction of the River Bank Transit Line and a certified copy of said ordinance is delivered to the applicant.
- E) The Commissioner of the Department of Planning shall waive the requirement of this Statement to grant the Easement if the design of the River Bank Transit Line adopted by the City indicates that the Easement is not required to accommodate the development or operation of the River Bank Transit Line. A waiver of the requirements of this Statement by the Commissioner of the Department of Planning 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.

15. In addition to seeking the approvals contemplated under Statement 13(C) (2), the applicant may seek approval from the appropriate government agencies governing construction in, over or adjacent to the Chicago River for:
- A) The construction of a marina;
  - B) The placement of fill in the Chicago River;
  - C) The placement of columns or piers in the Chicago River; or
  - D) The construction of platforms over the Chicago River.

provided, however, that any usable area added as a result of obtaining any such approval shall be devoted to public space, water oriented recreational activities, a marina or associated retail space and that any such added area shall not be included in the Planned Development net site area for purposes of computing the maximum permitted Floor Area. Any modification to the Site Plan resulting from the addition of such area must be reviewed and approved by the Department of Planning.

16. The applicant owns the property above and below certain elevations included in this Planned Development and depicted on the attached Boundary and Property Line Map. Should the applicant secure ownership of any portion of the property below or above those elevations, such additional property shall be automatically included in this Planned Development; provided, however, that no portion of such added property may be included in the Planned Development net site area for purposes of computing the maximum permitted Floor Area.
17. The improvements contemplated by this Planned Development may be developed in phases and the density of development of any parcel during each phase may exceed the overall density permitted in this Planned Development, provided that the total development upon completion does not exceed the density permitted by this Planned Development. The parking and loading requirements that must be provided in connection with each phase shall be, at a minimum, proportional to the Floor Area being developed given the maximum development potential and the minimum required parking spaces and loading berths under this Planned Development. For purposes of determining the timing of the construction of the Dock Level and Plaza Level Riverwalk improvements contemplated by this Planned Development, the Property is divided into three subareas as depicted in the Phasing Plan. Within Subarea A, there is no contemplated Plaza Level Riverwalk and the development of the Dock Level Riverwalk and associated public improvements shall commence within 1 year of the issuance of a certificate of occupancy for the building within this subarea. Within Subarea B, the development of the portion of the Plaza Level Riverwalk immediately east of the buildings included within this Subarea shall occur substantially contemporaneously with the development of any such building. Within Subarea

C, the development of the portion of the Plaza Level Riverwalk adjacent to the building within this Subarea shall occur substantially contemporaneously with the development of the building. Construction of the portion of the Dock Level Riverwalk not included within Subarea A shall be commenced within one year of the earlier of:

- A) The issuance of a certificate of occupancy for the last of any three buildings contemplated by this Planned Development;
  - B) The issuance of a certificate of occupancy for the last building which, in combination with other buildings contemplated by this Planned Development and then existing on the Property, achieves a total constructed aggregate Floor Area equal to or greater than 750,000 square feet; or
  - C) The tenth anniversary of the effective date of this Planned Development.
18. There are two surface parking lots currently located on the Property. Those lots may remain, provided, however, that:
- A) If on the fifth anniversary of the effective date of this Planned Development the parking lot located on the northern portion of the Property remains, then the applicant shall effectively screen it from the Chicago River; and
  - B) Once the use of either surface parking lot is discontinued, except for such period of time as may be necessary for their maintenance, repair or alteration, then the use of the discontinued surface parking lot shall not be renewed.
19. 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.
20. A) Unless a building permit for two of the six buildings contemplated under this Planned Development is properly applied for and thereafter pursued with due diligence, the approvals granted in and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof; provided, however, that:
- 1) 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); and

- 2) if the shorter expiration period referenced above in 20(A)(1) (the "Shorter Expiration Period") is five years or less, then the filing of a building permit application for one of the contemplated buildings, and its pursuit with due diligence, shall be deemed to satisfy the requirements of this Statement 20(A) and preclude the expiration of this Planned Development.

B) If this Planned Development expires under the provisions of Statement 20(A) above, then the zoning of the Property shall automatically revert to that of a B6-7 Restricted Central Business District.

C) The period of time from the end of the initial period described in Statement 20(A) above (the "Initial Period") to the twentieth anniversary of the effective date of this Planned Development shall be divided into a maximum of three successive periods (the "Successive Periods"). If the Initial Period is greater than five years in duration, then there shall be two Successive Periods each extending from the tenth anniversary of the effective date of this Planned Development for a period of five years. If, however, the Initial Period is five years or less because the Shorter Expiration Period becomes applicable, then there shall be three Successive Periods with the first two such periods extending for five years and the third extending from the end of the second Successive Period through the twentieth anniversary of the effective date hereof.

D) If by the last day of each Successive Period, a building permit application has not been properly filed and thereafter pursued with due diligence for one building other than the one or two buildings for which an application must be filed to satisfy the requirements applicable during the Initial Period, then the City may decide to review and modify, in whole and in part, the provisions of this Planned Development under the conditions and pursuant to the procedure outlined below:

- 1) After the Initial Period, it is presumed that the Planned Development need not be reviewed and modified and such presumption may be overcome only by clear and convincing evidence to the contrary;
- 2) If any of the Successive Periods expires without a building permit application being filed, then: 1) within 30 days of the expiration of such Successive Period the Commissioner of the Department of Planning must issue, and make available to the Applicant within two days of its issuance, a written determination stating whether the Planned Development must be reviewed; and 2) no approvals shall be issued by the Department of Planning under Section 11.11-3(b) of the Chicago Zoning Ordinance in connection with a building permit application filed after the expiration of the Successive Period for a building or buildings for which the original building permit application was not filed prior to

the expiration of the Successive Period. If the Commissioner fails to make determination regarding the need to review the Planned Development within the 30 days following the expiration of the Successive Period, it shall be conclusively presumed that no review and modification of the Planned Development is required;

- 3) If the Commissioner's written determination states that the Planned Development must be reviewed, then within 30 days of the issuance of such determination, he must prepare and issue a report to the Chicago Plan Commission stating the facts warranting such a review and any proposed modifications to the Planned Development. The Commissioner's determination that the Planned Development must be reviewed shall be treated as if it were a filed application for a planned development amendment with the City being deemed the applicant and providing such notice as may be required by the Chicago Zoning Ordinance. All proposed modifications to the Planned Development must be directly related to the basis for the Commissioner's decision that the Planned Development must be reviewed. If such report is not issued, and extensions of time for its issuance are not secured from the applicant, then it shall be conclusively presumed that a review of the Planned Development is not necessary and the Commissioner's prior decision to the contrary shall be deemed null and void;
  
- 4) A review of this Planned Development may be commenced by the Commissioner and the Commissioner's decision that such a review is warranted may be upheld by the Chicago Plan Commission or the City Council only if there is clear and convincing evidence that:
  - a) There has been a substantial change in traffic conditions in the immediate vicinity of the Property or in another area but causing a substantial impact in the Property's immediate vicinity;
  - b) There has been a substantial change in the public transportation network in the immediate vicinity of the Property or in another area but causing a substantial impact in the Property's immediate vicinity;
  - c) There has been a substantial change in the availability of on-street parking in the immediate vicinity of the Property or in another area but causing a substantial impact in the Property's immediate vicinity;
  - d) There has been a substantial change in the availability of public utility services or municipal services for the improvements contemplated by this Planned Development; or

- e) It is determined that the contemplated improvements would have a substantial adverse physical impact on other improvements not located on the Property and existing at the time the decision to review the Planned Development is made.

The design or construction of a Light Rail Transit Line in the immediate vicinity of the Property or any modifications to Canal Street as a result thereof, or a change in the directional flow of Lake Street shall not provide the basis for a review and modification of this Planned Development. In addition, the impairment of any view by the structures contemplated under this Planned Development shall not be deemed a substantial adverse physical impact on other improvements within the meaning of Statement 20(D)(4)(e). All changes in conditions shall be measured based on the conditions that existed at the time of approval of this Planned Development or at the time of the expiration of a prior Successive Period;

- 5) The report prepared by the Commissioner, and all facts and reports on which it is based, must be made available to the applicant within two business days of the issuance of the report. If not, the report shall be deemed not to have been issued;
- 6) Within 90 days of the expiration of the relevant Successive Period but no sooner than 30 days after the issuance of the Commissioner's report, the Chicago Plan Commission shall hold a hearing, proper notice thereof as required by the Chicago Zoning Ordinance having been provided, to determine if a review of the Planned Development under the parameters outlined above is warranted. If the Plan Commission decides that a review of the Planned Development is not warranted, then such review shall be conclusively presumed not to be warranted. If the Plan Commission decides that a review of the Planned Development is warranted, then it shall prepare a report and recommendation to the City Council Committee on Zoning outlining the facts which support its decision and the modifications, directly related to the facts giving rise to the review, which should be made to the Planned Development; and
- 7) The Plan Commission's decision to uphold the Commissioner's determination that a review of the Planned Development was warranted and any recommendations for modifications to the Planned Development shall be made available to the applicant and forwarded to the City Council Committee on Zoning within 15 days of the Plan Commission's decision. Once the Plan Commission's report is forwarded to the City Council Committee on Zoning, the proposed modifications to the Planned Development shall follow the procedure outlined in the Chicago Zoning Ordinance for planned development amendments, except that a further review of the matter by the Department of Planning and hearings by the Plan Commission need not be held.

[Existing Zoning Map, Boundary and Property Line Map, Generalized Land Use Map, Existing Land Use Map, River Bank Transit Line Easement Map, Building Setbacks Site Plan, Site Plan, Ground Plan, Two Volumetric Diagrams and Phasing Diagram attached to this Plan of Development printed on pages 19669 through 19679 of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Residential Business Planned Development.  
(As Amended)*

*Plan Of Development*

*Use And Bulk Regulations And Data.*

Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio
<u>Square Feet</u> Acres		
<u>144,375</u> 3.33	Business and professional offices, retail and service uses, multi-family dwelling units, hotel, broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving dishes which may exceed 8 feet in diameter, marina and other water-oriented recreational uses, day care centers, inter-track wagering facilities, enclosed, unenclosed or partially enclosed taverns	13.25



Net Site Area	General Description Of Land Use	Maximum Floor Area Ratio
	including live entertainment and dancing, art galleries and museums, non-accessory public parking, public transportation facilities, accessory uses and uses authorized as permitted uses in the B6-7 District.	

Gross Site Area = Net Site Area + Area remaining in public right-of-way:  
190,073 square feet = 144,375 square feet + 45,698 square feet.

Setbacks from Property Line:

In General Conformance with the Site Plan and the Plan of Development Statements.

Percentage of Site Coverage: In accordance with the Site Plan.

Parking and Loading:\*

Minimum Number of Off-Street Parking Spaces: 330.

Maximum Number of Off-Street Parking Spaces: 495.

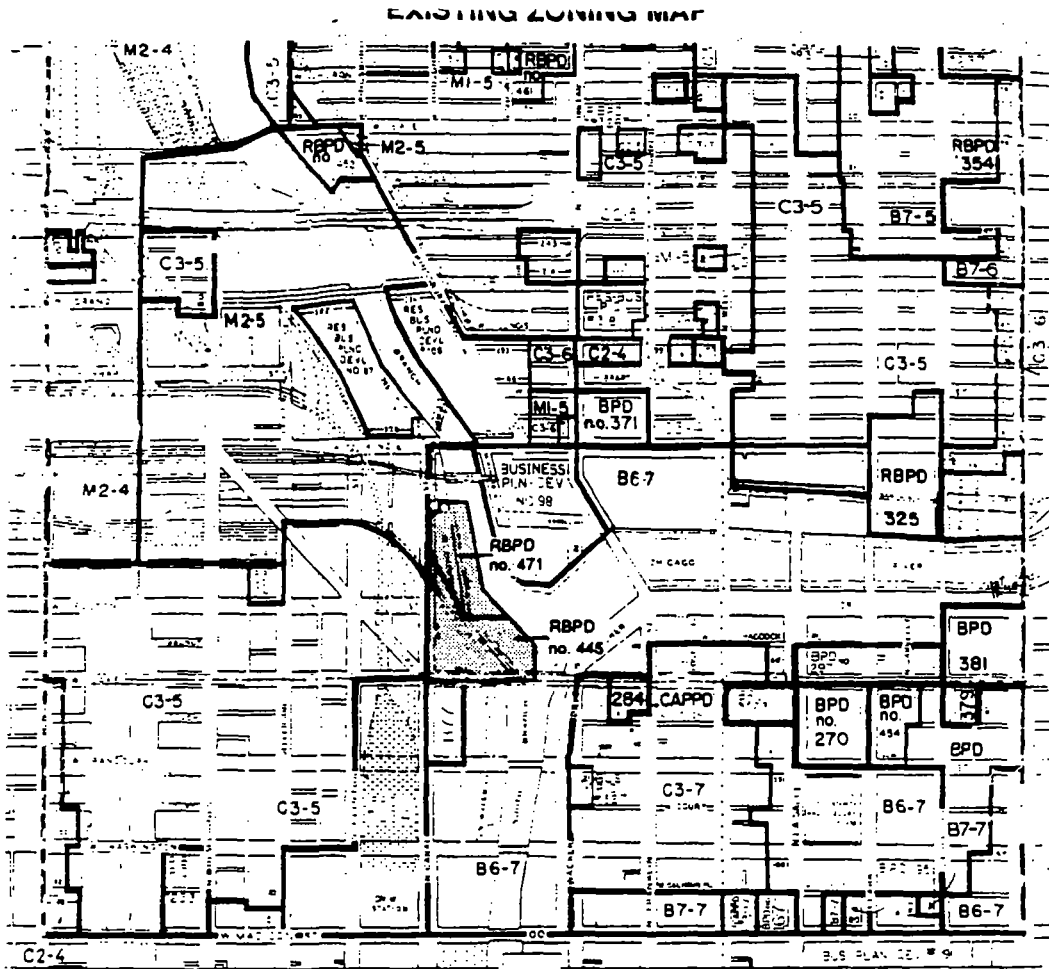
Minimum Number of Off-Street Loading: In accordance with the requirements of the B6-7 District regulations, but in no event to exceed a total of 11 berths.

Maximum Number of Hotel Rooms: 440 keys.

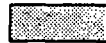
Maximum Number of Dwelling Units: See Statement No. 9D.

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\* See Statement No. 9



LEGEND

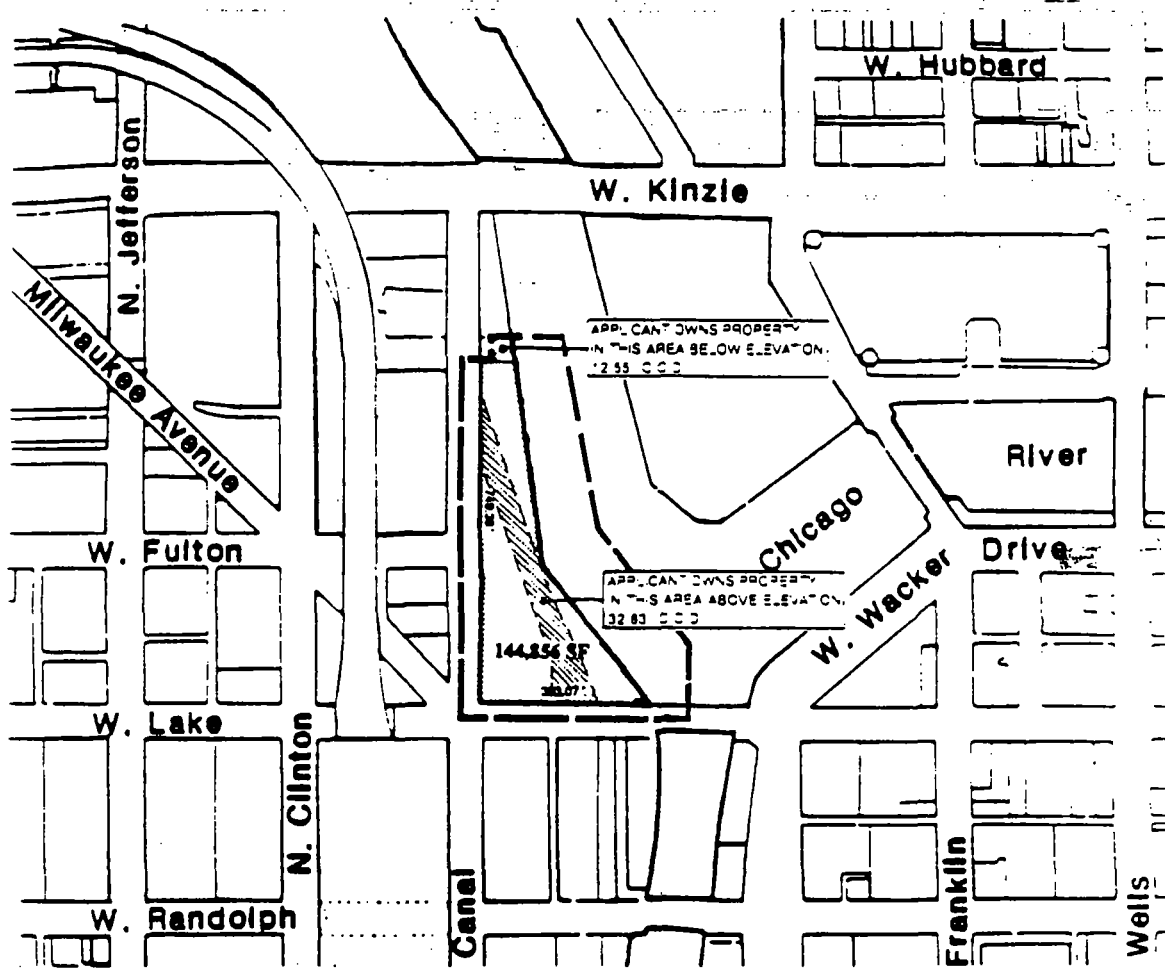


PLANNED DEVELOPMENT BOUNDARY


Applicant: L & M Riverbend Venture  
980 N. Michigan Avenue, Suite 400  
Chicago, IL 60611

Date: July 12, 1990

BOUNDARY AND PROPERTY LINE MAP

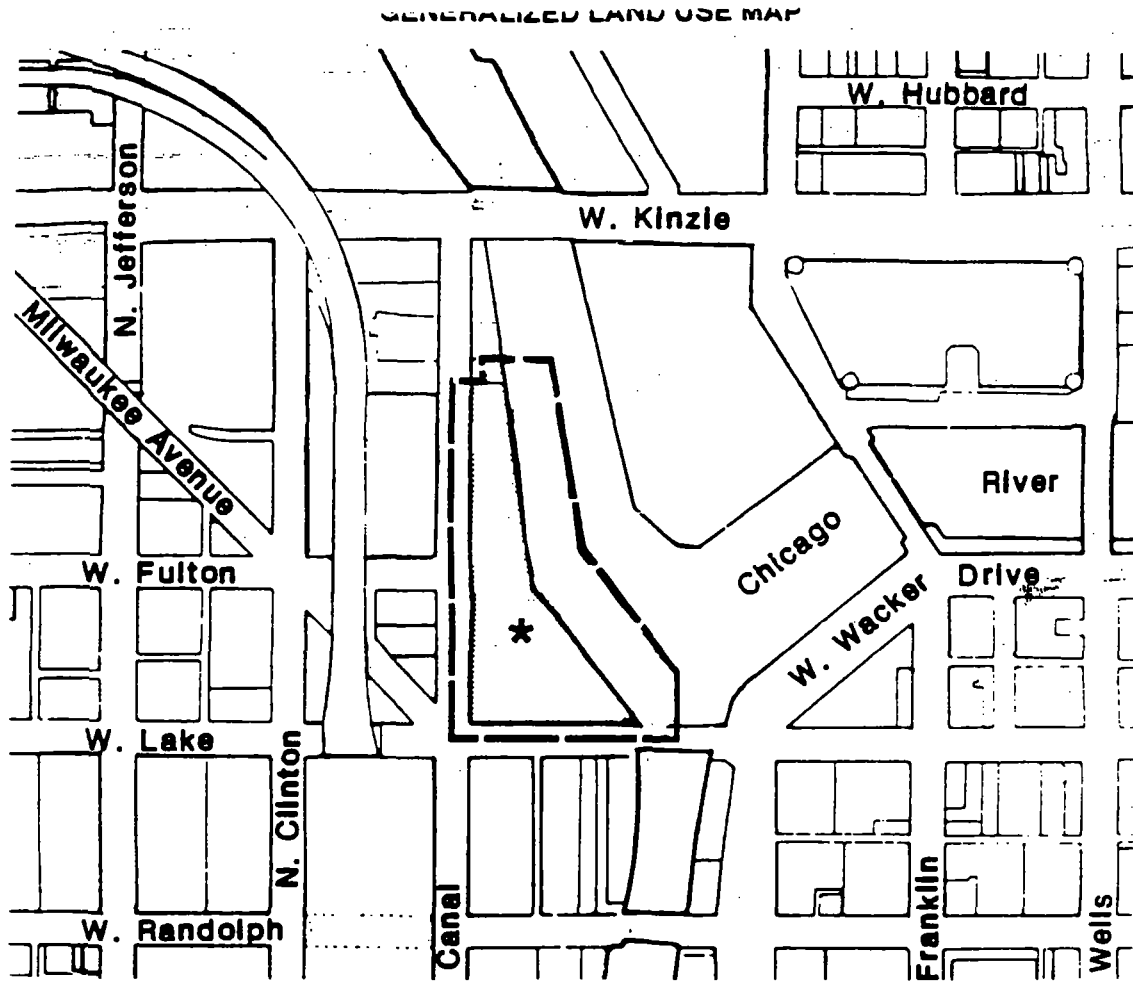


LEGEND

-  PROPERTY BOUNDARY (net site area)
-  PLANNED DEVELOPMENT BOUNDARY

Applicant: L & M Riverbend Venture  
 980 N. Michigan Avenue, Suite 400  
 Chicago, IL 60611

Date: April 25, 1990  
 REVISED: JULY 12, 1990



LEGEND



PROPERTY BOUNDARY



PLANNED DEVELOPMENT BOUNDARY

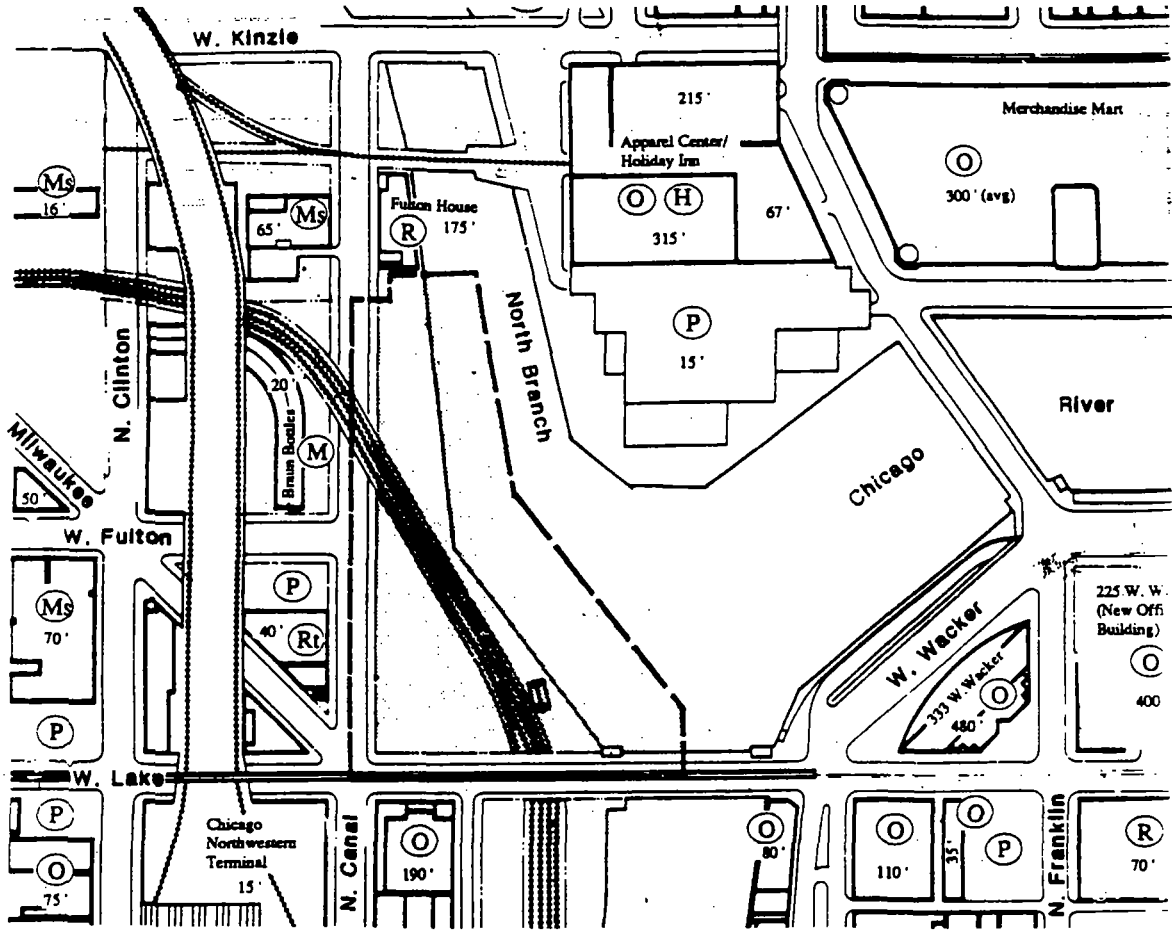


For Land Use, See Statement #3 of Plan of Development

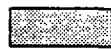
Applicant: L & M Riverbend Venture  
980 N. Michigan Avenue, Suite 400  
Chicago, IL 60611

Date: July 12, 1990

EXISTING LAND USE MAP



LEGEND



PROPERTY BOUNDARY



PLANNED DEVELOPMENT BOUNDARY

O = Office

M = Manufacturing

Rt = Retail

P = Parking

R = Residential

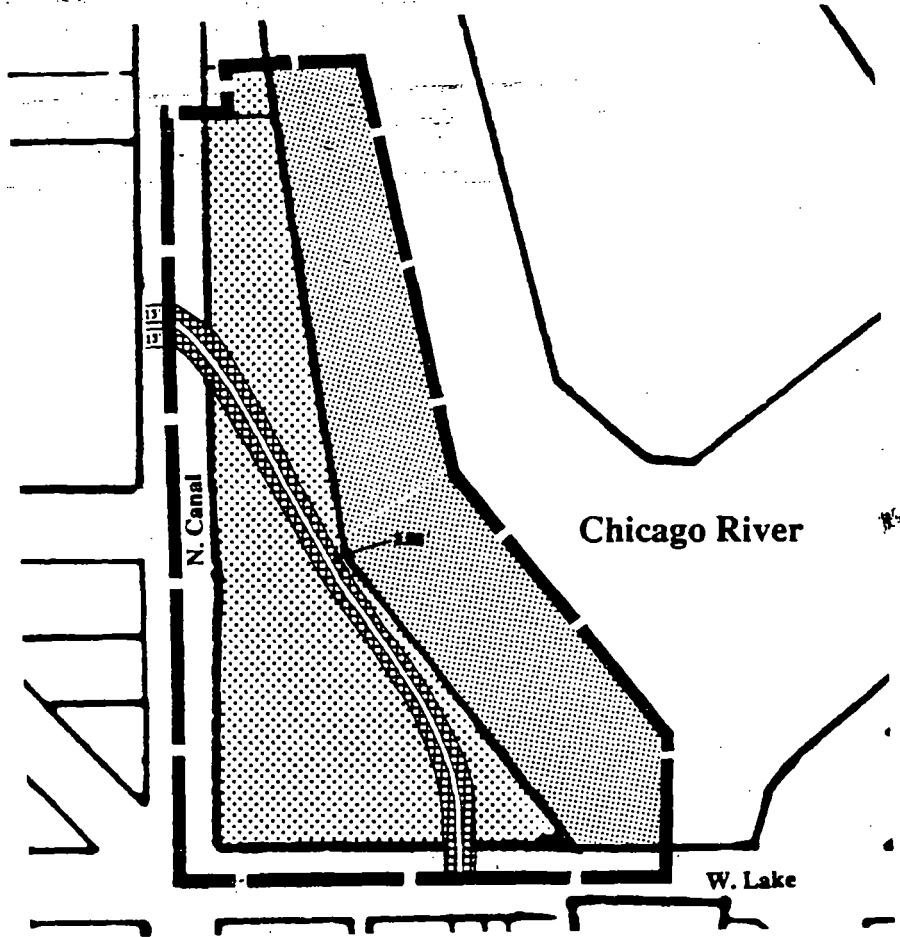
Ms = Miscellaneous Buildings

H = Hotel




Applicant: L & M Riverbend Venture  
 980 N. Michigan Avenue, Suite 400  
 Chicago, IL 60611

Date: July 12, 1990

**RIVER BANK TRANSIT LINE EASEMENT MAP**

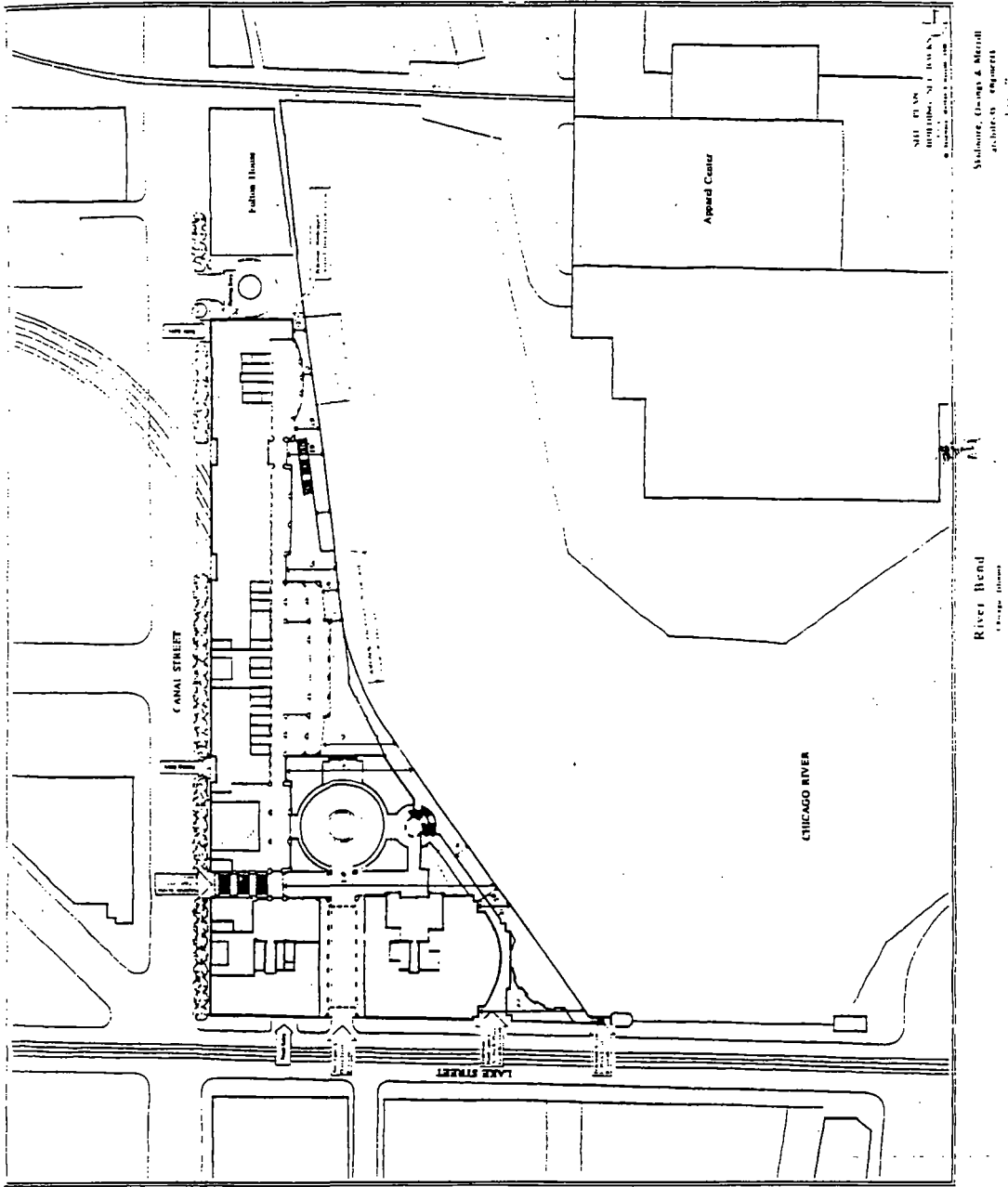


**LEGEND**

-  PROPERTY BOUNDARY
-  PLANNED DEVELOPMENT BOUNDARY
-  RIVER BANK TRANSIT LINE EASEMENT  
Two (2) lines, each 13 feet in width

**Applicant:** L & M Riverbend Venture  
980 N. Michigan Avenue, Suite 400  
Chicago, IL 60611

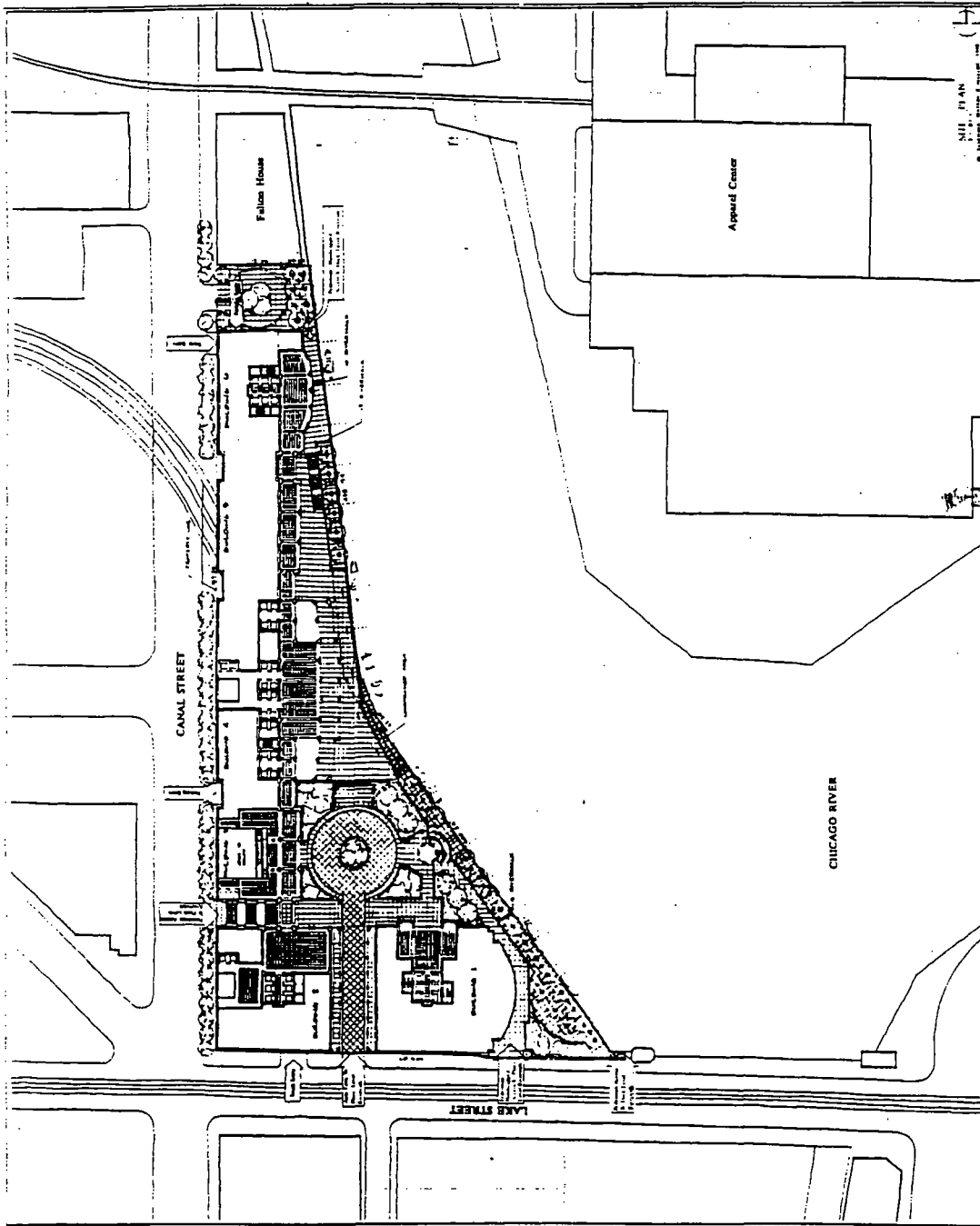
**Date:** July 12, 1990



**BUILDING SETBACKS  
SITE PLAN**

**RIVERBEND**

DATE: JULY 12, 1990



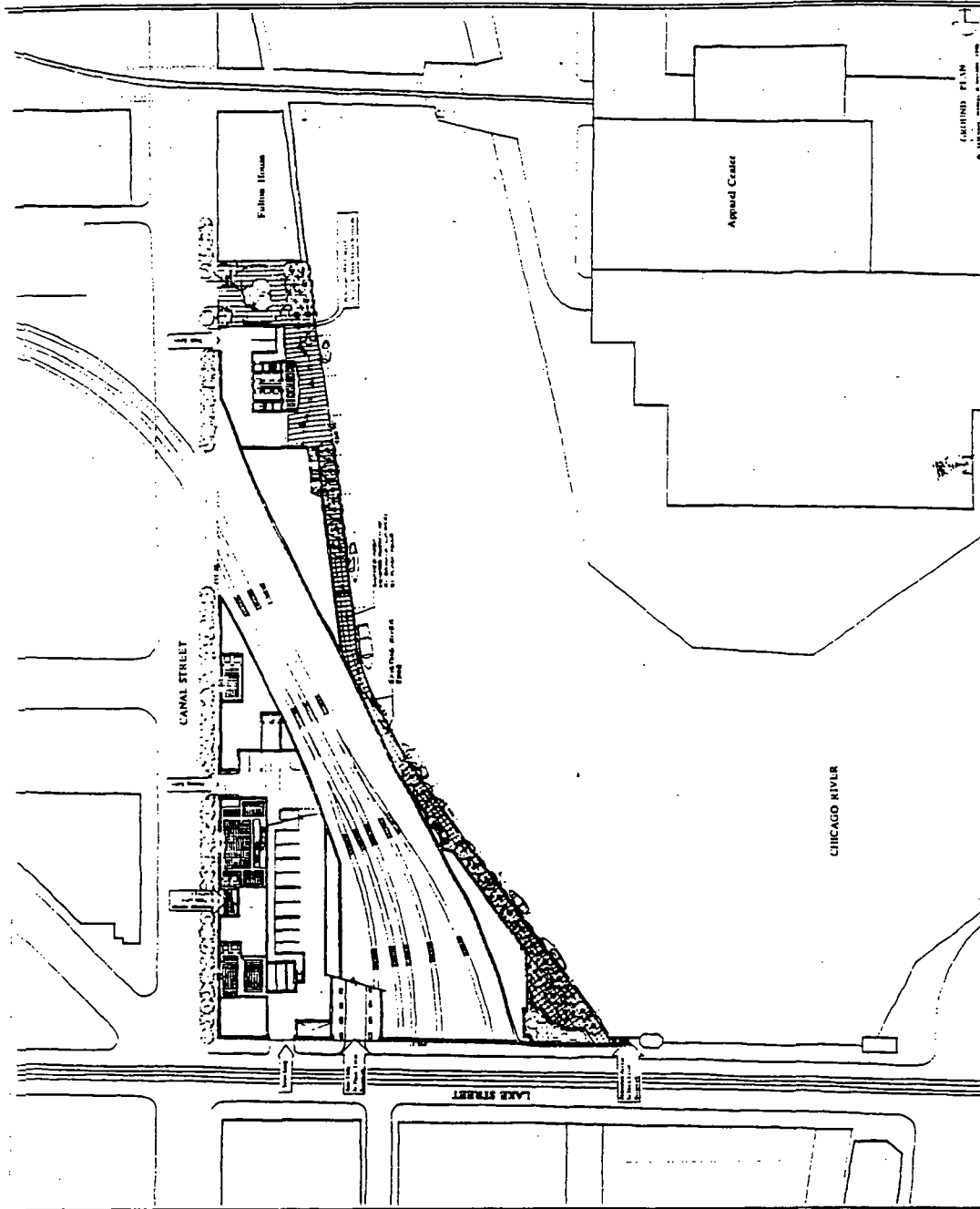
Skidmore, Owings & Merrill  
architects engineers

River Bend  
Chicago, Illinois

SITE PLAN  
JULY 12, 1990

RIVERBEND



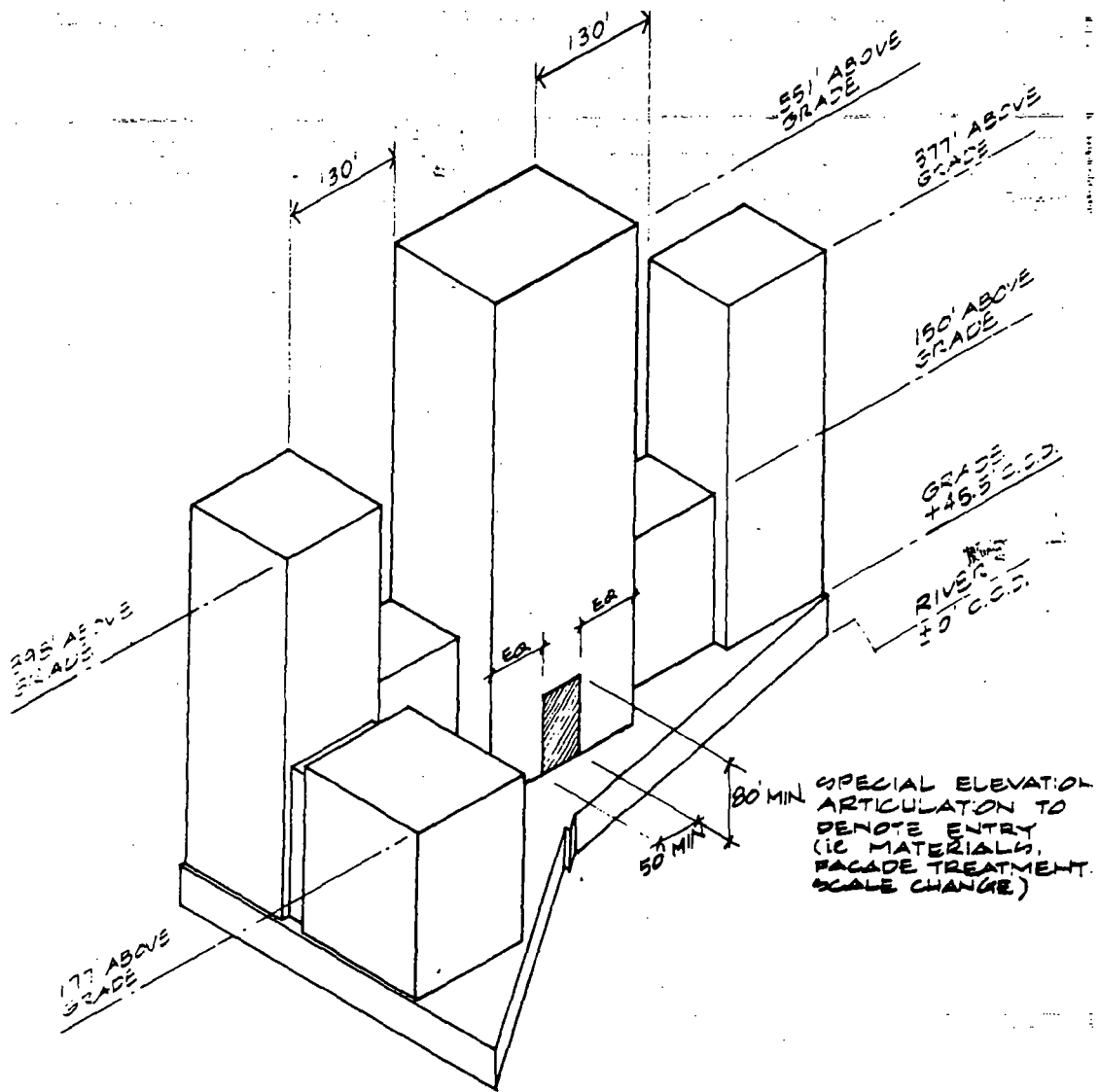


Midmore, Caspary & Merrill  
architects engineers

River Bend  
Chicago, Illinois

GROUND PLAN  
DATE: JULY 12, 1990

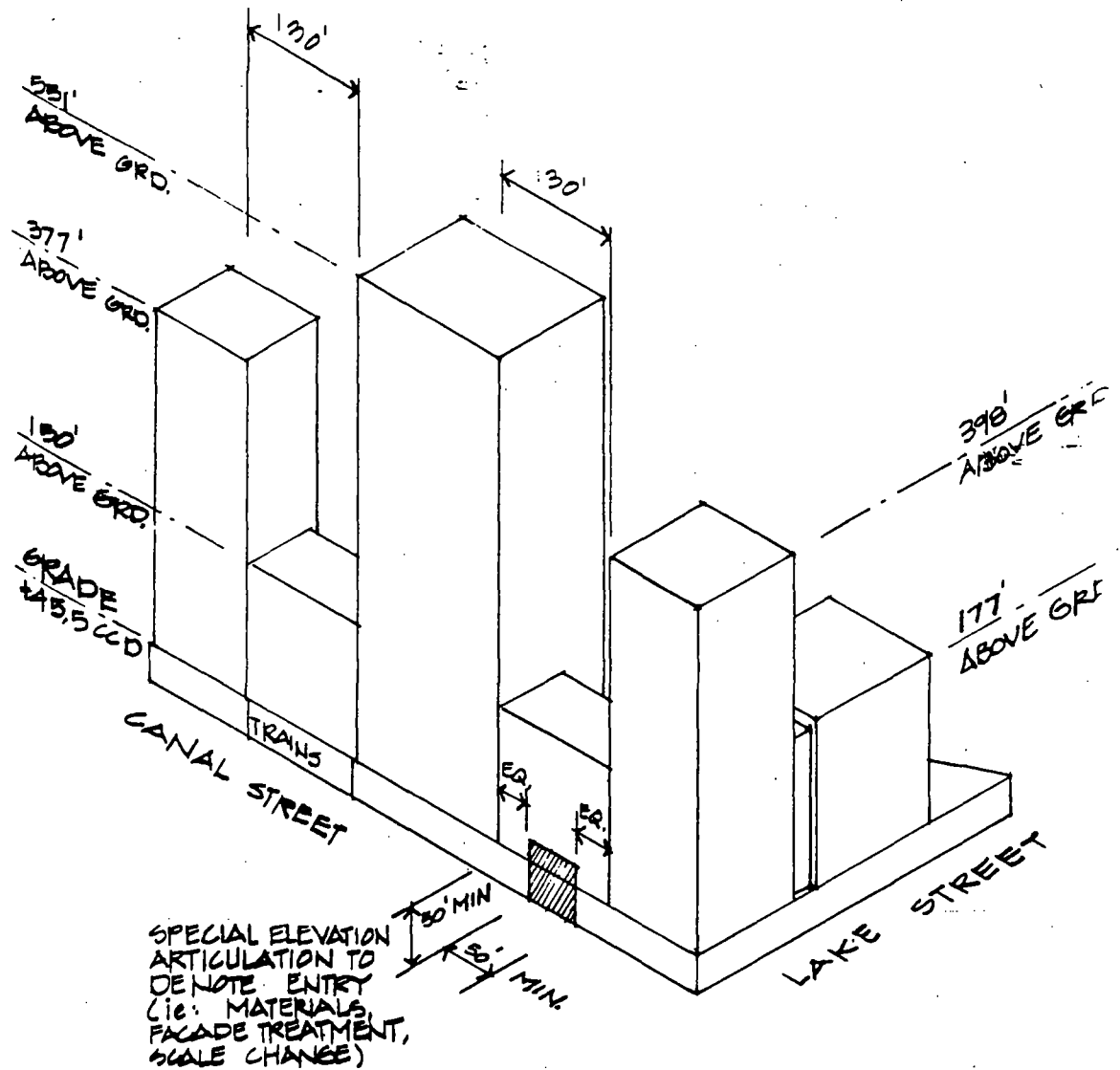
RIVERBEND



### Volumetric Diagram

River Bend  
Chicago, Illinois

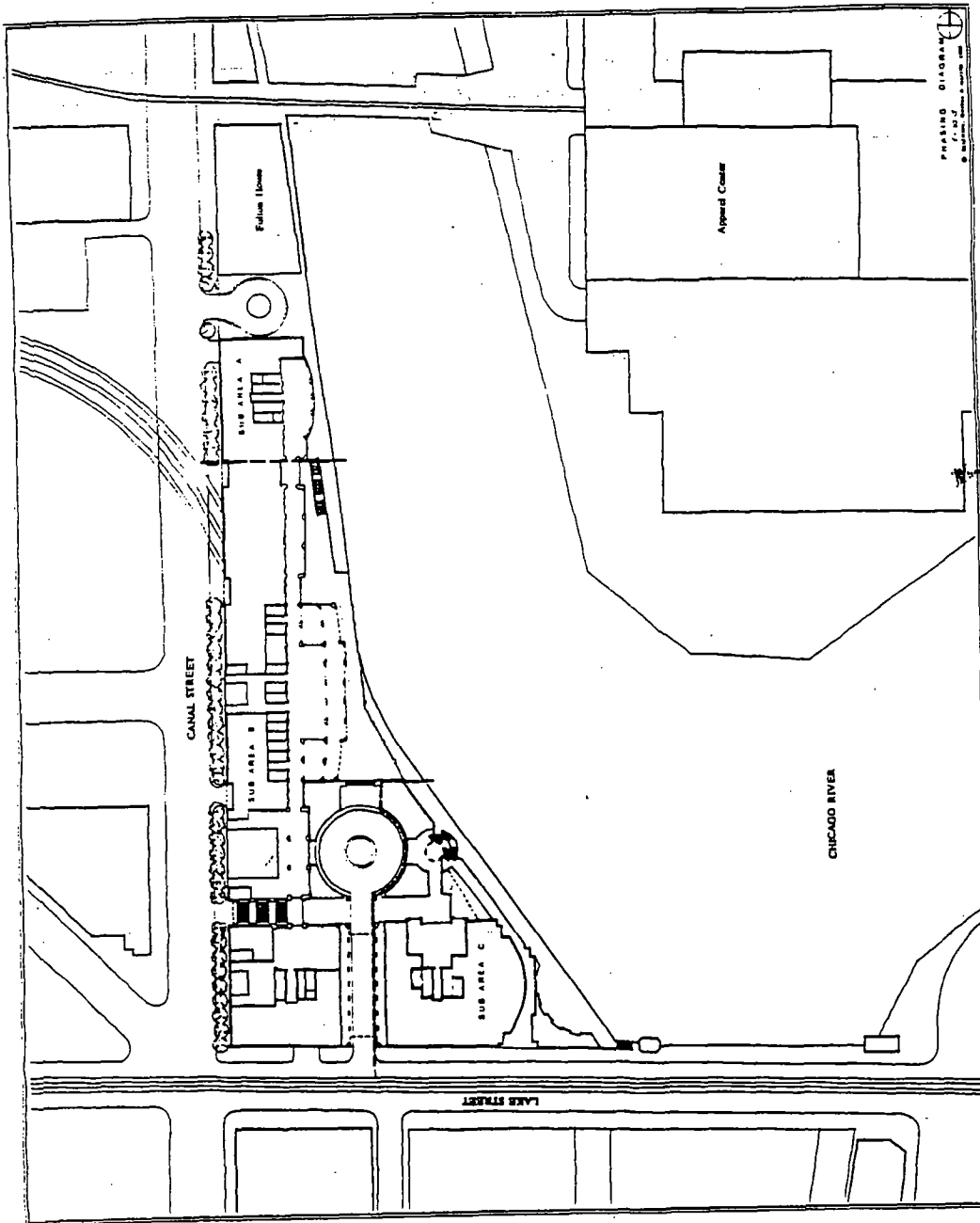
Skidmore Owings & Merrill  
July 12, 1990



Volumetric Diagram

River Bend  
Chicago, Illinois

Skidmore Owings & Merrill  
July 12, 1990



PHASING DIAGRAM  
© 1990 SHAWMUT, GEORGE & MERRILL

Shawmut, George & Merrill  
architects - engineers  
Jan. 11, 1990

River Bend  
Chicago, Illinois

PHASING DIAGRAM

RIVERBEND

DATE JULY 12, 1990

*Reclassification Of Area Shown On Map Number 1-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-F in the area bounded by:

West Wacker Drive; North Clark Street; West Haddock Place; and a line 161.28 feet west of and parallel with North Clark Street,

to reflect the establishment of a 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:

*Business Planned Development.  
(As Amended)*

*Plan Of Development.*

1. Legal title to that certain real property (the "Property") which is delineated herein as Business Planned Development and is subject to the use and bulk restrictions of this Business Planned Development is held by American National Bank and Trust Company of Chicago, not personally, but as Trustee under a Trust Agreement known as Trust No. 106925-07 and dated November 1, 1988. The applicant is the sole beneficiary of said Land Trust and, as such, has the authority to direct the Land Trust to act on the applicant's behalf.

All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. The property will be held under single ownership or control or under single designated

control by the aforesaid Trust or by its beneficiaries or by the affiliates, successors, assigns, grantees or lessees of said Trust or said beneficiaries.

2. The applicant acknowledges that the applicant, its affiliates, successors, assigns, grantees or lessees shall obtain all official reviews, approvals and permits which may be necessary to implement the development of the Property. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way which may be necessary to implement development of the Property, if otherwise required, shall require a separate submittal on behalf of the applicant, its affiliates, successors, assigns, grantees or lessees, and if otherwise required, approval by the City Council.
3. Business and professional offices, retail uses and all other uses described as permitted uses by the B6-7 Zoning District provisions of the current Chicago Zoning Ordinance, (Sections 8.3-6(B) and 8.4-6 and associated sections referred to therein), shall be permitted upon the Property. Without limiting any use heretofore described as permitted, also permitted upon the property shall be existing parking uses of the Property and earth station transmitting/receiving and transmitting dishes (without limitation upon size). In addition, the following special uses shall be permitted upon the Property: (i) public art galleries and museums; (ii) radio towers, earth station receiving and transmitting dishes and antennae (without regard to size), television towers, telephone exchanges, microwave relay towers, and telephone transmission equipment building; (iii) taverns, including live entertainment and dancing. Unenclosed or partially enclosed taverns are expressly permitted, except that live entertainment and dancing are not permitted in the unenclosed or partially enclosed areas; (iv) day care centers, consistent with Chapter 158 of the Chicago Municipal Code; (v) other special uses consistent with, incidental to and appropriate for the principal permitted and special uses of the building to be constructed on the Property, subject to the approval of the Commissioner of Planning. Said uses may be located at any location and within any portion of any building upon the Property.
4. Off-street parking and off-street loading shall be provided upon the Property in accordance with the Bulk Regulations Table, and shall be subject to the review and approval of the Commissioner of Planning and the Bureau of Traffic Engineering and Operations.
5. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation 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.
6. Business and business identification signs, including temporary, construction and marketing signs, may be permitted upon the Property, subject to the review and

approval of the Department of Planning and of the Department of Inspectional Services, which approval shall not be unreasonably withheld.

7. The height of each building located upon the Property and any appurtenances attached thereto shall, in addition to the Bulk Regulation Table, be subject to:
  - (a) Height limitations as certified on Form F.A.A.-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
  - (b) Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.
8. The Property is located south of and directly across West Wacker Drive from the Chicago River, a Chicago inland waterway. Any shadows or wind associated with the development of the Property, as contemplated by this Planned Development, is not anticipated to result in any substantial negative impact on the Chicago River.
9. This Planned Development consists of eighteen (18) Planned Development Statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map; an Existing Land Use Map; and a Table of Use and Bulk Regulations and Data; a Site Plan prepared by Skidmore, Owings & Merrill, dated July 12, 1990. Full size sets of the Site Plan are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
10. The applicant shall make best and reasonable efforts to enter into a mutually acceptable agreement with the owner of the property located at 203 North LaSalle Street (the "Transportation Building") to permit the installation and operation of an internal pedestrian connection between the lobby area of the building to be constructed on the Property and the mezzanine of the Transportation Building. Such internal pedestrian connection shall be installed concurrently with the construction of the building and shall be opened for use by the public at such time as the building is ready for public use. The internal pedestrian connection shall remain open for public use during the regular operating hours of the building to be constructed on the Property.
11. A. The applicant shall make the lobby of the building to be constructed on the Property visible from the street to the extent reasonably possible and open to the public during regular business hours and shall provide within that lobby certain "Public Amenities", which shall include interior landscaping; sculptures or other art displays; public seating and may include, at the sole option of the applicant,

one or more of the following features: water features; and exhibition spaces (which may be integrated into the other Public Amenities).

B. The lobby may be closed to the public to the extent and for such period of time as may be reasonably necessary or appropriate to accommodate the construction, maintenance or repair of such space or the building and after regular business hours.

C. The use, configuration and operation of the lobby, so long as it is consistent with the provisions of this statement, shall be within the applicant's control.

D. The applicant's agreement herein to permit the public use of the lobby shall not be construed as permitting any use which interferes with the reasonable operation of the building on the Property or any private use of the Property.

E. The requirements of this Statement shall be waived or modified administratively, by the Commissioner of the Department of Planning to the minimum extent reasonably necessary to enable the applicant to comply with the provisions of the Chicago Building and Fire/Life Safety Codes and, in so complying, to also satisfy the provisions of this statement to the extent possible.

12. The applicant shall make the best and reasonable efforts to locate a restaurant along the Clark Street frontage of the proposed building on the Property, including open air seating along Clark Street, as weather permits. In winter months, when outdoor dining is not feasible, the applicant shall locate pieces of sculpture, other art displays, or other public amenities in this outdoor seating area in order to continue to provide a strong, active connection between the exterior streetscape and the building.
13. In order to accommodate the approximately 4-foot grade change along the Clark Street frontage of the Property, the open public area along Clark Street will be connected to the Clark Street sidewalk by means of steps. Landscaping, in accordance with the applicant's Site Plan and in compliance with standards contained in *Manual of Tree Planting Standards, Department of Streets and Sanitation, Bureau of Forestry*, will be provided, unless precluded by existing utilities or sidewalk vaults, in the public right-of-way along Clark Street to enhance and compliment the open space and help create a greenway corridor leading to the Chicago River edge. The applicant shall consult with the Department of Planning with respect to the specific nature of such landscaping. The applicant will expend up to \$50,000.00 to rehabilitate the stairwell located on Clark Street near Wacker Drive leading to Lower Wacker Drive.
14. In the event the operators of a commuter and/or tourist boat service are able to obtain all necessary licenses and approvals, the applicant shall make best and reasonable efforts to construct a dock along the Chicago River adjacent to the Property adequate to serve commuter and/or tourist boats travelling on the Chicago River. Further, the applicant shall undertake improvements to or upgrading of parkway areas along the Chicago River edge between Clark Street and LaSalle Street (which may include upgrading of landscaping, pavement or



staircases) and maintenance during the normal operating season of such boat service. The total cost of implementing such dock and related improvements shall not exceed \$100,000.00. Applicant shall become obligated to implement such dock and make related improvements or upgrading at the time a building permit for the building to be constructed on the Property is issued.

15. In the event the operators of a commuter and/or tourist boat service are unable to obtain the licenses and approvals set forth in paragraph 14 above, the applicant will expend an amount not to exceed \$100,000.00 to be used to undertake rehabilitation of park improvements along the river edge in a manner mutually acceptable to the applicant and the Department of Planning.
16. In recognition of the important nexus between the proposed development and the nearby Lake/Clark Street rapid transit station, the applicant shall, within one year from the date of passage by the City Council of the ordinance approving this Planned Development, contribute \$300,000.00 to the City solely for the renovation of the Clark/Lake rapid transit station.
17. The exterior landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in general conformance with the Site Plan. The landscaping shall be maintained at all times in accordance with the Site Plan. Mature trees of the caliper set forth on the Site Plan, shall be installed in the public way adjacent to the Property in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic subject to the approval of the Department of Planning.
18. Unless substantial construction on the proposed building on the Property 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 a B6-7 District.

[Existing Zoning Map, Property Line and Boundary Map, Generalized  
Land Use Map, Existing Land Use Area Map and Site Plan  
attached to this Plan of Development printed  
on pages 19687 through 19691  
of this Journal.]

Bulk Regulation Table attached to this Plan of Development reads as follows:

*Bulk Regulation Table.*  
*(As Amended)*

Applicant: Jaymont (U.S.A.) Incorporated by its attorneys, Rudnick & Wolfe (per Theodore J. Novak, Kevin J. Rielley and David L. Reifman).

Address: 203 North LaSalle Street, Chicago, Illinois.

Date: June 23, 1989.  
Revised July 12, 1990.

Net Site Area: 24,088 square feet (0.55 acres).

Permitted Uses: Business and professional offices, retail uses and all other uses described as Permitted Uses by the B6-7 and zoning district provisions of the current Chicago Zoning Ordinance, including existing parking uses of the Property and the following special uses: (i) public art galleries and museums; (ii) radio towers, earth station receiving and transmitting dishes and antennae (without regard to size), television towers, telephone exchanges, microwave relay towers, and telephone transmission equipment building; (iii) taverns, including live entertainment and dancing. Unenclosed or partially enclosed taverns are expressly permitted, except that live entertainment and dancing are not permitted in the unenclosed or partially enclosed areas; (iv) day care centers, consistent with Chapter 158 of the Chicago Municipal Code; (v) other special uses consistent with, incidental to and appropriate for the principal permitted and special uses of the building to be constructed

on the Property, subject to the approval of the Commissioner of Planning.

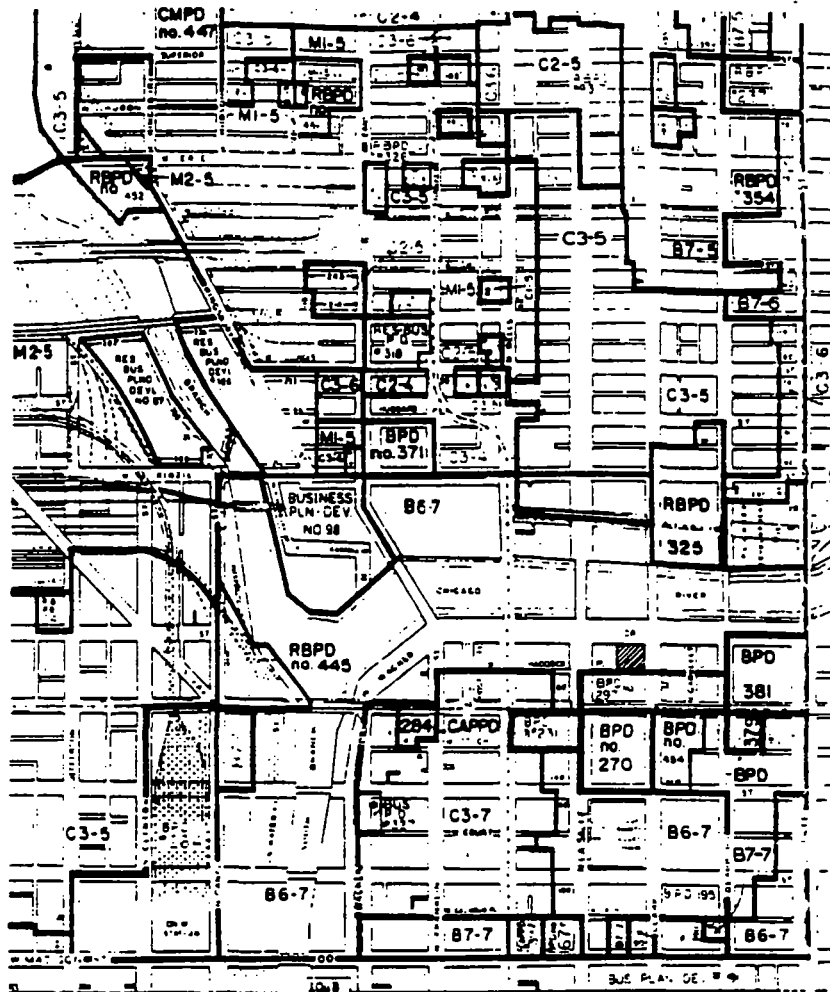
Maximum Floor Area Ratio:	27.4 <sup>1</sup>
Maximum Building Height:	600 feet from street level, with architectural expression of Wacker Drive datum zone at 210 -- 265 feet above street level. <sup>2</sup>
Maximum Percentage of Building Site Coverage:	100%.
Minimum Number of Levels of Parking:	1.
Minimum Number of Parking Spaces:	30.
Minimum Number of Loading Berths:	6(10 feet X 25 feet).
Minimum Floor Area Related to Retail Use (including restaurant and newsstand):	3,000 square feet.
Minimum Building Setbacks:	None.
Gross Site Area Calculations:	
Net Site Area	24,088 square feet
Approximate Area to Remain in Public Right-of-Way	19,236 square feet
Approximate Gross Site Area	43,762 square feet

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<sup>1</sup> For purposes of maximum floor area calculations, space devoted to mechanical equipment which exceeds 5,000 square feet in any single location shall not be counted as floor area and non-accessory parking, if any, shall not be counted as floor area.

<sup>2</sup> Height measurements are made from street level, at the center line of the front entrance of the building to be constructed on the Property.

EXISTING ZONING MAP



LEGEND



PLANNED DEVELOPMENT



ZONING BOUNDARIES

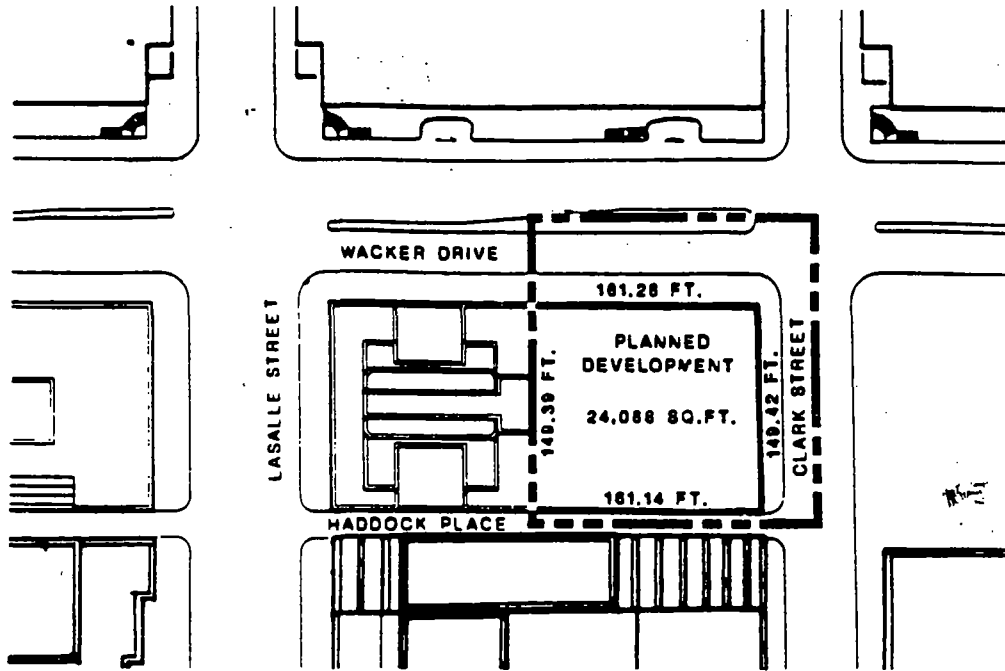
Applicant: Jaymont (U.S.A.) Incorporated  
 by its attorneys, Rudnick & Wolfe  
 (Per Theodore J. Novak)

Address: 203 North LaSalle Street, Chicago, IL

Date: June 23, 1989

Revised: July 12, 1990

PROPERTY LINE AND PLANNED DEVELOPMENT BOUNDARY MAP



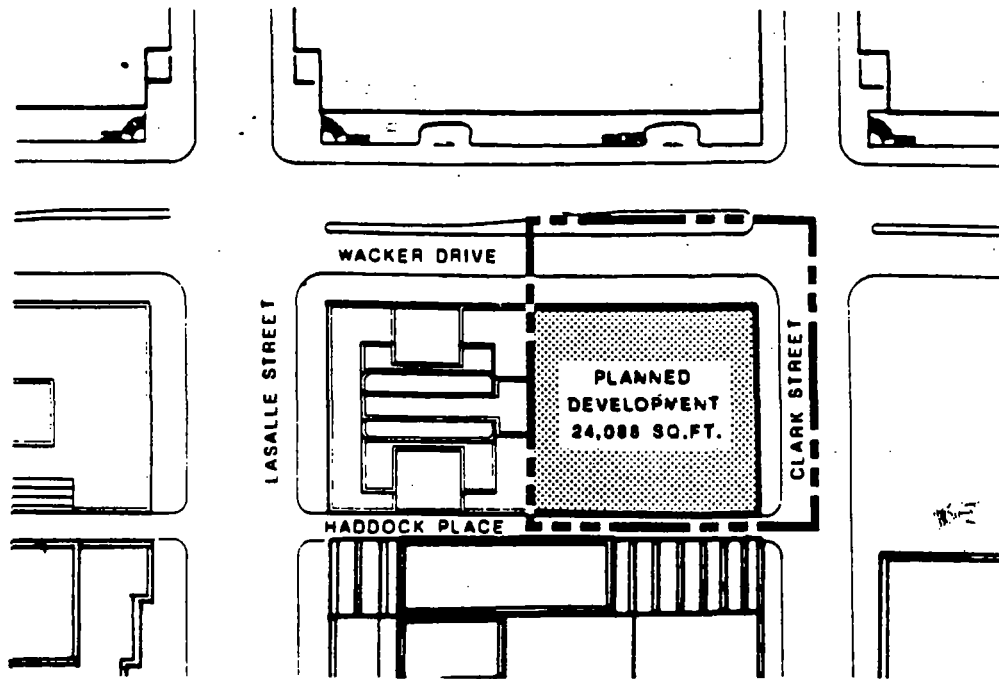
LEGEND

— PROPERTY LINE

- - - PLANNED DEVELOPMENT BOUNDARY

Applicant: Jaymont (U.S.A.) Incorporated  
by its attorneys, Rudnick & Wolfe  
(Per Theodore J. Novak)  
Address: 203 North LaSalle Street, Chicago, IL  
Date: June 23, 1989  
Revised: July 12, 1990

GENERALIZED LAND USE MAP

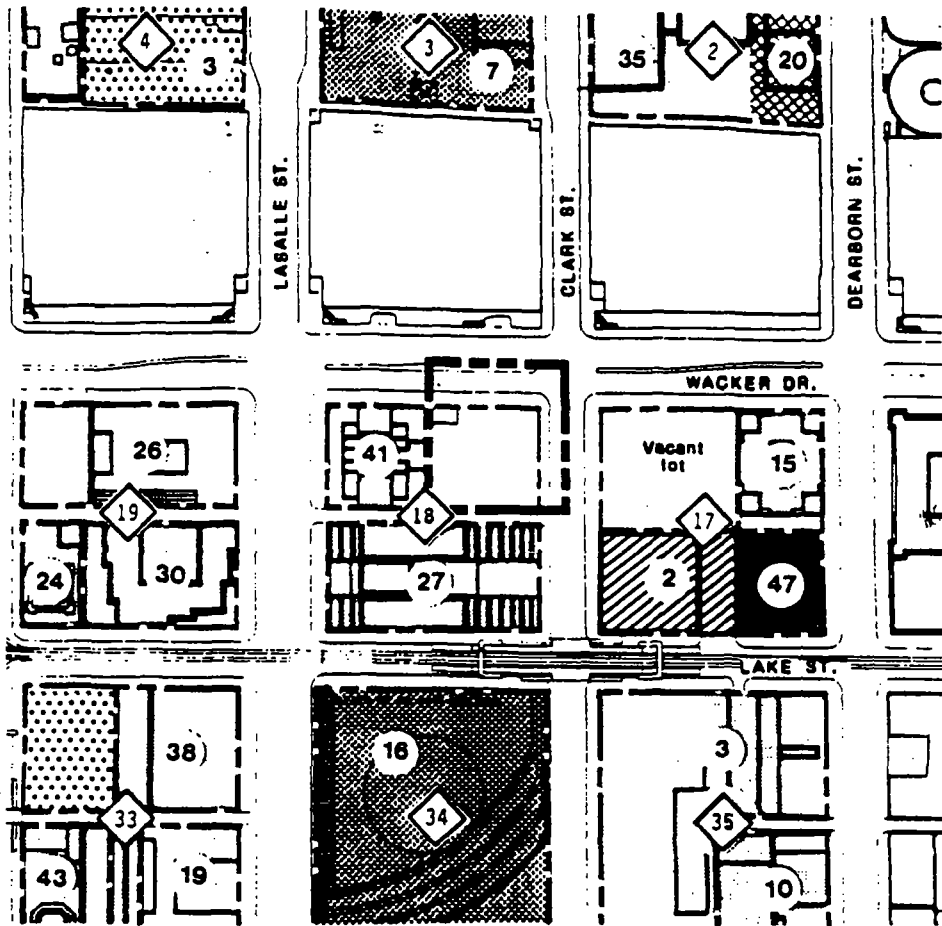


LEGEND

- PROPERTY LINE
- - -** PLANNED DEVELOPMENT BOUNDARY
- [Stippled Box]** BUSINESS, OFFICE, RETAIL AND SUCH OTHER USES PERMITTED BY THIS PLANNED DEVELOPMENT

Applicant: Jaymont (U.S.A.) Incorporated  
 by its attorneys, Rudnick & Wolfe  
 (Per Theodore J. Novak)  
 Address: 203 North LaSalle Street, Chicago, IL  
 Date: June 23, 1989  
 Revised: July 12, 1990

EXISTING LAND USE AREA MAP



LEGEND

- OFFICE
- GOVERNMENTAL
- RETAIL
- RESIDENTIAL
- HOTEL
- PARKING
- BLOCK NO.
- NO. OF FLOORS
- LOT LINE
- PLANNED DEVELOPMENT BOUNDARY

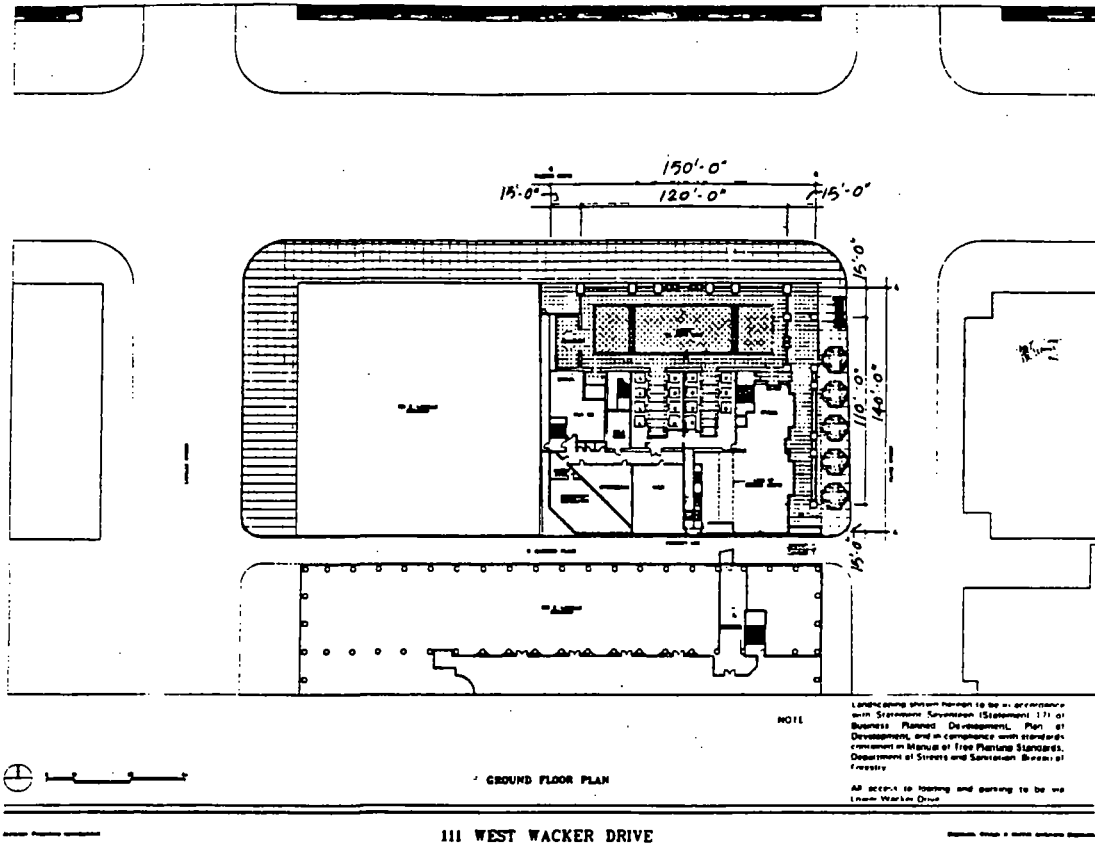
Applicant: Jaymont (U.S.A.) Incorporated  
 by its attorneys, Rudnick & Wolfe  
 (Per Theodore J. Novak)

Address: 203 North LaSalle Street, Chicago, IL

Date: June 23, 1989

Revised: July 12, 1990

SITE PLAN



Applicant: Jaymont (U.S.A.) Incorporated  
 by its attorneys, Rudnick & Wolfe  
 (Per Theodore J. Novak)

Address: 203 North LaSalle Street, Chicago, IL

Date: June 23, 1989

Revised: July 12, 1990



*Reclassification Of Area Shown On Map Number 1-G:  
(As Amended)*

*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 B3-2 General Retail District symbols and indications as shown on Map No. 1-G in area bounded by:

West Chicago Avenue; a line 125.10 feet east of and parallel to North Armour Street; the alley next south of and parallel to West Chicago Avenue; and North Armour 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 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 the area bounded by:

West Van Buren Street; South Clinton Street; West Jackson Boulevard; and South Canal Street,

to the designation of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area described above.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the C3-6 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in the area bounded by:

West Van Buren Street; South Clinton Street; West Jackson Boulevard; and South Canal Street,

to the designation of a 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 3. 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 124,573 square feet of real property and is identified in the Boundary and Property Line Map attached hereto as Exhibit "A" (the "Site"). The Site is owned or controlled by the applicant, Heartland/Baryl (North Parcel) Joint Venture, an Illinois general partnership.
2. This Plan of Development consists of seventeen (17) statements, the Boundary and Property Line Map, an Exhibit "B" entitled "Table of Use and Bulk Regulations and Related Controls", an Exhibit "C" entitled "Existing Zoning Map", an Exhibit "D" entitled "Generalized Land Use Plan", an Exhibit "E" entitled "Existing Land Use Map", an Exhibit "F" entitled "Site Plan", an Exhibit "G" entitled "Landscaping Plan", an Exhibit "H" entitled "Proposed Retail Expansion Area", an Exhibit "I" entitled "Ground Floor Plan", and an Exhibit "J" entitled "Garage Elevation". This Plan of Development is applicable to the Planned Development and 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.

3. The following uses shall be permitted within the Planned Development: offices, accessory and non-accessory parking facilities, off-street loading, retail, surface and subsurface pedestrian-way connections ("pedways"), those uses permitted within the C3-6 Commercial- Manufacturing District and related uses, including, without limitation, earth stations, transmitting and receiving dishes which may exceed eight (8) feet in diameter, public transportation facilities, health facilities and recreational uses.
4. Exhibit "B" attached hereto sets forth the requirements concerning off- street parking, off-street loading facilities, bulk limitations and related controls pertaining to the Site.
5. For purposes of floor area ratio ("F.A.R") calculations, the definitions of "floor area" and "floor area ratio" set forth 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, any and all floor area devoted to heating, ventilation and air conditioning equipment and comprising 5,000 or more square feet in a single location, regardless of placement in the building, shall not be included in a calculation of floor area for purposes of determining F.A.R. Floor area devoted to accessory off-street parking shall also be excluded from "floor area" for purposes of determining F.A.R.
6. The height restriction of each building constructed on the Site and any appurtenance attached thereto shall be subject to:
  - (a) Height limitations as may be subject to the approval of the Federal Aviation Administration, pursuant to Part 77 of the regulations of the Administrator, Federal Aviation Administration;
  - (b) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council; and
  - (c) Height limitations set forth in the Table of Use and Bulk Regulations and Related Controls attached hereto as Exhibit "B".
7. The applicant or its successors and assigns shall obtain any and all other approvals, licenses and permits required in connection with this Plan of Development. Any dedication or vacation of streets, alleys or easements or any adjustment of public right-of-way shall require a separate submittal on behalf of the applicant or its successors or assigns and approval by the City Council.
8. All off-street parking and loading facilities will be provided in accordance with this Plan of Development in accordance with the regulations of the Bureau of

Traffic Engineering and Operations and in compliance with the applicable provisions of the Municipal Code of Chicago. Any service drive or other vehicular ingress or egress shall be adequately designed and paved in accordance with the regulations of the Bureau of Traffic Engineering and Operations and in compliance with the applicable provisions of the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles.

9. Interim surface parking shall be permitted on any portion of the Site from the effective date hereof until construction commences on any such portion. Prior to the commencement of construction of any such open-air surface parking facilities on the Site, the site and landscaping plans for such surface parking facilities shall be approved by the Commissioner of the Department of Planning, which approval shall not be unreasonably withheld or delayed.
10. Business and business identification signs shall be permitted in the Planned Development, subject to review and approval by the Commissioner of the Department of Planning. Temporary signs, such as construction and marketing signs, shall be permitted, subject to review and approval by the Commissioner of the Department of Planning.
11. This Plan of Development may be developed in phases, within the time frames set forth in Statement Number 17 below. The restrictions noted in this Plan of Development relate to the ultimate development of the Site.
12. The minimum size of the loading berths required under this Planned Development shall be 10 by 20 feet. The design of the loading berths shall otherwise conform to the provisions of Section 8.10 of the Chicago Zoning Ordinance.
13. Currently located to the immediate north of the Site is the Chicago Union Station terminal building (the "Terminal"). The Terminal has historical significance. So as to complement the Terminal's architectural style and to create an interrelationship therewith, the proposed office building shown on the Site Plan shall contain set-back expressions from South Canal Street and South Clinton Street, (a) with a depth of approximately 30 feet, at a height of approximately 60 feet above "Canal Street Grade" (as hereinafter defined), and (b) with a depth of approximately 37.5 feet, at a height of approximately 340 feet above Canal Street Grade. Furthermore, the exterior of said proposed office building, from ground level up to at least a height equal to the fourth floor cornice height of the Terminal's existing headhouse, shall be constructed using materials that are predominantly masonry or other materials of equal quality and architectural compatibility with the Terminal. Said proposed office building shall also include a colonnade along Canal Street with scale and spacing substantially similar to the colonnade of the Canal Street frontage of the Terminal's existing headhouse. For purposes of this Plan of Development, "Canal Street Grade" shall mean the grade level of South Canal Street, as measured at the top of the curb at the southwest corner of West Jackson Boulevard and South Canal Street. In the event that the applicant applies for an amendment to this Statement, for any reason, and the Commissioner of the Department of Planning determines that such an amendment

is appropriate, then such amendment shall be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The improvements on the Site shall be designed and constructed in general conformance with the Site Plan, Ground Floor Plan and Garage Elevation attached hereto as Exhibits "F", "I" and "J", respectively. The exterior landscaping (including street trees in the adjacent right-of-way) shall be designed and constructed in general conformance with the Landscaping Plan attached hereto as Exhibit "G". Mature trees, similar to those installed as of this date in the public way adjacent to the parking garage on the Site, shall be installed in the public way adjacent to the proposed office building in accordance with the standards of the Department of Streets and Sanitation, Bureau of Forestry and the Department of Public Works, Bureau of Street Traffic. If the applicant applies for an amendment to this Statement, for any reason, and the Commissioner of the Department of Planning determines that such an amendment is appropriate, then such an amendment shall be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
15. If the applicant elects to construct an addition to the existing parking garage, then the applicant shall use best efforts to convert all or a portion of the ground floor frontage of said parking garage along Clinton Street, as approximately shown on Exhibit "H" attached hereto, to retail uses. If the applicant elects to construct an addition to the existing parking garage, then the applicant shall, in conjunction with such expansion, relocate the ticket dispensers situated at the Clinton Street entrance, in order to provide enhanced interior reservoir capacity for automobiles, a distance of approximately sixty (60) feet into the parking garage from their existing location. The express purpose of such modifications shall be to minimize the impact of such parking garage expansion on the proposed light rail transit system. If the applicant applies for an amendment to this Statement, for any reason, and the Commissioner of the Department of Planning determines that such an amendment is appropriate, then such an amendment shall be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
16. The obligations imposed on the applicant under this Planned Development shall be binding on the applicant's successors and assigns.
17. Unless a building permit for the proposed office building shown on the Site Plan is properly applied for and diligently pursued and, once obtained, construction of the improvements is diligently prosecuted to completion, the approvals granted and obligations imposed under this Planned Development shall expire upon the tenth anniversary of the effective date hereof. Notwithstanding the foregoing, if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned development ordinances, 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 later of (a) the effective date of the amendatory ordinance and (b) the date of the City Council's passage of said

amendatory ordinance). If this Planned Development expires under the provisions of this Statement, then the zoning of the Property shall automatically revert to that of a C3-6 Commercial-Manufacturing District, subject to the provisions of the special use permit (Number 44-88-S) issued by the Zoning Board of Appeals pursuant to its meeting of March 18, 1988.

[Exhibits "A" through "J" attached to this Plan of Development  
printed on pages 19698 through 19708  
of this Journal.]

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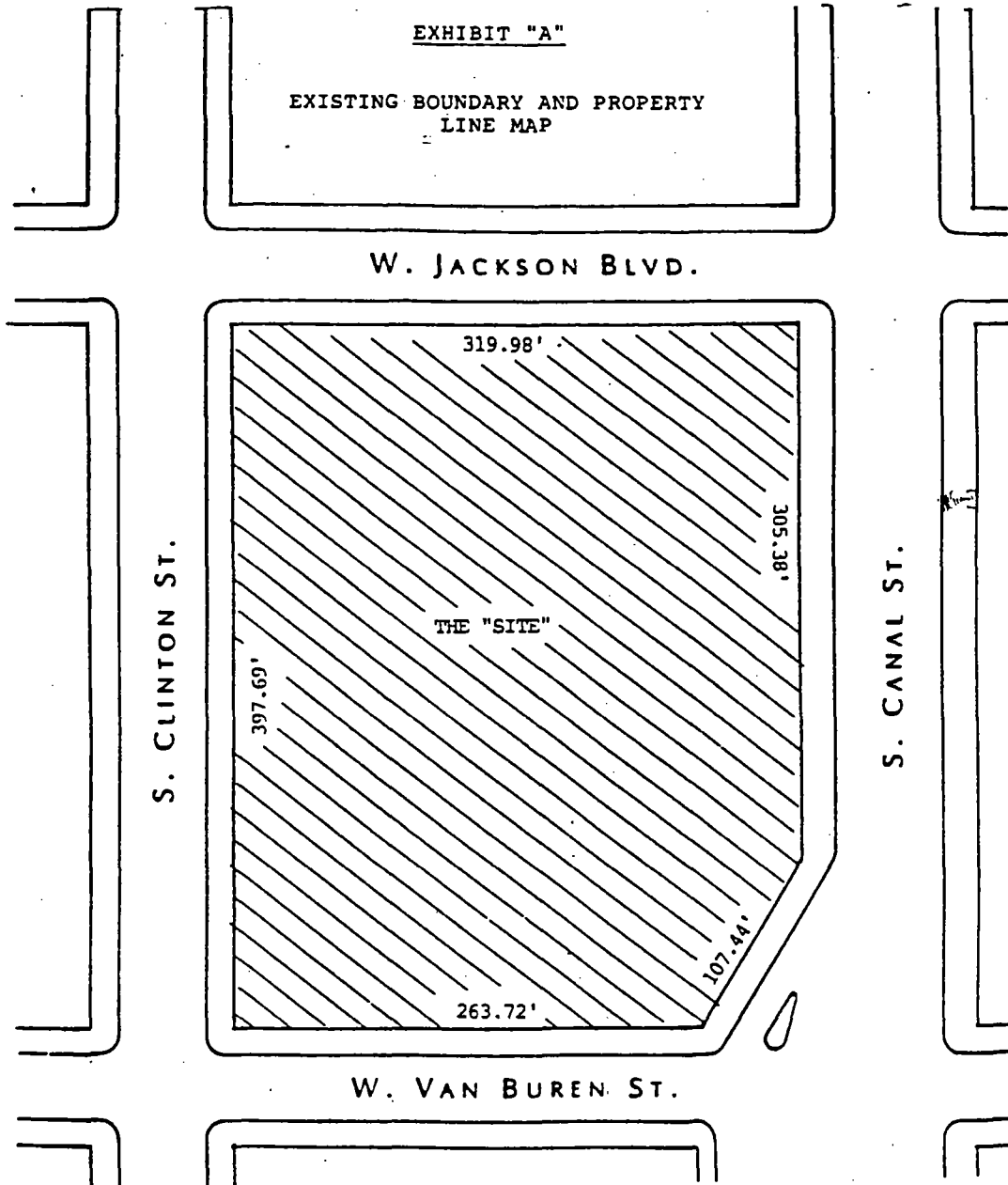
*Reclassification Of Area Shown On Map Numbers  
5-F And 7-F.*

*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 R5 General Residence District, C1-3 Restricted Commercial District and Institutional Planned Development No. 158 symbols and indications as shown on Map No. 5-F and on Map No. 7-F in the area bounded by:

a line 211 feet north of West Fullerton Parkway; North Orchard Street; North Lincoln Avenue; a line from a point 151.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue to a point 211.9 feet west of North Lincoln Avenue along the north line of West Belden Avenue; a line extending due south from the last described point to the south line of West Belden Avenue; the south line of West Belden Avenue; the alley next east of and parallel with North Halsted Street; a line 143 feet south of and parallel with West Belden Avenue; North Halsted Street; the north line of West Belden Avenue; the alley next southwest of and parallel to North Lincoln Avenue; a line from a point 350 feet northwest of West Belden Avenue along the northeast line of the alley next southwest of and parallel to North Lincoln Avenue, to a point 501.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue; a line 656.2 feet northwest of West Belden Avenue along the southwest line of North Lincoln Avenue and perpendicular to North Lincoln Avenue; a line 60 feet southwest of and parallel with North Lincoln Avenue; a line 457.16 feet northwest of West Belden Avenue along the northeast line of the alley next southwest of North Lincoln Avenue and perpendicular to that alley; the alley next southwest of North Lincoln Avenue; North Halsted Street; North Lincoln Avenue; West Fullerton Parkway; a line 142.5 feet west of North Orchard Street; the alley next north of and parallel to West Fullerton Parkway; and the alley next west of and parallel to North Orchard Street,

(Continued on page 19709)



APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

**EXHIBIT "B"**  
**(Page 1 of 2)**

Table of Use and  
Bulk Regulations and Related Controls

<u>Net Site Area Sq. Ft.</u>	<u>Acres</u>	<u>General Description of Land Uses</u>	<u>Maximum F.A.R.</u>	<u>Maximum Floor Area of Office Building</u>	<u>Maximum Height of Office Building</u>	<u>Maximum Height of Parking Garage</u>	<u>Minimum Floor Area Devoted to Retail</u>	<u>Maximum Number of Off-Street Parking Spaces</u>	<u>Minimum Number of Accessory Off-Street Parking Spaces for Office Building</u>	<u>Minimum Number of Off-Street Loading Facilities</u>
124,573	2.86	offices, accessory and non-accessory parking facilities, off-street loading, retail, surface and subsurface pedestrian-way connections, those uses permitted in a C3-6 Commercial-Manufacturing District and related uses, including, without limitation, earth stations, transmitting and receiving dishes which may exceed eight (8) feet in diameter, public transportation facilities, health facilities and recreational uses.	14.55	1,205,000 square feet.	655 feet above "Canal Street Grade."	100 feet above "Canal Street Grade."	10,000 square feet.	2,580	204	7

APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990



**EXHIBIT "B"**  
**(Page 2 of 2)**

**Table of Use and**  
**Bulk Regulations and Related Controls**

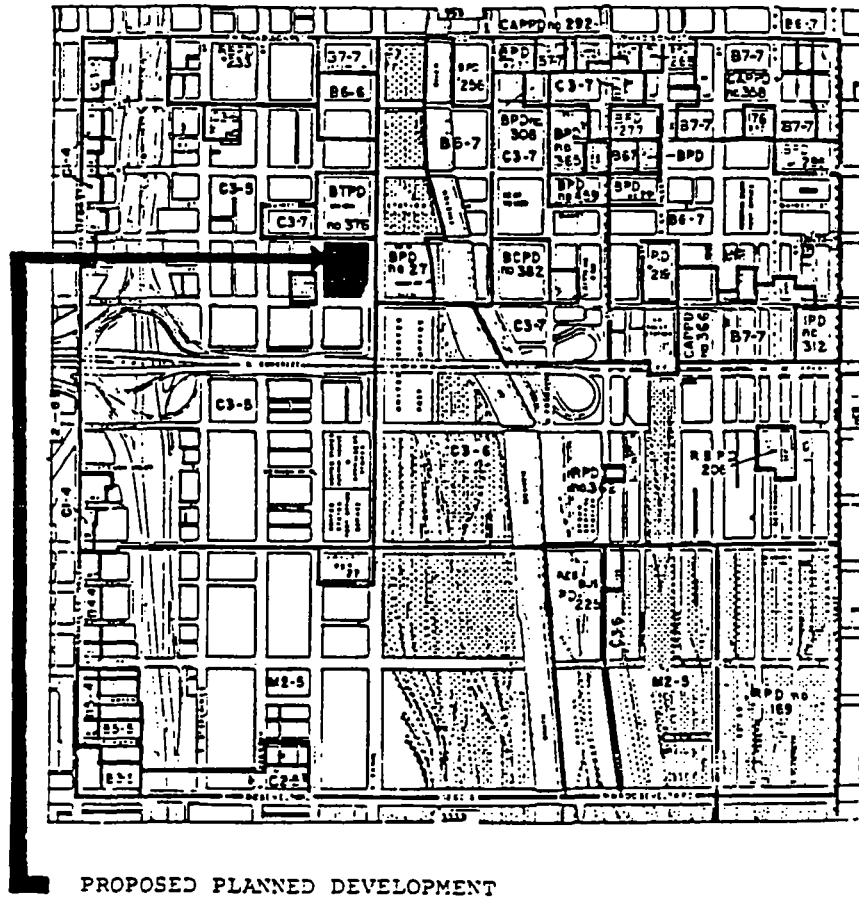
<b>Maximum Land Coverage</b>	<b>Minimum Periphery Setbacks for Office Building From South Canal Street and From South Clinton Street</b>		<b>Minimum Periphery Setback for Office Building From West Van Buren Street</b>	
	<b>Level</b>	<b>Minimum Setback</b>	<b>Level</b>	<b>Minimum Setback</b>
In accordance with the Site Plan attached hereto.	Approximately 60 feet above "Canal Street Grade."	30 feet	Approximately 100 feet above "Canal Street Grade."	287 feet
	Approximately 340 feet above "Canal Street Grade."	37.5 feet		

**APPLICANT:** Heartland/Baryl (North Parcel) Joint Venture  
 2222 South Indiana Avenue  
 Chicago, Illinois 60616

**DATE:** July 12, 1990

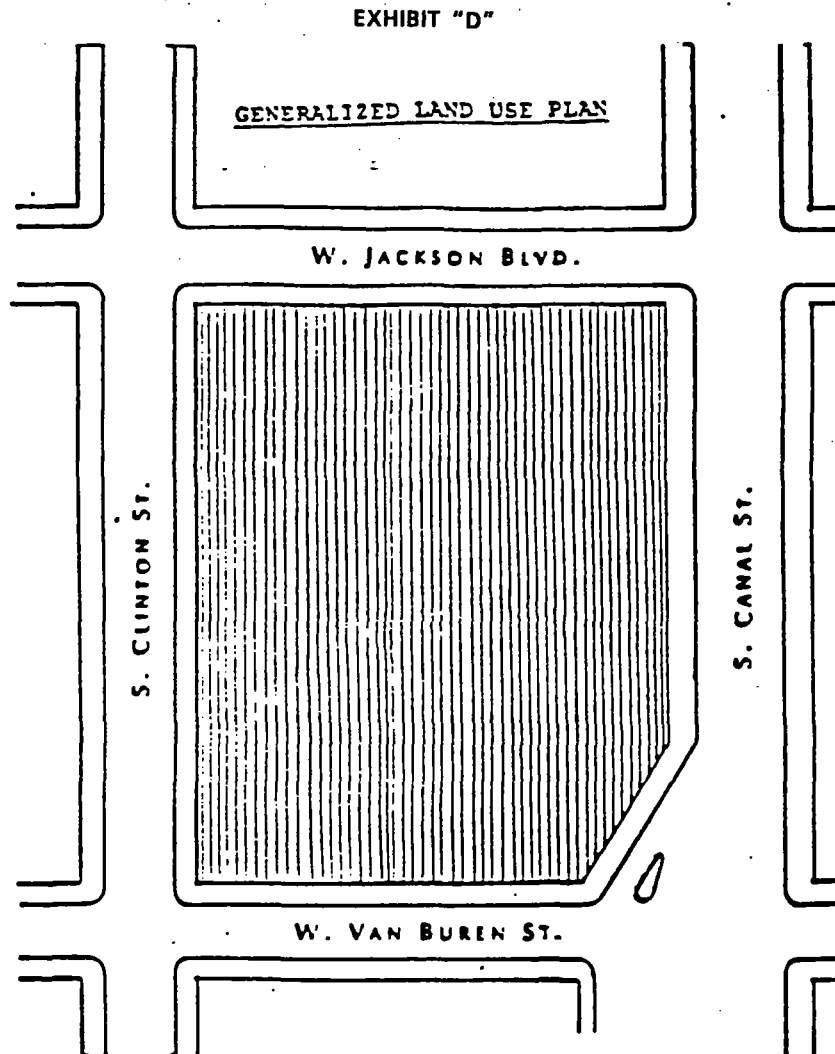
EXHIBIT "C"

EXISTING ZONING MAP



APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

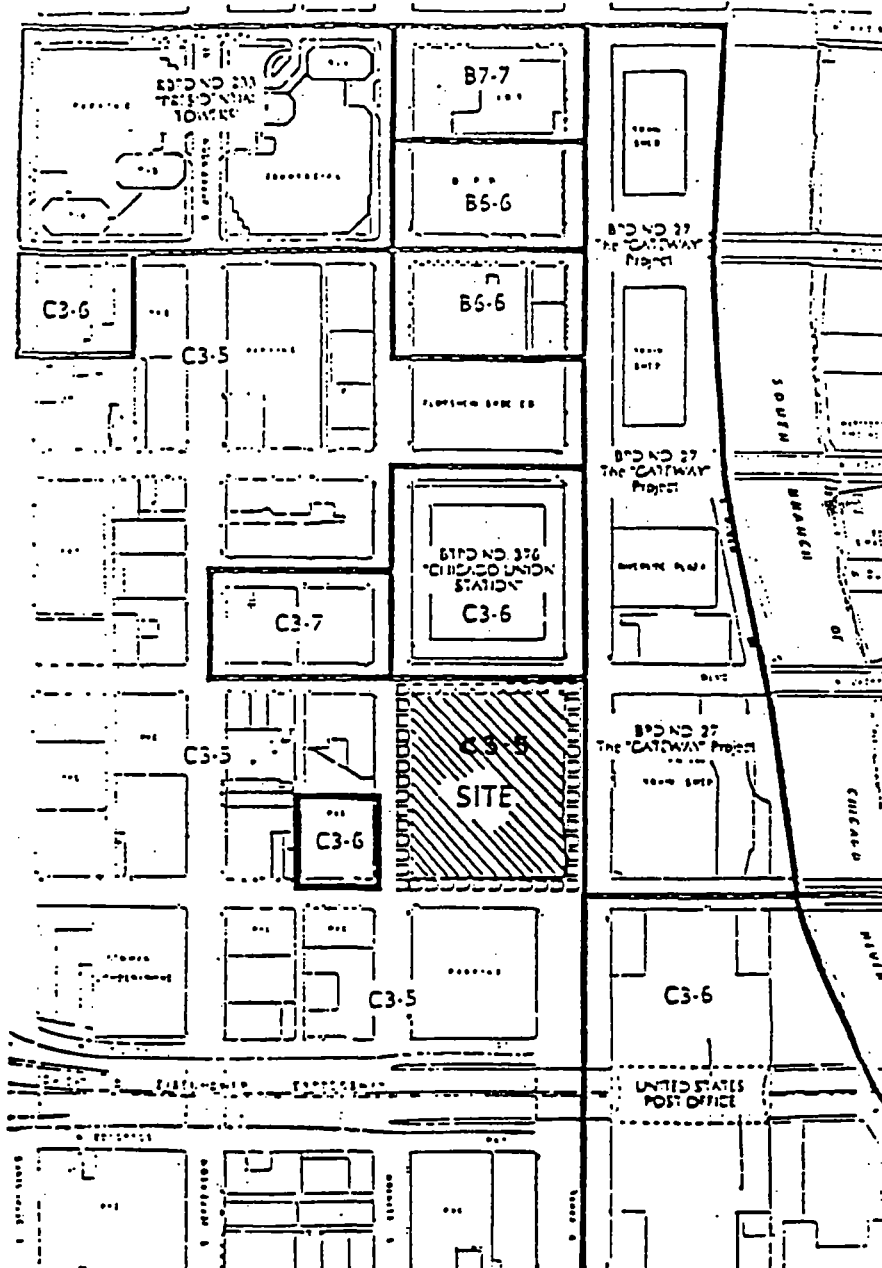


OFFICE, RETAIL, PARKING  
AND OTHER USES ACCORDING  
TO PLAN OF DEVELOPMENT

APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois. 60616

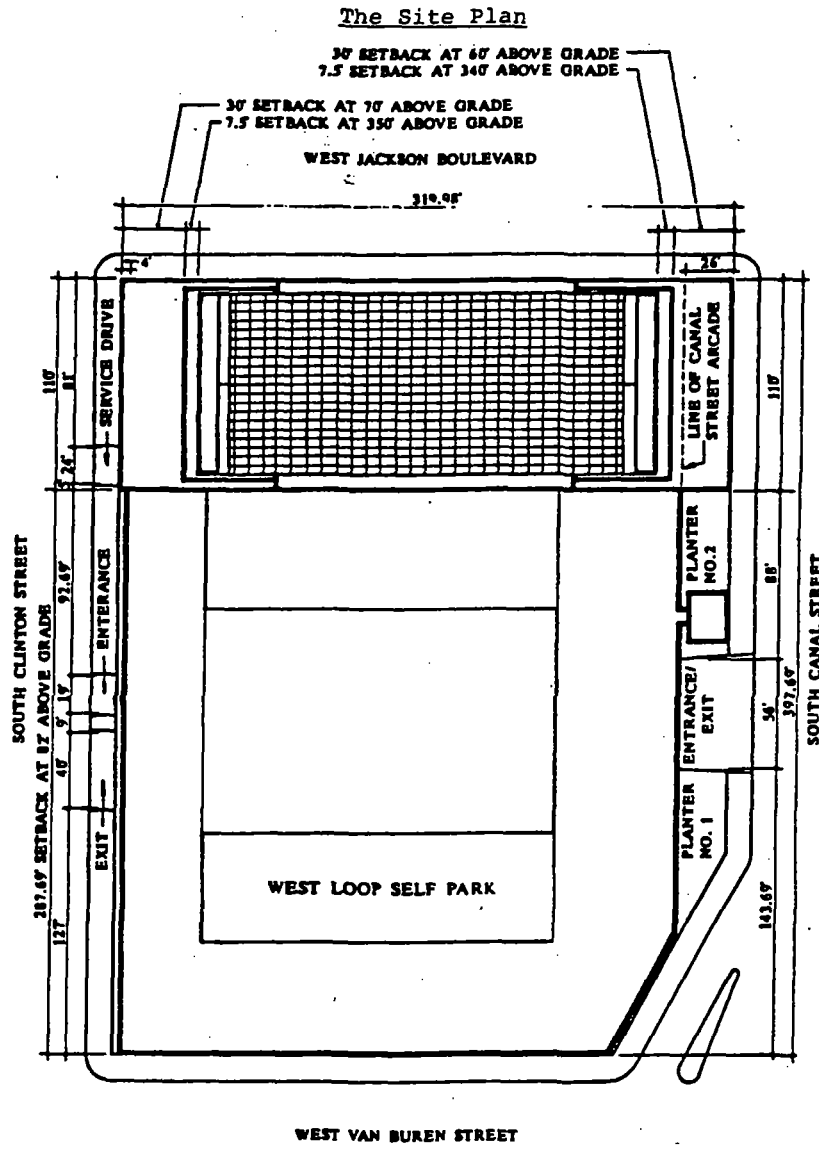
DATE: July 12, 1990

EXISTING LAND USE MAP



APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

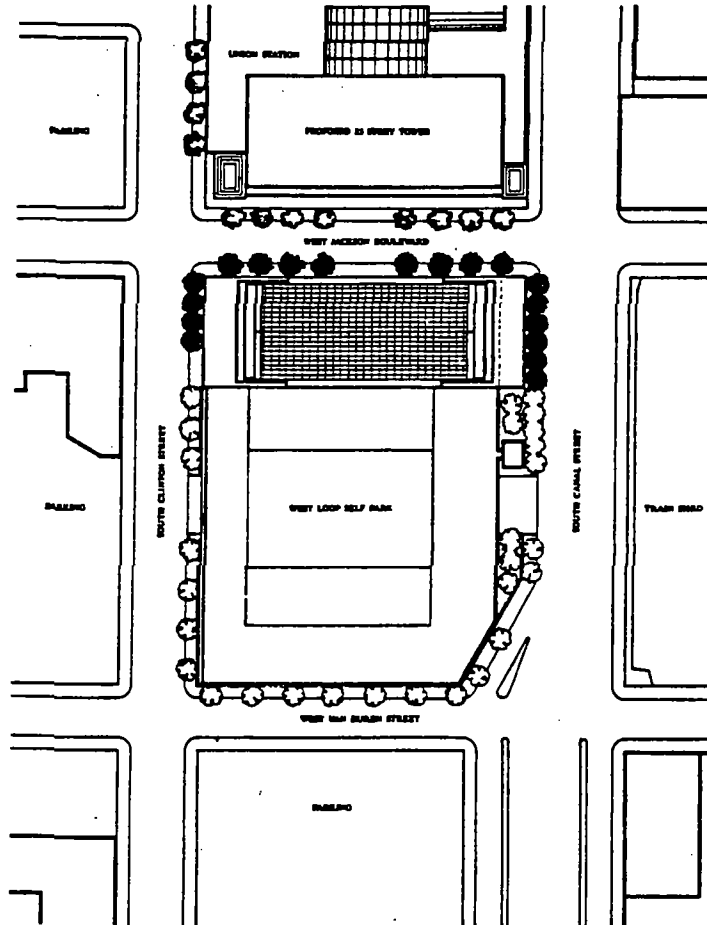




APPLICANT: Heartland/Baryl (North Parcel)  
Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

EXHIBIT "G"

The Landscaping Plan



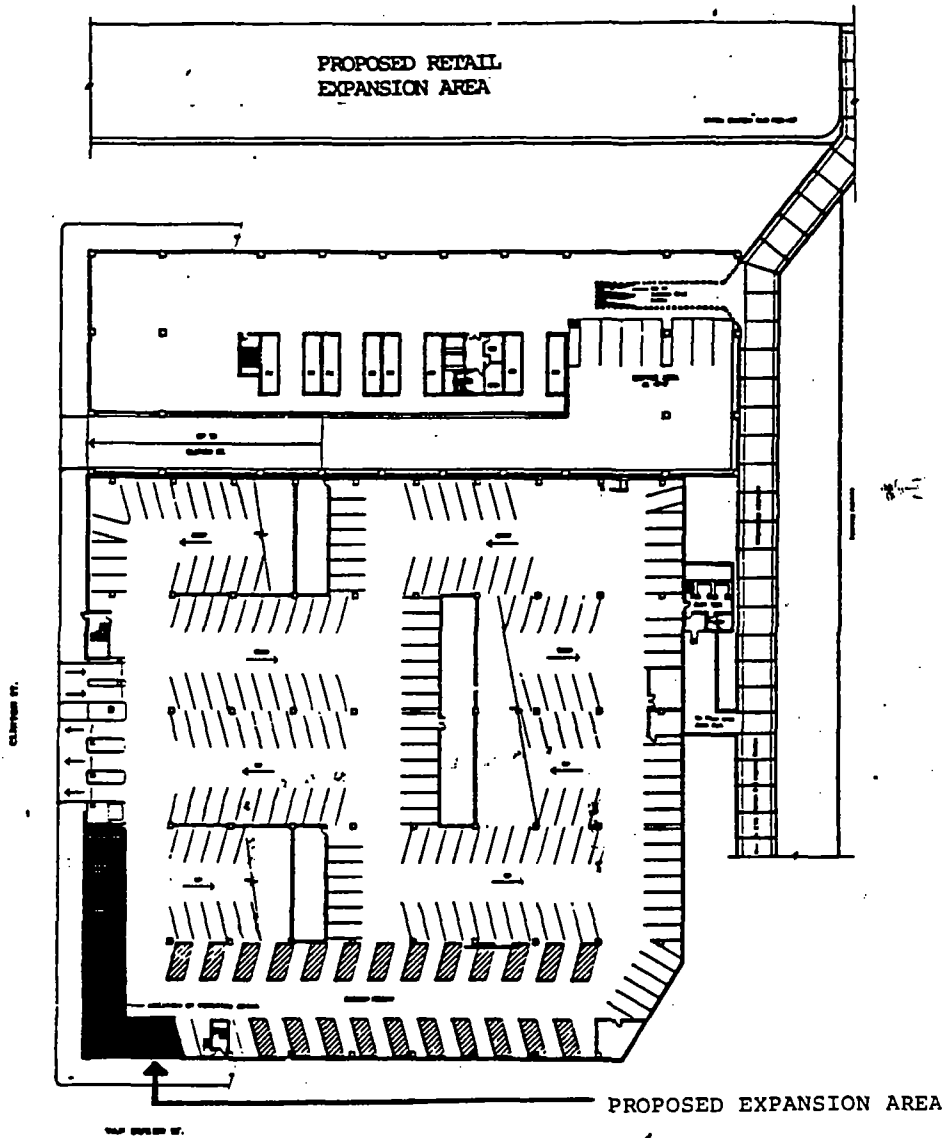
 Existing Landscaping is not Shaded.  
 Proposed Landscaping is Shaded.

APPLICANT: Heartland/Baryl (North Parcel)  
 Joint Venture  
 2222 South Indiana Avenue  
 Chicago, Illinois 60616

DATE: July 12, 1990

All proposed street trees to  
 meet Bureau of Forestry  
 standards and to be a minimum  
 of 3.5 to 4 inch caliper.

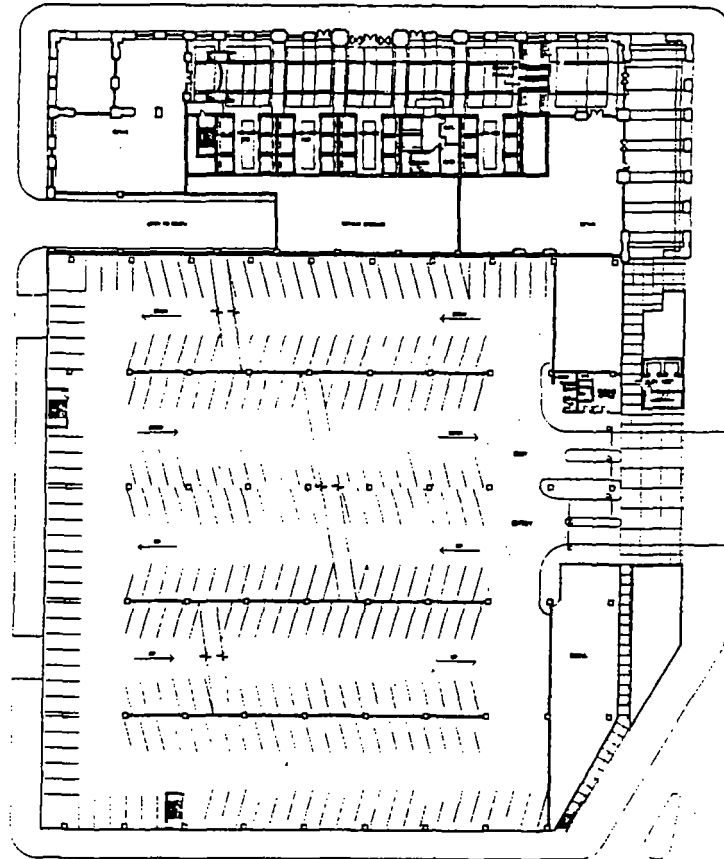
EXHIBIT "H"



APPLICANT: Heartland/Baryl (North Parcel)  
Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

EXHIBIT "I"  
Ground Floor Plan



Proposed Ground Floor Plan for the Proposed Office Building and the Parking Garage

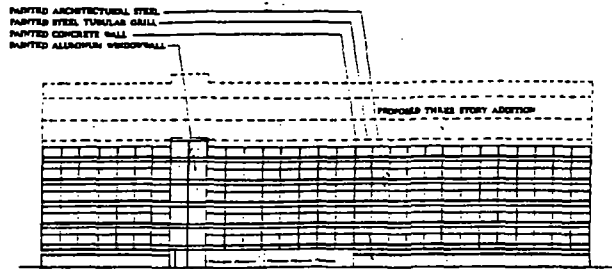
APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

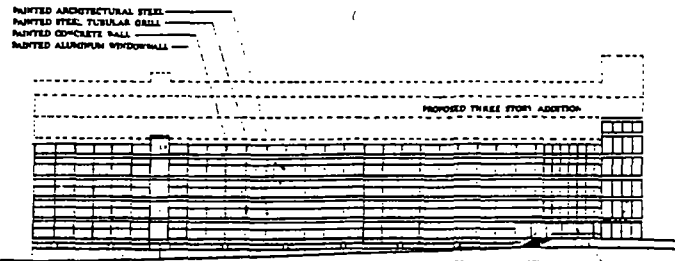


EXHIBIT "J"

Garage Elevation



CLINTON STREET ELEVATION



VAN BUREN STREET ELEVATION

APPLICANT: Heartland/Baryl (North Parcel) Joint Venture  
2222 South Indiana Avenue  
Chicago, Illinois 60616

DATE: July 12, 1990

(Continued from page 19697)

to the designation of Institutional Planned Development No. 158, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part 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:

*Institutional Planned Development No. 158  
(As Amended)*

*Statements.*

1. The area delineated herein as "Institutional Planned Development No. 158 as amended" excluding public rights-of-way is owned or controlled by The Children's Memorial Medical Center and its subsidiaries.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development. Provision for such off-street parking shall be included in the first phase of development (see Statement No. 10) under this Plan of Development.
3. The applicant, or its successors or assignees shall obtain all required official reviews, approvals or permits in connection with this Plan of Development.
4. Any dedication or vacation of streets and alleys or easements, or adjustments of rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of The Children's Memorial Medical Center or its successors and approval by the City Council.
5. Any service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such fire lanes.

6. This Plan of Development consists of 13 statements; an Existing Zoning Map; a Property Line and Planned Development Boundary Map; a Generalized Land Use Map;

a Table of Use and Bulk Regulations and Data; and a Master Plan Diagram, a Master Landscape Plan, and elevation drawings prepared by Anderson Mikos, Architects Ltd., dated July 12, 1990. Full size sets of these two plans are on file with the Department of Planning. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, and all requirements thereof; and satisfies the established criteria for approval as a planned development.

7. The following uses shall be permitted within the area delineated herein as Institutional Planned Development: Medical and related uses, research and educational facilities, doctors' offices, nurses' housing, temporary housing for parents, and accessory and non-accessory off-street parking. However, no patient care or off-street parking shall be permitted in Subarea I. In addition to other uses specified herein, this land may be used for an emergency medical helicopter helistop or landing pad located on the roof of the Core Tower of the New (Kroc) Building to receive patients being transported thereto by helicopter under the following conditions:

- a) the landing pad will be used only by The Children's Memorial Medical Center;
- b) helicopter transports will be used only for medical and surgical emergencies;
- c) helicopter transports to or from The Children's Memorial Medical Center will be made only during the following circumstances:

- i) when patients require immediate transport for surgery or medical care in an intensive care unit;
- ii) when the patient meets the medical criteria stated above, and:

when travel distance is more than 40 miles away

or

less than 40 miles away, but ground traffic or weather conditions would delay the transport and threaten the life of the patient;

- d) the decision to transfer a patient by air or ambulance will strictly remain a decision between the referring physician and the intensive care unit attending staff at The Children's Memorial Medical Center. Although The Children's Memorial Medical Center does intend to inform other health care providers of its transport team services, it will not emphasize the helicopter portion of this service;
  - e) The Children's Memorial Medical Center will not own or operate a helicopter transport business and will not base, store, fuel or service (except in the case of a mechanical emergency) a helicopter at its landing pad;
8. The Children's Memorial Medical Center will investigate the feasibility of incorporating ground level retail space in the residual amount of space facing Lincoln Avenue in Subarea i (the parking facility) resulting after all appropriate sight lines and other public safety concerns are determined. The result will be presented to the Commissioner of Planning on completion.
9. The following height limitations and additional subarea controls shall apply to any building included in said Institutional Planned Development:
- (1) height limitations as certified on Form F.A.A. 117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
  - (2) airport zoning regulations as established by the Department of Planning, Department of Aviation, the Department of Law, and approved by the City Council.
- (3)
    - a. buildings or additions thereto on the site of the present J. Deering Building and N. A. Black Building shall be limited to 90 feet in height;
    - b. buildings or additions thereto on the site of the present Research Building shall be limited to 78.2 feet in height;
    - c. buildings or additions thereto on the site of the present M. Wilson Memorial Building shall be limited to 78.2 feet in height;

- d. buildings or additions thereto on the site of the present "New" Building (including emergency) shall be limited to 123 feet in height except existing enclosed area above 123 feet may be used as provided in Statement No. 6;
- e. buildings or additions thereto on the site of the present T. D. Jones Memorial Building shall be limited to 78.2 feet in height;
- f. buildings to be constructed at the corner of North Orchard Street and North Lincoln Avenue shall be limited to 78.2 feet in height;
- g. buildings or additions thereto on the site of the present Power Plant and Laundry shall be limited to 78.2 feet in height;
- h. buildings or additions thereto on the site of the present Bigler Auditorium shall be limited to 78.2 feet in height;
- i. parking facility and additions thereto on the southwesterly side of North Lincoln Avenue shall be limited to 70.75 (which shall accommodate a total of six levels of parking) feet in height;
- j. buildings or additions thereto on the site of the present Old Bank Building shall be limited to 78.2 feet in height in the area defined by a line from a point 75 feet east of the Fullerton/Lincoln corner measured along Fullerton Avenue to a point 75 feet southeast of that corner measured along Lincoln Avenue, and 35 feet in height between that line and a similar line 15 feet from that corner, with no structure permitted northwest of said 15-foot line. The street level architectural treatment of any new construction shall include a minimum of 35 percent of all street facades consisting of active areas visible through glass with the remainder appropriately finished;
- k. buildings or additions thereto on the site of the present Resale Shop Building shall be limited to 78.2 feet in height in the area defined by a line from a point 75 feet southeast of the Fullerton/Lincoln corner measured along Lincoln Avenue to a point 75 feet south of that corner measured along Halsted Street and 35 feet in height between that line and a similar line 15 feet from that corner, with no structure permitted northwest of said 15-foot line. The street level architectural treatment of any new construction shall include a minimum of 35 percent of all street facades consisting of active areas visible through glass with the remainder appropriately finished;

1. the applicant may develop its property at Belden and Halsted as a doctor's office building (not including patient care) or as an accessory hospital residence or in other ways for medical and related facilities; provided, however, that the applicant will not develop this property as a patient care facility (patients will not be seen for medical treatment or consultation in this facility) or clinic, health center, or as a parking lot, garage, or facility, so long as it owns the property. Any such development shall be a low-rise, low-density building, the architectural character, height, and massing of which shall be contextual and consistent with the residential buildings located on the north side of the 700 West Belden block. In no event shall the building exceed 42 feet in height measured to highest roof line on Halsted and Belden. The front of the building will face on Halsted Street. Any loading dock shall be located in such a way that delivery trucks shall not block the alley, sidewalks, or streets. Any fence constructed along Belden or Halsted after the construction on this site is completed shall be of black wrought iron not exceeding five feet in height,

all as shown on the Generalized Land Use Plan attached hereto. All heights as indicated herein are as measured from 18.1 feet above Chicago City Datum to the top of the parapet wall (except as indicated in paragraph 1 above). Penthouses and spaces for mechanical equipment located on the roof of any building are not included in the computation of height limitations, and no building erected within the Institutional Planned Development shall be deemed to violate height limitations stated herein on account of such penthouses or projections for mechanical equipment. Connecting corridors and circulation links may be constructed to heights consistent with those of the buildings being serviced, but not over any public right-of-way. All improvements shall be developed in substantial conformity with the Master Plan Diagram and Master Landscape Plan prepared by Anderson Mikos, Architects, Ltd. dated July 12, 1990 and incorporated in this Plan of Development.

10. New facilities added, after the effective date of this amendment to Institutional Planned Development No. 158, will be phased in over a period of 15 to 20 years and will not occur all at one time immediately following this amendment. Based on Children's good faith estimates, as of the date of this amendment, construction will be undertaken in three phases. Phase One: Children's first construction would be to add at least one level to its Lincoln Avenue parking facility and add light and sound baffling to the facility. This construction will be substantially completed in conformance with the character and quality of the elevation by Anderson Mikos, Architects, Ltd. dated July 12, 1990. Following or perhaps overlapping with the work on the parking facility, Children's next project would be to construct its Belden/Halsted facility and its White Elephant replacement facility. New facilities will not be occupied (except for the ongoing Nellie Black remodeling

- roject) until after at least one level has been added to the North Lincoln Avenue parking facility or at least 100 additional off-street parking spaces are made available for Children's employees and visitors. Phase Two: the second phase of construction would be to expand the Kroc Building sometime between 1993 and 1995. Phase Three: the third phase, which will not occur until after the year 2000, and would not likely occur before the year 2005, and would involve the replacement of the Bank Building and the Power Plant. Each phase is subject to the availability of funds and subject to change based on local and national health care requirements: provided, however, that construction under this Planned Development will commence no later than 5 years from the passage of this ordinance.
11. Identification signs may be permitted within the area delineated herein as Institutional Planned Development, subject to the review and approval of the Commissioner of the Department of Planning.
  12. The information in the table attached hereto sets forth data concerning the Generalized Land Use Plan (site plan) of the area delineated herein as Institutional Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.
  13. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

[Existing Zoning Map, Property Line Map, Generalized Land Use Plan,  
Master Plan Diagram, Master Landscape Plan and Garage  
Elevations attached to this Plan of Development  
printed on pages 19727 through 19732 of  
this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Institutional Planned Development No. 158.  
(As Amended)*

*Use And Bulk Regulations And Data.*

Subareas	Net Site Area		General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percentage Of Land Covered
	Square Feet	Acres			
a -- j	<u>233,466</u> 5.36		Medical and Related Uses (See Statement No. 7)	3.0	72.3% (which includes 18.6% for Parking structure)
k	<u>11,329</u> 0.26		Medical and Related Uses (See Statement No. 7)	3.0	100%
l	<u>17,875</u> 0.41		See Statement No. 9(3)l.	2.2	See setback requirements below
TOTAL:	<u>262,670</u> 6.03		as above	3.0	as above

Gross Site Area = Net Site Area (6.03 acres) + Area of Public Streets (3.10 acres) = 9.13 acres.

Maximum Permitted F.A.R.: 3.0.

Minimum Number of Off-Street Parking Spaces: 750

Population.



1.	Number of beds:	265
2.	Number of staff doctors:	115
3.	Number of employees, peak shift:	1,400

**Minimum Setbacks.**

1. North Lincoln Avenue: as presently existing.
2. North Orchard Street south of West Fullerton Parkway: as presently existing.
3. North Orchard Street, from West Fullerton Parkway to a point 211 feet north of West Fullerton Parkway: 11 feet.
4. West Fullerton Parkway (north frontage) from North Orchard Street to a point 142.5 feet west of North Orchard Street: 10 feet.
5. South side of West Fullerton Parkway: 0 feet.
6. North Halsted Street (subareas j and k): 0 feet.
7. North Halsted Street (subarea l): 15 feet.
8. West Belden Avenue (subarea l): 7.5 feet.
9. Alley east of North Halsted Street (subarea l): 0 feet.
10. South property line (subarea l): 0 feet.

No new construction shall be permitted within the planned development prior to initiation of construction of the addition to the existing parking structure (subarea i). Repairs, remodeling, interior alterations, code required improvements, and exterior paving, lighting, and drainage work shall not be considered new construction in terms of this statement.

Structural Height Limitations: see Statement No. 9.

The above-noted regulations relate to the ultimate development within the planned development area. Interim stages of development may exceed these permitted standards, subject to the approval of the Department of Planning.

Companion resolution submitted by Alderman Eisendrath and forwarded with this document reads as follows:

Section 1. Be It Resolved, That the agreement between Children's Memorial Hospital and the members of the Lincoln Park Community be printed in the Journal of Proceedings.

Section 2. The following is the agreement between Children's Memorial Hospital and the Lincoln Park Community:

*Community Agreement With Children's Memorial Medical Center.*

This Agreement (the "Agreement") made and entered into as of the 30th day of May, 1990, by and between Children's Memorial Medical Center, Its Successors, Affiliates, Subsidiaries And Foundations ("Children's") and the Lincoln Park Conservation Association, Mid-North Association, Sheffield Neighborhood Association, Wrightwood Neighbors Conservation Association, Park West Community Association, and the Lincoln Central Association (collectively, the "Community Organizations").

*Witnesseth:*

Whereas, Children's has been dedicated since 1882 to providing the highest quality specialized health care for the children of Chicago and its surrounding communities; and

Whereas, Children's plans to modernize and enhance its medical facilities to enable the institution to continue to provide state-of-the-art pediatric care; and

Whereas, To make possible the achievement of the goal, Children's has submitted to the City of Chicago, an amendment to Institutional Planned Development No. 158 ("I.P.D. 158"), a copy of which is attached hereto as Exhibit A; and

Whereas, Children's is located in the heart of Lincoln Park and has sought the support of the hospital's surrounding neighbors for the amendment of I.P.D. 158; and

Whereas, The Community Organizations are prepared to endorse and support the amendment of I.P.D. 158, provided Children's makes certain commitments to the Community Organizations; and

Whereas, The Community Organizations each represent the communities appearing in their name and have received the support, endorsement and authorization of their constituents for the commitments made by them hereunder;

Now, Therefore, The parties hereto affirm as follows:

1. The Floor Area Ratio (F.A.R.) allowed for I.P.D. 158, as it exists on the date of this Agreement, is 2.7. The Net Site Area is 233,466 square feet. The square footage of the facilities within I.P.D. 158 considered for the purposes of computing F.A.R. is 609,680 square feet, which includes 2,275 square feet under construction on the 7th floor of the N.A. Black Building, 3,300 square feet under construction in the Research Building and 5,625 square feet on the 10th floor of the Bed Tower.

2. To enable Children's to modernize and enhance its Lincoln Park medical and related facilities and continue to provide state-of-the-art pediatric care to the children of Chicago and its surrounding communities, Children's may develop its property within I.P.D. 158 as follows.

a. The allowable F.A.R. for I.P.D. 158, as it exists on the date of this Agreement shall be increased upon the execution of this Agreement from 2.7 to 3.0. This will allow Children's to add to the site area within the boundaries of I.P.D. 158, as it exists on the date of this Agreement, additional facilities providing 90,717 more square feet of floor area; provided that such floor area shall be computed in the manner provided for in the City of Chicago Zoning Ordinance for computing F.A.R.

b. The "Ward Mitchell" property (the "White Elephant Shop") located at 2374 North Lincoln Avenue and currently owned by Children's shall be included within I.P.D. 158. The allowable F.A.R. for this property is 3.0 and the net site area is 11,123. Upon the inclusion of this property within I.P.D. 158, it shall continue to have an F.A.R. of 3.0. The net site area of this property shall not be combined with that of any other property included within the boundaries of I.P.D. 158 for purposes of computing F.A.R.

c. The property owned by Children's on the southeast corner of Belden and Halsted shall be included within I.P.D. 158. The allowable F.A.R. for this property is 2.2 and the net site area is 17,875. Upon the inclusion of this property within I.P.D. 158, it shall continue to have an F.A.R. of 2.2. The net site area of this property shall not be included with that of any other property included within the boundaries of I.P.D. 158 for purposes of computing F.A.R.. Parking spaces shall be allocated to any facility built on this property in accordance with existing zoning requirements and these spaces shall be located in the Lincoln Avenue parking facility.

d. Children's may add two additional levels to its existing parking facility.

e. Children's may use the 10th floor of the existing bed tower for patient-care related purposes.

f. Children's may install a traffic light at the Lincoln Avenue entrance to Children's parking facility only after a safety review by the City of a mid-block traffic light and approval of such traffic light by the City.

3. As an inducement to the Community Organizations to support the improvements to Children's Lincoln Park facilities, and to help insure that such improvements complement the neighborhood, such improvements will be made as follows within I.P.D. 158 as amended.

a. Subsequent to the date of this Agreement, no new building nor additions to existing buildings shall exceed the height of the Wilson-Jones Building, 78.2 feet to the top of the parapet measured from 18.1 feet above Chicago City Datum, exclusive of mechanical penthouses.

b. Any new structures built on the southeast or southwest corner of Lincoln and Fullerton to replace the existing terra cotta buildings shall not exceed 35 feet in height within 75 feet of the intersecting property lines at either corner. On the rest of the site, new structures shall not exceed 78.2 feet to the top of the parapet measured from 18.1 feet above Chicago City Datum, exclusive of the mechanical penthouses. No construction shall occur within 15 feet of the intersecting property lines at either corner.

c. Children's property at Belden and Halsted may be developed as a doctor's office building (not including patient care) or as an accessory hospital residence for use by parents of Children's similar to "Ronald McDonald House," or in other ways for medical and related facilities; provided, however, that Children's will not develop this property as a patient care facility (patients will not be seen for medical treatment or consultation in this facility) or clinic, health center, or as a parking lot, garage or facility, so long as it owns the property. Any such development shall be a low-rise, low-density building, the architectural character, height and massing of which shall be contextual and consistent with the residential buildings located on the north side of the 700 West Belden block. In no event shall the building exceed 42 feet in height measured to highest roof line on Halsted and Belden. In no event shall the building setbacks from property lines be less than the following: 15 feet along Halsted; 7.5 feet along Belden; 0 feet along the alley east of Halsted; 0 feet along the south property line. The front of the building will face on Halsted Street. Any loading dock shall be located in such a way that delivery trucks shall not block the alley, sidewalks or streets. Any fence constructed along Belden or Halsted after the construction on this site is completed shall be of black wrought iron not exceeding five feet in height.

d. New facilities added to I.P.D. 158, as amended, will not be occupied (except for the Nellie Black remodeling project) until after at least one level has been added to the Lincoln Avenue parking facility. This requirement for the addition of at least one new level of parking may not be changed in any future amendment of this Agreement without the unanimous approval of all of the Community Organizations that enter into this Agreement.

e. Children's shall retain an expert consultant at its own expense to develop a noise reduction program for its Lincoln Avenue parking facility. As a part of this program, before any additional levels of parking are put in service, Children's shall install sound and light baffling materials to the rear of each existing and new level

of the parking facility. Representatives of the Community Organizations shall be allowed to observe acoustical testing performed by Children's consultant and the results of the work done by this consultant may be reviewed by such representatives.

f. Exhibits B-1 through B-5 provide a site plan and details certain specifications for the following structures: a Belden/Halsted doctor's office, an addition to the Kroc Building, replacement buildings for the existing terra cotta buildings at Lincoln and Fullerton and additions to the parking facility. Any construction on these sites will conform to these specifications. Children's further agrees that any structures built on the foregoing sites will conform to the character and quality of the conceptual drawings provided in Exhibits C-1 through C-7. As the design of these structures (none of which have been commissioned and some of which may not be built for as long as 20 years) progresses, Children's will provide the Community Organizations with a full opportunity to review and comment upon the architectural design of these structures; so that the final designs may better compliment and reflect the character and quality of the surrounding neighborhood.

g. Children's will send by registered mail to the President and Corresponding Secretary of the Community Organizations construction plans for the foregoing structures. This mailing will occur sufficiently in advance of the finalization of such plans to provide the Community Organizations with a reasonable opportunity to review and comment upon such plans and in no event less than 60 days prior to the submission by Children's of an application for a building permit to the City.

h. New levels added to the parking facility will have an architectural facade on Lincoln Avenue that is compatible with the buildings in the adjacent neighborhood and will conform in character and quality to the drawings of the parking facility included as Exhibit C-2. Baffling materials shall present an attractive appearance to the west and south of the parking facility, but Children's will not be required to enclose the parking facility or install an active ventilating system.

i. Children's will use its best efforts to manage its construction projects in a manner designed to avoid disruption of the neighborhood, including parking and traffic flow. In connection with each construction project procedures will be developed and reviewed with the Community Organizations for off-street parking of all construction vehicles and off-street parking of all construction worker's vehicles.

j. The provision of this Agreement that increases the allowable F.A.R. from 2.7 to 3.0 for I.P.D. 158, as it exists on the date of this Agreement, is made with the express understanding that additional facilities allowed by such increase in F.A.R. will be phased in over a period of 15 to 20 years and will not all occur at one time at the beginning of this Agreement. Based on Children's good faith estimates as of the date of this Agreement, Children's first construction project would be to add one or more levels to the parking facility and add sound and light baffling to the facility. Following or perhaps overlapping with work on the parking facility, Children's next project would be to construct its Belden/Halsted facility and the White Elephant replacement facility. The second phase of construction would be to expand the Kroc Building somewhere between 1993 and 1995. The third phase, which will not occur

until after the year 2000 and would not likely occur before the year 2005, would involve the replacement of the Bank Building and the Power Plant. Each phase is subject to the availability of funds and subject to change based on the local and national health care requirements. Such changes will not, however, cause Children's to mass its construction at the beginning of this Agreement without the express approval of the Community Organizations.

4. In connection with the construction of additional levels to its parking facility --

a. Children's will make a comprehensive effort to reduce on-street parking by its employees and visitors to the hospital and to insure maximum utilization of the parking facility first by such employees and visitors and second by others. Parking incentives will be provided as a part of this effort, if necessary. ("Maximum" utilization will take into account overlapping shifts at the hospital.)

b. Children's efforts to reduce on-street parking by employees and visitors will be reviewed with representatives of the Community Organizations on an annual basis, or more often as needed, to assure that the additional parking capacity, both on-site and off-site, is fully utilized and that new problems do not develop with the operation of the parking garage.

c. Children's shall undertake certain other measures to minimize problems resulting from operation of the parking facility which may include: towing cars whose alarms sound in the parking facility; the use of sound-deadening materials within the garage; redesigning alarm button (e.g., by covering with glass or moving buttons away from the elevators) to deter inadvertent use or use by pranksters; prompt removal of graffiti; monitoring devices for the alarm system so that it can be shut off quickly; establishing strict operating guidelines for any independent contractor operating the facility.

d. Children's current parking management plan, which is intended to minimize on-street parking by employees and visitors, is attached hereto as Exhibit D.

e. Children's will work with DePaul University, the City and the Community Organizations to alleviate traffic congestion at the intersection of Fullerton, Halsted and Lincoln.

5. Property Acquisition and Use:

a. A 20-year life-span is imposed by Chicago zoning laws for completion of construction projects planned under institutional planned developments such as I.P.D. 158, as amended, (Attachment A), which will control the property development authorized by this Agreement. In return for the Community Organizations support for such a 20-year zoning authorization for Children's and its affiliated organizations and corporations for a period of 20-years from the date of

passage by the City Council of the amendment to I.P.D. 158 (Attachment A) will not acquire title, option to purchase, contract purchaser's interest, or the beneficial interest in any trust holding title to, any property currently zoned "General Residence District" within the area bounded by North Avenue, Southport Avenue, Diversey Avenue and Lake Michigan (the "Designated Area") without the approval of a majority of the Community Organizations, as provided for in paragraph 9 hereof. Furthermore, any properties currently zoned as "General Residence District", which are owned or leased by Children's or the affiliated organizations and corporations within the Designated Area, shall (with the exception of the Belden/Halsted property discussed above) continue to be used for residential purposes only and may not be used for patient care, office space, parking, institutional or other non-residential uses during this 20-year period.

b. Children's will advise by registered mail the President and Corresponding Secretary of each of the Community Organizations of any proposed acquisition by Children's of any property within the Designated Area which is zoned "General Commercial District" or "General Business District" along with the intended uses by Children's of such property within five business days following execution of any real estate purchase contract by Children's for such property. If Children's elects to make changes in the use or density of such property, Children's will sponsor a public community review before making any such change.

6. Children's will advise by registered mail the President and Corresponding Secretary of each of the Community Organizations of any filing of an application for a Certificate of Need.

7. A Standing Children's Community Relations Committee, composed of representatives from Children's and from each of the organizations signing this Agreement, shall be established upon the execution of this Agreement. The purpose of this Committee shall be to monitor the performance of the parties under this Agreement and to perform such other activities as the Committee shall determine, to promote good relations between Children's and its surrounding neighbors. For example the Committee will review construction phasing, construction management, parking management, noise, pollution and light abatement in the parking facility, architectural standards and helicopter safety and noise.

8. Children's agrees that the maximum permissible zoning under the Chicago Zoning Ordinance for all properties currently zoned business or commercial other than properties owned or controlled by Children's fronting on Lincoln Avenue in the Designated Area should be limited to B3-3 to prohibit the establishment of taverns or bars.

9. The terms and conditions of this Agreement may be reviewed by the parties at any time upon request of Children's or the Community Organizations. Should an amendment of this Agreement be requested, any such amendment to be effective must be written and must be approved in writing by Children's and a majority of the Community Organizations. Furthermore, if the proposed amendment involves any property or structure located in whole or in part within the boundaries of one or more of the Community Organizations, the majority approving the proposed amendment

must include the affirmative vote of each such Community Organization, within whose boundaries the property involved is at least partially located. The requirement for the addition of at least one new level of parking to the Lincoln Avenue parking facility, as provided for in paragraph 3(d) hereof, may not be changed by any amendment of this Agreement without the written approval of all of the Community Organizations that enter into this Agreement. A Community Organization shall be deemed to have agreed to an amendment to this Agreement if such amendment is executed by the President or any Vice President thereof, with the written authorization of the Community Organization's Board of Directors.

10. The Community Organizations will publicly support Children's application to amend I.P.D. 158, a copy of which amendment is attached hereto as Exhibit A.

11. This Agreement shall have no force or effect until such amendment to I.P.D. 158 is approved by the Chicago City Council.

12. This Agreement shall be binding on successors and assigns. To the extent that any of the Community Organizations do not continue in existence or continue to be bona fide representatives of their respective communities, the rights of such Organization shall be exercised by other Community Organizations hereunder still extant and representative.

13. The terms of this Agreement may be enforced and violations hereof may be restrained or abated by equitable remedies, including specific performance and injunctive relief. Children's hereby stipulates to and waives any right to later challenge the standing of the undersigned Community Organizations to enforce this Agreement in any court of law or equity.

14. On an annual basis the Community Organizations shall report to Children's the names, addresses and telephone numbers of the current presidents, vice presidents and recording secretaries of the Community Organizations. Children's shall annually report to the Community Organizations the name and address of the Children's representative who is authorized to receive any notices provided for under this Agreement. Any notices required to be given hereunder must also be given to the Alderman of the 43rd Ward and shall be deemed properly served on the parties if hand-delivered or sent by U. S. mail, postage prepaid, addressed as follows:

Children's Memorial Medical  
Center

Lincoln Park Conservation  
Association

President:

President:

Earl Frederick

Betty Fromm

Address: 2356 North Lincoln  
Avenue  
Chicago, Illinois 60614

Address: 1810 North Orleans  
Street  
Chicago, Illinois 60614



Recording Secretary:

\_\_\_\_\_  
Address: \_\_\_\_\_

Mid North Association

President:

Vi Daley

Address: 2130 North Lincoln  
Park  
Chicago, Illinois 60614

Recording Secretary:

Susanne Sova

Address: 2145 North Clark  
Street  
Chicago, Illinois 60614

Sheffield Neighborhood  
Association

President:

Mary Anne Friend

Address: 2326 North Wayne  
Avenue  
Chicago, Illinois 60614

Lincoln Central Association

President:

Michael O'Rourke

Address: 1651 North Burling  
Street  
Chicago, Illinois 60614

Recording Secretary:

Laura Schriesheim

Address: 1648 A North Burling  
Street  
Chicago, Illinois 60614

Wrightwood Neighbors  
Conservation Association

President:

Thomas Kennedy

Address: 2650 North Southport  
Avenue  
Chicago, Illinois 60614

Recording Secretary:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Park West Community  
Association

President:

Judi Marohn

Address: 2465 North Geneva Terrace  
Chicago, Illinois 60614

Recording Secretary:

Marquita Sheble

Address: 2668 North Burling Street  
Chicago, Illinois 60614

Recording Secretary:

Nancy McDaniels

Address: 872 West Lill Avenue  
Chicago, Illinois 60614

Alderman, 43rd Ward:

Edwin Eisendrath

Address: 735 West Wrightwood  
Avenue  
Chicago, Illinois 60614

In Witness Whereof, The parties hereto have executed this Agreement on the day and year first above written.

Children's Memorial Medical  
Center

Lincoln Park Conservation  
Association

By: (Signed)

By: \_\_\_\_\_

Title: President

Title: President

Mid North Association

Lincoln Central Association

By: (Signed) \_\_\_\_\_By: (Signed) \_\_\_\_\_Title: President \_\_\_\_\_Title: President \_\_\_\_\_Sheffield Neighborhood  
AssociationWrightwood Neighbors  
Conservation AssociationBy: (Signed) Maryanne FriendBy: (Signed) \_\_\_\_\_Title: President \_\_\_\_\_Title: President \_\_\_\_\_Park West Community  
AssociationBy: (Signed) \_\_\_\_\_Title: President \_\_\_\_\_

[Exhibits A, B-1 through B-5, C-1 through C-7 and D together  
with Attachment A to this Agreement unavailable at  
time of printing.]

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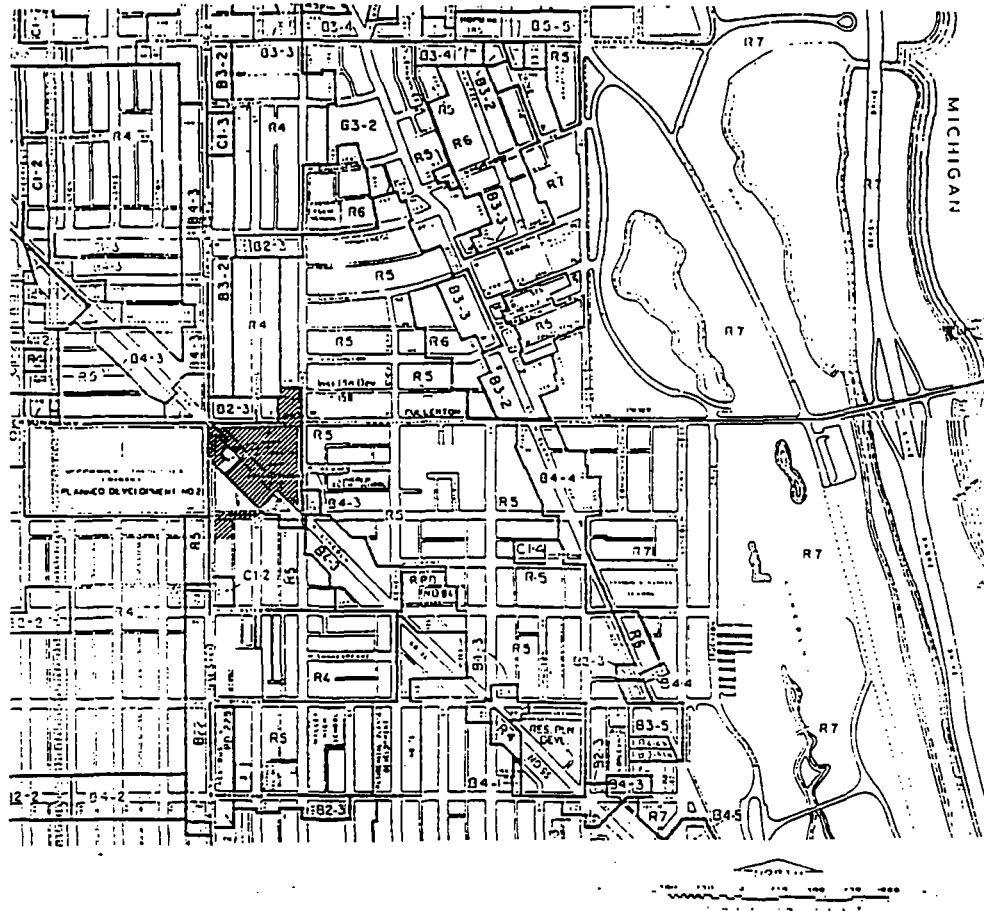
*Reclassification Of Area Shown On Map Number 2-G.*

*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. 2-G in the area bounded by:

(Continued on page 19733)

INSTITUTIONAL PLANNED DEVELOPMENT NO. 158, AS AMENDED  
EXISTING ZONING MAP



LEGEND



PLANNED DEVELOPMENT

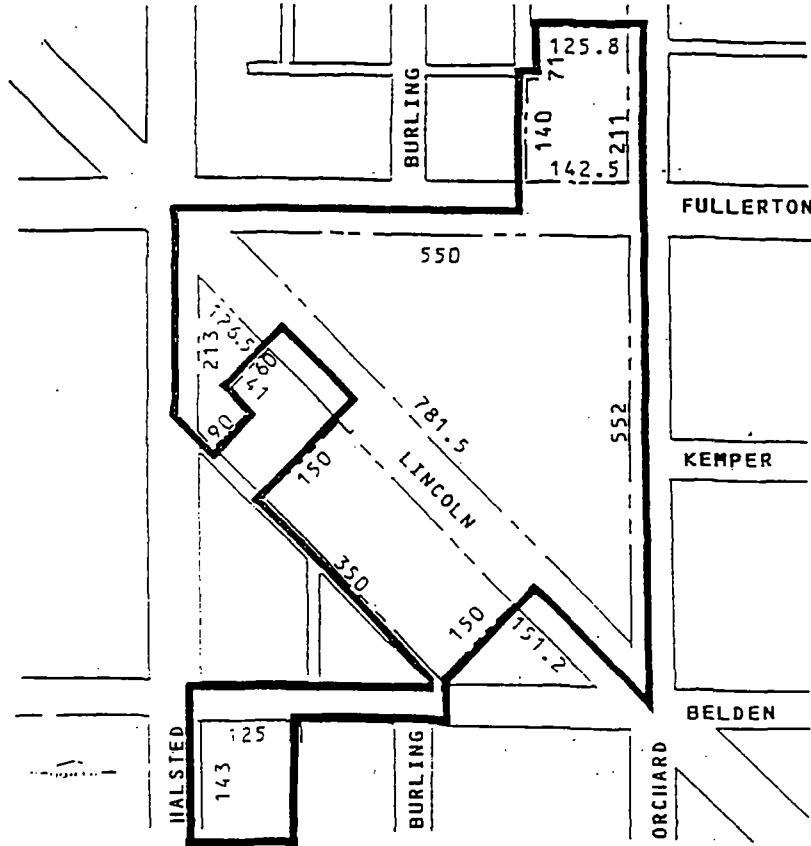
APPLICANT: The Children's Memorial Medical Center

ADDRESS: 2300 Children's Plaza

DATE: March 21, 1990

REVISED: July 12, 1990

INSTITUTIONAL PLANNED DEVELOPMENT NO. 158, AS AMENDED  
PROPERTY LINE MAP



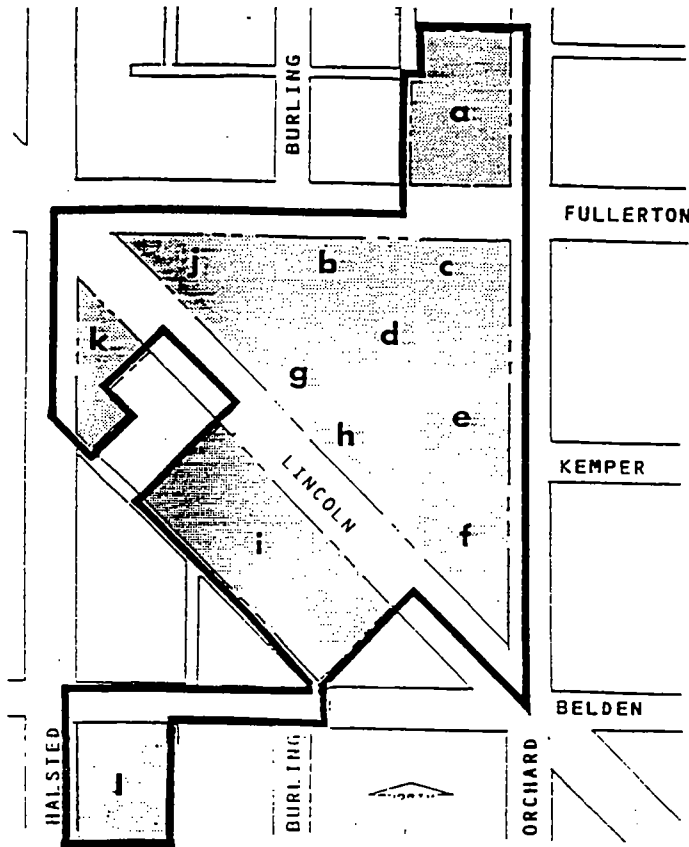
LEGEND

- PLANNED DEVELOPMENT BOUNDARY
- - - -** 60 PROPERTY LINES DIMENSIONED IN FEET

(THERE ARE NO RIGHT-OF-WAY ADJUSTMENTS)

APPLICANT: The Children's Memorial Medical Center  
 ADDRESS: 2300 Children's Plaza  
 DATE: March 21, 1990

INSTITUTIONAL PLANNED DEVELOPMENT NO. 158, AS AMENDED  
GENERALIZED LAND USE PLAN



KEY TO BUILDINGS/SITES

- a. Deering & N. A. Black
- b. Research
- c. M. Wilson Memorial
- d. KROC -- "New"
- e. T. D. Jones Memorial
- f. Orchard-Lincoln
- g. Power/Laundry
- h. Bigler Auditorium
- i. Parking facility
- j. Old Bank building
- k. Resale Shop building
- l. Belden/Halsted

LEGEND

**—** PLANNED DEVELOPMENT BOUNDARY  
**▨** FOR LAND USE SEE STATEMENT NO. 6.

**b** FOR HEIGHT LIMITS REFER TO STATEMENT NO. 7 AND LETTER OF SUBPARAGRAPH.

APPLICANT: The Children's Memorial Medical Center  
 ADDRESS: 2300 Children's Plaza  
 DATE: March 21, 1990  
 REVISED: July 12, 1990

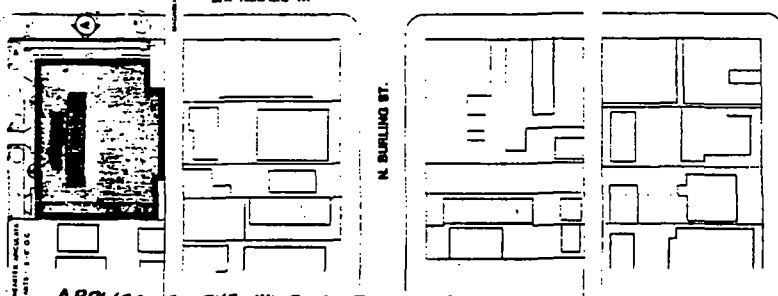
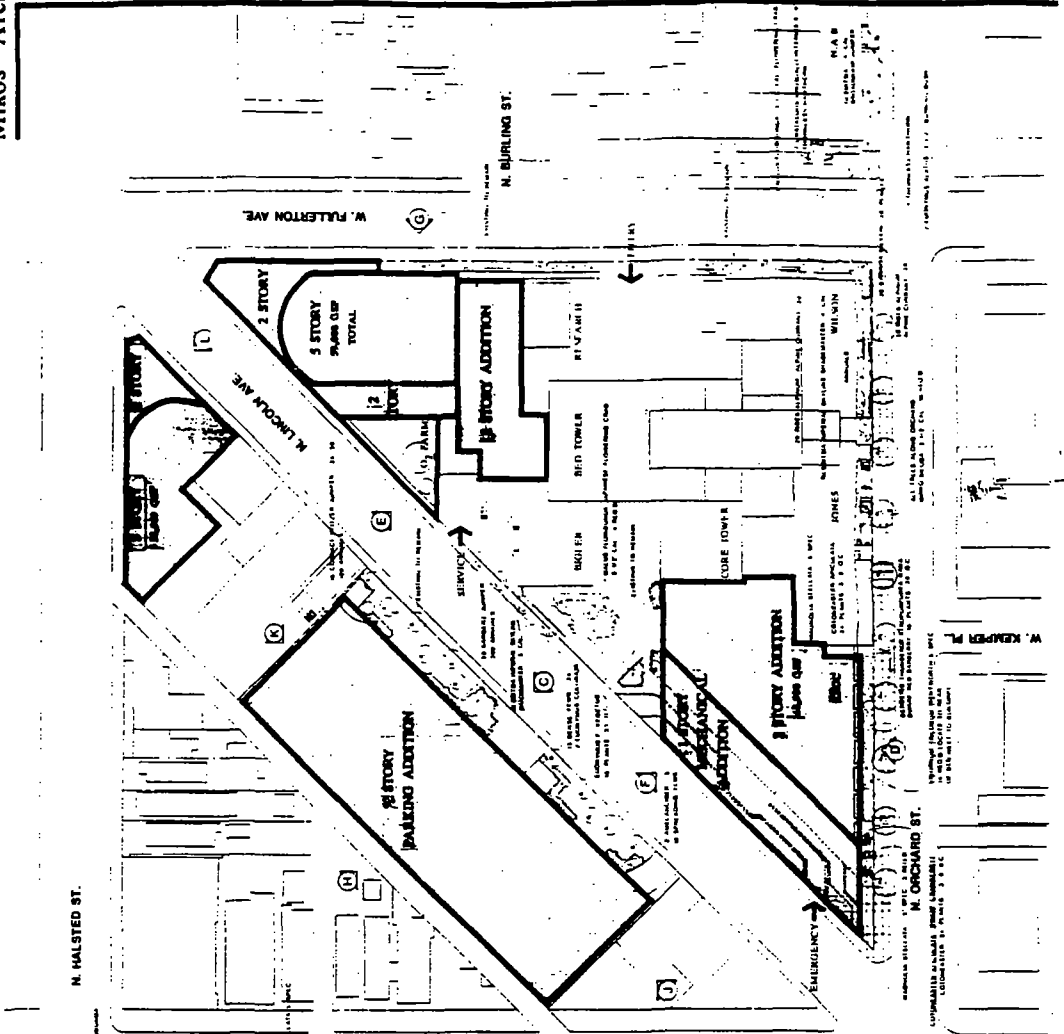


Anderson Mikos Architects I

1110 Broadway  
New York, N.Y. 10018  
Tel. (212) 691-1100

the children's  
memorial  
hospital

MASTER  
LANDSCAPE I



APPLICANT: THE CHILDREN'S MEMORIAL MEDICAL CENTER  
DATE: JULY 12, 1990

MASTER  
LANDSCAPE  
PLAN





(Continued from page 19726)

a line 193 feet south of and parallel to West Polk Street; the alley next east of South Carpenter Street; a line 293 feet south of and parallel to West Polk Street; and South Carpenter Street,

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.

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*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 the area bounded by:

a line 345 feet north of West North Avenue; the alley next west of and parallel to North Ashland Avenue; a line 320 feet north of West North Avenue; and North Ashland 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 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 the area bounded by:

West Webster Avenue; a line perpendicular to West Webster Avenue from a point 112.45 feet east of the intersection of West Webster Avenue and North Clybourn Avenue as measured along the south line of West Webster Avenue; a line perpendicular to North Clybourn Avenue from a point 115.00 feet east of the intersection of West Webster Avenue and North Clybourn Avenue as measured along the northeast line of North Clybourn Avenue; and North Clybourn Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 6-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by:

a line 223.12 feet north of and parallel to West 31st Street; the alley next east of and parallel to South Canal Street; a line 198.12 feet north of and parallel to West 31st Street; and South Canal Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 6-I.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 6-I in the area bounded by:

a line 1,383.62 feet north of West 31st Street, as measured from the intersection of West 31st Street and South Western Avenue; South Western Avenue; West 31st Street; and the easterly right-of-way line of the Baltimore & Ohio Chicago Terminal Railroad,

to the designation of an Institutional 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:

*Institutional Planned Development No. \_\_\_\_\_*

*Planned Development Statements.*

1. The area delineated herein as "Institutional Planned Development" is owned and controlled by the Public Building Commission of Chicago.
2. The vacation of the existing streets known as Artesian Avenue and 28th Street, which are internal to the site boundaries, shall require a separate submittal on behalf of the Public Building Commission of Chicago and approval by the City Council.

3. Use of land will consist of a trade and technical school with a child development facility and related accessory uses for the City Colleges of Chicago as authorized by this Planned Development.
4. Off-street parking and loading facilities will be provided in compliance with this Planned Development.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Permanent identification and other necessary signs shall be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning and the Building Department.
7. The height of any proposed structures will not exceed any federal or local height restrictions.
8. Initial construction is anticipated to be within a single phase. However, the Planned Development also permits construction of any additional structure attached to the existing building necessary to accommodate future increases in the student population.
9. The Planned Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

[Existing Zoning and Street System Map, Existing Land Use Area Map,  
Generalized Land Use Plan, and Property Line and Right-of-Way  
Adjustment Map attached to this Plan of Development  
printed on pages 19739 through 19742  
of this Journal.]

Use and Bulk Regulations and Data attached to this Plan of Development reads as follows:

*Institutional Planned Development No. \_\_\_\_\_*

*Use And Bulk Regulations And Data.*

Net Site Area	Generalized Description Of Land Use	Floor Area Ratio	Percent Of Site Coverage
<u>Square Feet</u>			
Acres			
<u>685,151*</u>	Trade and Technical School with related accessory uses and off-street parking.	0.40	22%
15.7			

\* includes the area of the street to be vacated; 69,761 square feet or 1.6 acres.

Gross Site Area = Net Site Area of 15.0 acres plus one half the Right-of-Way Area of 31st Street and Western Avenue which is 2.2 acres. Total Gross Site Area = 17.9 acres.

Maximum Floor Area Ratio:	0.40
Maximum Percent Site Coverage:	22%
Off-Street Loading:	One loading berth
Minimum Off-Street Parking:	360

Minimum Periphery Building Setbacks:

North	260 feet
South	360 feet
East	70 feet

West 50 feet

---

*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 symbols and indications as shown on Map No. 7-J in area bounded by:

a line 100 feet north of and parallel to the alley next north of and parallel to West Diversey Avenue; North Hamlin Avenue; the alley next north of and parallel to West Diversey Avenue; and the alley next west of and parallel to North Hamlin 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 8-F.  
(As Amended)*

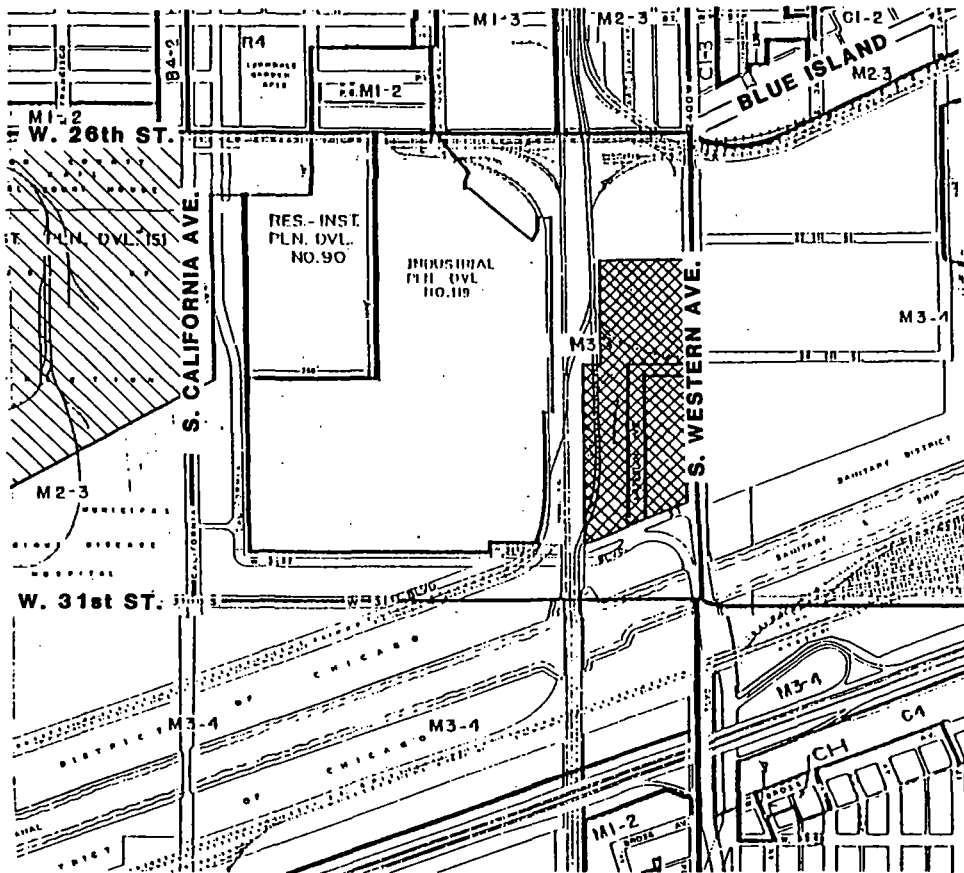
*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

a line 48 feet north of and parallel to West 38th Street; South Parnell Avenue; a line 24 feet north of and parallel to West 38th Street; and the alley next west of and parallel to South Parnell Avenue,

(Continued on page 19743)

INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING ZONING AND STREET SYSTEM MAP



**PLANNED DEVELOPMENT**



**QUASI-PUBLIC USE  
(COOK COUNTY JAIL)**

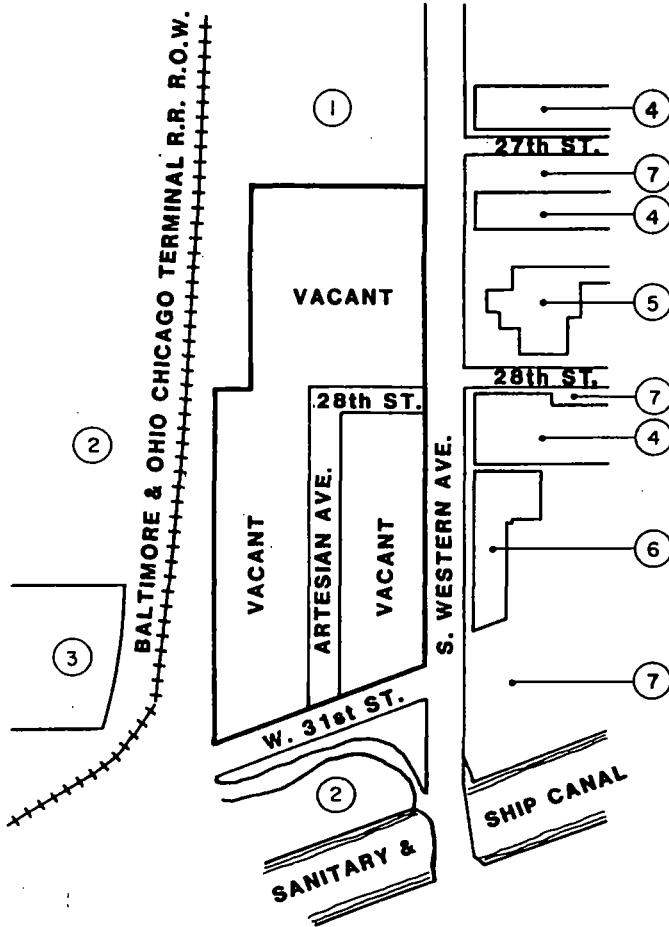


APPLICANT: Public Building Commission of Chicago




DATE: OCT 03 1989

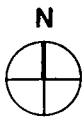


INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING LAND USE AREA MAP



**LEGEND**

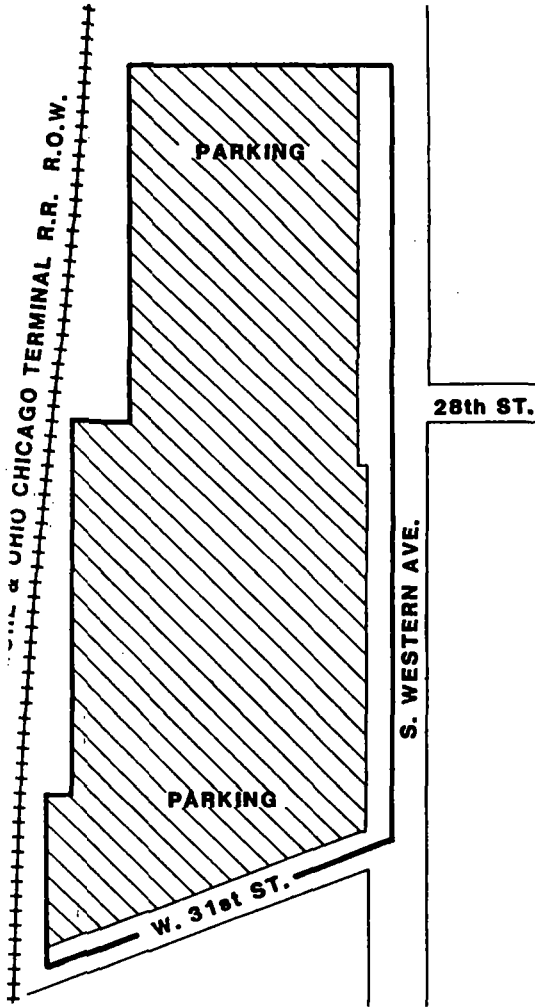
-  PLANNED DEVELOPMENT
-  METAL SCRAP YARD
-  VACANT LAND
-  VEHICLE POUND
-  2 STORY WAREHOUSE
-  1 STORY ANIMAL CARE CENTER
-  1 STORY MANUFACTURING
-  PARKING





0 100 200 400 600 800  
SCALE: 1"=400'-0"

APPLICANT: Public Building Commission of Chicago  
DATE:  OCT 03 1989

INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
GENERALIZED LAND-USE PLAN



**LEGEND**

-  PLANNED DEVELOPMENT BOUNDARY
-  TRADE AND TECHNICAL SCHOOL
- PARKING** GENERAL LOCATION OF PARKING AREAS

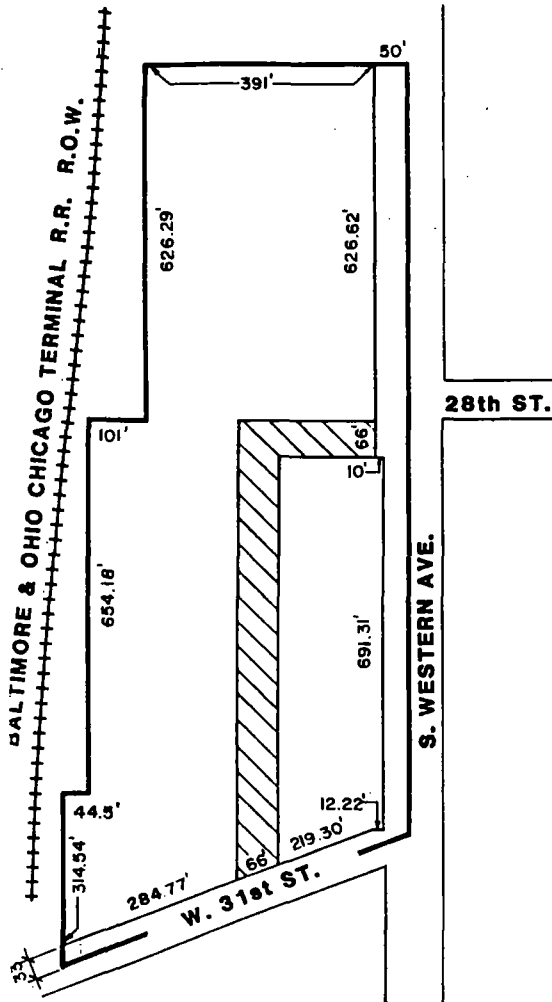


0 100 200 300 400 500  
SCALE: 1" = 250'-0"




APPLICANT: Public Building Commission of Chicago

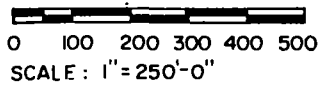
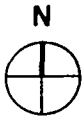
~~DATE:~~ OCT 03 1989

INSTITUTIONAL PLANNED DEVELOPMENT NO. \_\_\_\_\_  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENT MAP



**LEGEND**

-  PLANNED DEVELOPMENT BOUNDARY
-  391' PROPERTY LINES
-  AREA OF STREET TO BE VACATED



APPLICANT: Public Building Commission of Chicago

~~DATE~~ OCT 03 1989

(Continued from page 19738)

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.

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*Reclassification Of Area Shown On Map Number 8-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 8-G in area bounded by:

West 31st Street; South Morgan Street; the alley next south of and parallel to West 31st Street; and South Aberdeen Street,

to those of an R1 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map Number 14-I.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-I in area bounded by:

the alley next north of and parallel to West 63rd Street; South Talman Avenue; West 63rd Street; and a line 208.12 feet west of South Talman Avenue,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 15-H.  
(As Amended)*

*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. 15-H in area bounded by:

a line 75 feet south of West Norwood Street; the alley next east of and parallel to North Winchester Avenue; a line 137 feet north of West Peterson Avenue; and North Winchester Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map Number 16-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 B4-1 Restricted Service District symbols and indications as shown on Map No. 16-H in area bounded by:

the alley next north of and parallel to West 69th Street; South Marshfield Avenue; West 69th Street; and a line 32.57 feet west of South Marshfield 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.

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*Reclassification Of Area Shown On Map Number 18-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 B3-2 General Retail District symbols and indications as shown on Map No. 18-F in area bounded by:

a line 399 feet north of East 76th Street; a line 133.07 feet east of South Eggleston Avenue; a line 99 feet north of East 76th Street; South Stewart Avenue; East 76th Street; and South Eggleston Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Numbers  
22-B and 24-B.*

*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 Nos. 22-B and 24-B in area bounded by:

a line 170 feet north of and parallel to East 95th Street (or the south line of the C.R.I.&P. Railroad right-of-way); the west line of the Chicago and Western Indiana Railroad right-of-way (or the west line of Pennsylvania Railroad right-of-way); East 95th Street; a southeasterly line 240.14 feet long starting at a point 143.04 feet east of the east line of South Houston Avenue (as measured along the south line of East 95th Street) to a point 200 feet south of the south line of East 95th Street (as measured along the west line of South Baltimore Avenue); South Baltimore Avenue; a line 400 feet south of and parallel to East 95th Street; South Houston Avenue; East 95th Street; and South Commercial Avenue,

to those of an M2-2 General 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.

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*Action Deferred*-- AMENDMENT OF CHICAGO ZONING  
ORDINANCE TO RECLASSIFY AREA SHOWN ON  
MAP NUMBER 12-M.

*(Adverse Committee Recommendation)*

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Stone, *Deferred* and ordered published:

CHICAGO, July 31, 1990.

*To the President and Members of the City Council:*

Reporting for your Committee on Zoning, for which a meeting was held on July 24, 1990, I beg leave to recommend that Your Honorable Body pass two communications transmitted from the Office of the Mayor authorizing the following appointments:

One communication appointing Leroy K. Martin, Jr. as a member of the Zoning Board of Appeals to succeed James Caldwell for a term ending July 1, 1995; and

One communication reappointing Anthony J. Fornelli as a member of the Zoning Board of Appeals for a term ending July 1, 1995.

I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular areas with the exception of Application Number 10668 which failed to meet the committee's approval and was unanimously voted upon with a do not pass vote.

I beg leave to recommend the passage of eight ordinances which were corrected and amended in their corrected form. They are as follows:

Application Number 10519, a Business Planned Development;

Application Number 10598, a Business Planned Development;

Application Number 10608, a Business Planned Development;

Application Number 10631, an Institutional Planned Development;

Application Number 10641, a Residential Business Planned Development;

Application Number A-2746;

Application Number 10654; and

Application Number 10664.

Also, along with Application Number 10631, Alderman Eisendrath submitted a resolution to have printed in the Journal an agreement between Children's Memorial Hospital and the Lincoln Park Community, which passed the committee unanimously.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10598, 10654, 10659, 10519, 10608 and 10641.

At this time, I, along with Alderman Bernard Stone, move that this report be *Deferred and Published* with the exception of Application Numbers 10598, A-2750 and A-2751 where time is of the essence.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,  
*Chairman.*



The following is said proposed ordinance transmitted with the foregoing committee report:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 12-M in the area bounded by:

South Archer Avenue; a line 185.50 feet east of and parallel to South Merrimac Avenue; the 16 foot public alley next south of and parallel to South Archer Avenue; and a line 110.50 feet east of and parallel to South Merrimac Avenue,

to those of a B4-1 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.

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**JOINT COMMITTEE.**

**COMMITTEE ON BUILDINGS.**

**COMMITTEE ON ZONING.**

---

**ISSUANCE OF PERMITS FOR ERECTION AND MAINTENANCE  
OF ILLUMINATED SIGNS.**

A Joint Committee, comprised of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, July 31, 1990.

*To the President and Members of the City Council:*

Reporting for your Joint Committee on Buildings and Zoning, which a meeting was held on July 24, 1990, we beg leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to authorize the issuance of permits for the erection and maintenance of illuminated signs and erection and installation of a sign kiosk.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.

Respectfully submitted,

(Signed) FRED B. ROTI,  
*Committee on Buildings,*  
*Chairman.*

(Signed) WILLIAM J. P. BANKS,  
*Committee on Zoning,*  
*Chairman.*

On motion of Alderman Banks, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

*4046 South Ashland Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4046 South Ashland Avenue, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet, 0 inches; height, 14 feet, 0 inches  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4545 North Broadway.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4545 North Broadway, 1st Nationwide Bank:

Dimensions: length, 9 feet; height, 12 feet, 2 inches  
Height Above Grade/Roof to Top of Sign: 45 feet  
Total Square Foot Area: 109.8 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*201 North Canal Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Parvin -- Claus Sign, 1016 North Ridge, Lombard, Illinois 60148, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 201 North Canal Street, The Levy Organization:

Dimensions: length, 16 feet; height, 8 feet  
Height Above Grade/Roof to Top of Sign: 17 feet  
Total Square Foot Area: 128 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*3250 North Cicero Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Sure Light Sign, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3250 North Cicero Avenue, Olympic Mitsubishi:

Dimensions: length, 11 feet, 9 inches; height, 12 feet, 10 inches  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 150 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4530 South Cicero Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor, Inc. for Continental Outdoor, Inc., P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4530 South Cicero Avenue, various advertisers:

Dimensions: length, 48 feet; height, 14 feet,  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4531 South Cicero Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor, Inc. for Continental Outdoor, Inc., P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4531 South Cicero Avenue, various advertisers:

Dimensions: length, 48 feet; height, 14 feet,  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*3811 -- 3815 North Clark Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Jeffery J. Berg of Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3811 -- 3815 North Clark Street, Nuts on Clark:

Dimensions: length, 48 feet; height, 14 feet  
Height Above Grade/Roof to Top of Sign: \_\_\_\_\_  
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*6505 West Diversey Avenue And 2600 North  
Narragansett Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 Clybourn Avenue, Chicago, Illinois 60610, for the erection of signs/signboards over 24 feet in height and/or over 100 square feet (in area of one face) at 6505 West Diversey Avenue and 2600 North Narragansett Avenue, Brickyard Mall:

Dimensions: length, 20 feet, 0 inches each; height, 9 feet, 0 inches each  
Height Above Grade to Top of Sign: 23 feet, 0 inches  
Total Square Foot Area: 180 square feet each.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*3237 North Harlem Avenue.*

*Ordered*, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Signs, Incorporated, 1157 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3237 North Harlem Avenue, Harlem School Plaza:

Dimensions: length, 8 feet; height, 15 feet  
Height Above Grade/Roof to Top of Sign: 31 feet  
Total Square Foot Area: 120 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*1415 West Irving Park Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Turk Electric Sign Company, 3434 North Cicero Avenue, Chicago, Illinois 60641, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1415 West Irving Park Road, Patio Beef No. 3:

Dimensions: length, 8 feet; height, 4 feet  
Height Above Grade/Roof to Top of Sign: 26 feet  
Total Square Foot Area: 202 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4517 -- 4519 North Sheridan Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Signs, Incorporated, 1157 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and over 100 square feet (in area of one face) at 4517 -- 4519 North Sheridan Road, Windsor Center Shopping Center:

Dimensions: length, 10 feet, 0 inches; height, 17 feet, 10 inches  
Height Above Grade to Top of Sign: Approximately 30 feet  
Total Square Foot Area: 143 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*7200 North Western Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign over 24 feet in height and/or over 100 square feet (in area of one face) at 7200 North Western Avenue, Lake Shore Eye Physicians:

Dimensions: length, 12 feet, 0 inches; height, 12 feet, 6 inches  
Height Above Grade to Top of Sign: 24 feet, 6 inches  
Total Square Foot Area: 150 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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*4005 West 26th Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Superior Outdoor Structures, Incorporated, P.O. Box 3139, Joliet, Illinois 60434, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4005 West 26th Street, Aztec Outdoor Advertising, Incorporated:

Dimensions: length, 48 feet, 0 inches; height, 14 feet, 0 inches  
Height Above Grade/Roof to Top of Sign: 50 feet  
Total Square Foot Area: 1,344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.



*2000 West 32nd Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Media General Outdoor, Incorporated, P.O. Box 50145, Jacksonville Beach, Florida 32240, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2000 West 32nd Street, Pallet City:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 70 feet  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*2100 West 32nd Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Media General Outdoor, Incorporated, P.O. Box 50145, Jacksonville Beach, Florida 32240, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2100 West 32nd Street, South Bend Trucking:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 70 feet  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

*2940 West 36th Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Media General Outdoor, Incorporated, P.O. Box 50145, Jacksonville Beach, Florida 32240, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2940 West 36th Street, D. W. Ringsby Enterprises:

Dimensions: length, 60 feet; height, 20 feet  
Height Above Grade/Roof to Top of Sign: 70 feet  
Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

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ISSUANCE OF PERMIT FOR ERECTION AND INSTALLATION OF  
SIGN KIOSK AT 820 NORTH ORLEANS STREET.

A Joint Committee, comprised of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, July 31, 1990.

*To the President and Members of the City Council:*

Reporting for your Joint Committee on Buildings and Zoning, which a meeting was held on July 24, 1990, I beg leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith to authorize the issuance of permits for the erection and maintenance of illuminated signs and erection and installation of a sign kiosk.

This recommendation was concurred in by the respective members of the committees with no dissenting vote.

Respectfully submitted,

(Signed) FRED B. ROTI,  
*Committee on Buildings,*  
*Chairman.*

(Signed) WILLIAM J. P. BANKS,  
*Committee on Zoning,*  
*Chairman.*

On motion of Alderman Banks, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to M. K. Signs, 4900 North Elston Avenue, Chicago, Illinois, to erect and install a sign kiosk on the public way adjacent to the property commonly known as 820 North Orleans Street, subject to the approval of plans, and on the conditions that the adjacent property owner(s) shall assume full responsibility for maintenance, and shall insure, save and hold harmless the City of Chicago from all liability.

*Rules Suspended* -- CONGRATULATIONS EXTENDED TO CHICAGO  
PARK DISTRICT JUNIOR LIFEGUARD SQUAD ON  
TAKING FIRST PLACE IN NATIONAL JUNIOR  
LIFEGUARD CHAMPIONSHIPS.

Alderman O'Connor moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, The Chicago Park District has had a Junior Lifeguard Program for many years; and

WHEREAS, The last twelve years they have seen concentration on Junior Lifeguard outdoor competition for the summer season; and

WHEREAS, They have since joined the United States' Lifesaving Association; and

WHEREAS, This is the fourth year that Chicago has sent Junior Lifeguards to compete in a national competition; and

WHEREAS, The 40th Ward Regular Democratic Organization, in cooperation with Joseph Pecoraro, General Supervisor of Chicago's Beaches and Pools, has been a sponsor of one of the largest Junior League programs in the City since 1983; and

WHEREAS, The Junior Lifeguards from Hartigan Beach have been No. 1 in participation in the City of Chicago each year since 1983, and they have also won the competition the last six consecutive years; and

WHEREAS, This year, through the help of the 40th Ward Regular Democratic Organization, businesses in the 40th Ward community and parents of the Junior Lifeguards, Chicago was able to bring forty-five Junior Lifeguards to Pompano Beach, Florida, for the National Junior Lifeguard Games which took place Thursday, July 26, 1990. The forty-five member squad from the City of Chicago captured First Place in this competition, with over thirty teams participating nationally; and

WHEREAS, The squad consisted of thirty-three members from Hartigan Beach and twelve members from other Chicago area Junior Lifeguard programs from Evanston to the Indiana border; and

WHEREAS, The members of the squad were:

Sol Solis, Mary Beth Cheversia, Sara Szumnarski, Arlyne Padilla, Fasiola Prieto, Erin Kleist, Carrie Szumnarski, Amanda Vega, Layla Canibano, Kate Bender, Cathy Porucznik, Joanna Greene, Dianna Savz, Erika Martinez, Kathy Kula, Angela DiCiolla, Liz Fitzgerald, Trish Daly, Carrie Gottschauk, Katie Suerth, Tara Kennedy, Tom Stevens, Chris Mulcrone, Dominic Przekota, Terry O'Neil, Robert Young, Steve Kadolph, Todd Kleist, Josh Christian, Bobby Leonardo, Tim Mueller, Michael Schaefer, Phil Cowen, Tim Elrich, Graham Crowe, Marti Solano, Dan Lynch, Mark Martinez, Billy Dimitropoulos, Brian Dempsey, Mike Heany, James Jensen, Jonathan Jensen, Bobby Leonardo and Ron Simon;

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 31st day of July, 1990, A.D., do hereby offer out heartiest congratulations to the City of Chicago's Junior Lifeguard squad on taking First Place in the National Lifeguard Championships; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to each Junior Lifeguard and to the Chicago Park District Beach and Pool Unit.

On motion of Alderman O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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*Rules Suspended* -- PRESENTATION OF AWARDS TO VARIOUS  
ALDERMEN IN RECOGNITION OF THEIR PARTICIPATION  
IN "LAWMAKERS FOR STUDENTS" PROGRAM.

Alderman J. Evans moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the presentation of awards to various Aldermen in recognition of their participation in the Chicago Board of Education's "Lawmakers for Students" program. The motion *Prevailed*.

At this point in the proceedings, Alderman J. Evans introduced to the City Council and assembled guests Dr. Frances B. Holliday, Director of Bureau of Volunteer Programs for the Chicago Board of Education.

Speaking from the Clerk's rostrum, Dr. Holliday expressed her appreciation on behalf of the students, faculty and parents to the following Aldermen for their participation in the "Lawmakers for Students" program and presented each with an award in recognition of their volunteer efforts during the 1981 --1990 school year:

Alderman Bobby L. Rush

(2nd Ward)

Alderman Juan Soliz

(25th Ward)

Alderman John O. Steele

(6th Ward)

Alderman Ed Smith

(28th Ward)

\* Alderman Keith Caldwell  
(8th Ward)

\*\*\* Alderman George J. Hagopian  
(30th Ward)

Alderman Patrick Huels

(11th Ward)

Alderman Lemuel Austin, Jr.

(34th Ward)

Alderman Allan Streeter

(17th Ward)

Alderman Joseph S. Kotlarz

(35th Ward)

\*\* Alderman Ernest "Ernie" Jones  
(20th Ward)

Alderman Patrick J. Levar  
(35th Ward)

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\* Accepted by Alderman Lorraine Dixon

\*\* Accepted by Alderman Andrea Troutman

\*\*\* Accepted by Alderman Carol Bialczak

Alderman Jesse J. Evans  
(21st Ward)

Alderman Helen Shiller  
(46th Ward)

Alderman Jesus G. Garcia  
(22nd Ward)

Alderman Mary Ann Smith  
(48th Ward)

Alderman William F. Krystyniak  
(23rd Ward)

Alderman Bernard Stone  
(50th Ward)

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REGULAR ORDER OF BUSINESS RESUMED.

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**AGREED CALENDAR.**

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Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Burke, Sheahan, Austin, Giles, Shiller and Schuler. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

**ALDERMAN HUELS (11th Ward):**

*CONGRATULATIONS EXTENDED TO MR. AND MRS.  
JOSEPH AMORUSO ON THEIR GOLDEN  
WEDDING ANNIVERSARY.*

WHEREAS, Joseph J. and Alice M. Amoruso will celebrate their golden wedding anniversary on the 14th of September in 1990; and

WHEREAS, Joseph and Alice grew up, met and were married in Bridgeport. They were engaged at the old David's Ice Cream Parlor; and

WHEREAS, Joseph and Alice were wed at the old All Saints Church and will renew their vows at All Saints -- Saint Anthony Church on September 16, 1990; and

WHEREAS, Joseph and Alice have eight beautiful children -- five still live in Bridgeport; and

WHEREAS, Family and friends will join Joseph and Alice on September 16, 1990 in celebration of their fiftieth wedding anniversary at Polonia Grove; and

WHEREAS, Joseph and Alice are longtime residents of the great 11th Ward of the City of Chicago where they have been outstanding citizens. Joseph is a retired high school teacher and Alice currently serves as Cancer Chairman at V.F.W. Post 6870; and

WHEREAS, Joseph J. and Alice M. Amoruso exemplify the goals to which most couples aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable fifty 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 31st day of July in 1990, do hereby extend our heartiest congratulations to Joseph J. and Alice M. Amoruso on this very happy occasion of their golden 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 Joseph J. and Alice M. Amoruso.



*CONGRATULATIONS EXTENDED TO BRODERICK TEAMING  
COMPANY ON ITS ONE HUNDREDTH ANNIVERSARY.*

WHEREAS, Broderick Teaming Company was formed in 1890 by the company's founder and first president, John J. Broderick; and

WHEREAS, John Broderick started his company with one wagon and three horses at a site located near 18th and Halsted; and

WHEREAS, In 1895, John Broderick's 30 horses and wagons needed more room entailing a move to a location at 24th and Calumet Avenue; and

WHEREAS, In 1908, the company's fleet grew to fifty horses and sixty wagons making another move necessary, this time to a modern stable building at 30th and Shields; and

WHEREAS, The company's first motor truck, an Old Reliable, was purchased in 1915. John Broderick used the truck and a few horse teams to start hauling for the Atlantic and Pacific Tea Company; and

WHEREAS, In 1918, Broderick Teaming began receiving special delivery calls from Jones and Laughlin Steel Corp., using his team and flat wagons to make the hauls. This was the forerunner for the firm's present day steel hauling business; and

WHEREAS, In 1921, as business prospered, Broderick decided to discard some of the Old Reliabilities and purchased the company's first Mack truck. Some of the company's first customers in those early days were: Link-Belt, Goodman, and Jones and Laughlin; and

WHEREAS, In 1928, in order to improve service and remain competitive, the company decided they had to sell their horses and wagons. The present facility at 3226 South Shields Avenue was purchased at this time; and

WHEREAS, Working with John Broderick were his sons, William and Tom, who were expected to be on hand at the family business everyday immediately after high school hours. Both sons became officers of the company after serving a long and arduous apprenticeship; and

WHEREAS, After Mr. Broderick's death in 1940, William Broderick was elected president, and Tom, vice president. William was instrumental in changing the company's direction toward the hauling of structural steel; and

WHEREAS, William Broderick contributed a lifetime of effort, dedication and direction to the company's progress until his death in 1981. At this time, John Broderick, his son, was elected to the post of president; and

WHEREAS, There have been three generations of Brodericks linked with the trucking business and its tradition of service; and

WHEREAS, Broderick Teaming Company has been a longstanding fixture of the great 11th Ward of the City of Chicago; and

WHEREAS, Family and friends of the Broderick Teaming Company have gathered together on July 29, 1990 at Cafe Brauer in Lincoln Park, Chicago, Illinois, to celebrate their 100th anniversary of service to the Chicago area; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 31st day of July in 1990, do hereby extend our heartiest congratulations to the Broderick Teaming Company on this wonderful occasion of their 100th anniversary and may we extend our best wishes for continued success in the years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for John Broderick, president of the Broderick Teaming Company.

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**CONGRATULATIONS EXTENDED TO SAINT GEORGE CHURCH  
ON ITS NINETY-EIGHTH ANNIVERSARY.**

WHEREAS, Saint George Church, the first Lithuanian Catholic Church in the midwest was founded and built in 1892; and

WHEREAS, Saint George Parish has been a longstanding pillar of strength to the Lithuanian community for many families who from generation to generation have continued to participate in the activities and services at Saint George; and

WHEREAS, Through liturgies, paraliturgies and devotions it has ministered to the spiritual needs of the community; and

WHEREAS, The Hispanic community found a home in Saint George and became a part of the parish family; and

WHEREAS, The people of Saint George Parish have shown concern for the social and human needs of the community through mass food distributions and Jesus' birthday party for the needy; and

WHEREAS, The Parish of Saint George has served the Bridgeport community for the past 98 years; and

WHEREAS, Saint George Parish celebrated the final public celebration of the Eucharist at 5:00 P.M. on June 30, 1990; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 31st day of July in 1990, commend the many parishioners of Saint

George Parish, where families have belonged from generation to generation, for their dedication and service to their parish, and extend our best wishes to them in all their future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Father Richard Dodaro of Saint George Church.

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*Presented By*

**ALDERMAN FARY (12th Ward):**

*TRIBUTE TO LATE MR. JOHN L. PAUKSTIS.*

WHEREAS, God the Almighty in his infinite wisdom has called to his eternal reward John L. Paukstis, one of the City of Chicago's most outstanding and beloved citizens; and

WHEREAS, John L. Paukstis was an extremely kind and very generous man to all who had known and loved him; and

WHEREAS, John L. Paukstis was the beloved husband of Lillian (nee Twardy), loving father of John (Beverly), Marialice (Adolph) Dockus, fond grandfather of Christine, Gregory, Rene, Elizabeth, Lisa, John and Amy; and

WHEREAS, John L. Paukstis was a longtime resident of the 12th Ward and the Brighton Park Community; and

WHEREAS, John L. Paukstis was very active in many community organizations including: Past Commander of Darius Giernas American Legion Post 271, Past Cook County Commander of the American Legion, Past President of De LaSalle Alumni Association, Past President of Knights of Lithuania Council 24, and a member of Immaculate Conception Parish; and

WHEREAS, John L. Paukstis was a precinct captain in the 12th Ward for many years, and was also a personal friend to Committeeman Robert S. Molaro, Alderman Mark J. Fary and the staff members of the 12th Ward Regular Democratic Organization, where he will be greatly missed; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 31st day of July, 1990 A.D., do hereby mourn the death of John L. Paukstis, a fine man and a fine public servant, and may we also extend our deepest sympathy to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of John L. Paukstis.

---

*TRIBUTE TO LATE FATHER WALTER J. SZCZYPULA.*

WHEREAS, God the Almighty in his infinite wisdom has called to his eternal reward Father Walter J. Szczypula, one of the City of Chicago's most outstanding and beloved citizens; and

WHEREAS, Father Walter J. Szczypula was an extremely kind and very generous man to all who had known and loved him; and

WHEREAS, Father Walter J. Szczypula was born on September 22, 1916 in Brighton Park, having one brother, the late Joseph, and six sisters, Mary Konet, Sister Mary Kingnetta, the late Barbara (the late Steve) Laketek, Josephine (Edward) Koziel, Irene (Edward) Balinski and Jean (Eugene) Funk; and

WHEREAS, Besides assisting many parishes in his customary Christian manner, "Father Wally" (as he was affectionately known) was very active in many community organizations; now, therefore;

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 31st day of July, 1990 A.D., do hereby mourn the death of Father Walter J. Szczypula, and may we also extend our deepest sympathy to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of Father Walter J. Szczypula.

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*CONGRATULATIONS EXTENDED TO MR. AND MRS. AL CWIKLIK  
ON THEIR GOLDEN WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. Al Cwiklik recently celebrated fifty golden years of wedded bliss on June 15, 1990, a day their loving family will always remember and fondly cherish; and

WHEREAS, Al and Frances are longtime residents of Chicago's great southwest side and have many friends throughout the community; and

WHEREAS, The union of their marriage has brought their fine family into this world, six children, Al (Connie), Edward (Diane), Paul (Linda), Elaine (Albert), Sharon (Jerry), and Richard, eleven grandchildren and five great grandchildren; and

WHEREAS, Mr. and Mrs. Cwiklik 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 of the City of Chicago, gathered on this thirty-first day of July, 1990, A.D., do hereby extend our sincerest congratulations to Al and Frances Cwiklik, and we also extend our wishes that they may enjoy good health and the blessing of God and family for many years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Al and Frances Cwiklik.

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*CONGRATULATIONS EXTENDED TO MR. AND MRS. HAROLD HOPKINS, SR.  
ON THEIR FIFTY-FIFTH WEDDING ANNIVERSARY.*

WHEREAS, Mr. and Mrs. Harold Hopkins, Sr. have recently celebrated fifty- five years of wedded bliss on July 5th, 1990, a day their loving family will always remember and fondly cherish; and

WHEREAS, Harold and Janet are longtime residents of Chicago's great southwest side and have many friends throughout the community; and

WHEREAS, The union of their marriage has brought their fine family into this world, two children, Harold, Jr. (Barbara) and Carl (Theresa) and five grandchildren, Brian, Karyn, Daniel, Michael and Cathryn; and

WHEREAS, Mr. and Mrs. Harold Hopkins, Sr. 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-five years of wedded bliss; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered on this 31st day of July, 1990, A.D., do hereby extend our sincerest congratulations to Harold and Janet Hopkins and we also extend our wishes that they may enjoy good health and the blessings of God and family, for many years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Harold and Janet Hopkins.

**CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN NADASKY  
ON THEIR FORTIETH WEDDING ANNIVERSARY.**

WHEREAS, Mr. and Mrs. John Nadasky recently celebrated forty years of wedded bliss on June 17, 1990, a day their family will always remember and fondly cherish; and

WHEREAS, John and Lorraine are longtime residents of Chicago's great southwest side and have many friends throughout the community; and

WHEREAS, The union of their marriage has brought their fine family into this world, four children, Jonathan (Linda), Michael, Livia (Don) Rominski and Alicia (Jim) Wallace and five grandchildren, Rebecca, Jessica, Ashlee, Elizabeth and Mark; and

WHEREAS, Mr. and Mrs. Nadasky 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 forty years of wedded bliss; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago gathered on this 31st day of July, 1990, A.D., do hereby extend our sincerest congratulations to John and Lorraine Nadasky and we also extend our wishes that they may enjoy good health and the blessings of God and family, for many years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for John and Lorraine Nadasky.

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*Presented By*

**ALDERMAN BURKE (14th Ward):**

**TRIBUTE TO LATE MRS. JULIA JOSEPHINE CUNEO.**

WHEREAS, Julia Josephine Cuneo, Co-founder and President of the Frank Cuneo Memorial Hospital Auxiliary, passed away on Monday, July 23, 1990 at the age of eighty-eight; and

WHEREAS, Mrs. Cuneo was the loving and devoted wife of the late John F. Cuneo, Sr., the Founder of the Cuneo Press and Hawthorn-Mellody Farms Dairy and Chairman of the Executive Committee of National Tea Company; and

WHEREAS, Mrs. Cuneo dedicated herself to helping the sick and improving the hospital through the Auxiliary; and

WHEREAS, The thousands of patients who were treated at the Frank Cuneo Memorial Hospital benefitted from the work of Mrs. Cuneo and the Auxiliary; and

WHEREAS, Mrs. Cuneo, who was also active socially and a lifetime member of the Women's Athletic Club, was known to all as a gracious and elegant lady; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Julia Josephine Cuneo as a gracious and caring lady who worked to ensure that patients at the Frank Cuneo Memorial Hospital received the best care possible, and do hereby extend our sincerest condolences to her son, John F. Jr., and daughter, Consuela McAllister; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Julia Josephine Cuneo.

---

*TRIBUTE TO LATE MR. ANTHONY J. GUDITIS.*

WHEREAS, Anthony J. Guditis passed away Saturday, July 21, 1990 at the age of eighty-three; and

WHEREAS, Mr. Guditis was a former Cook County Sheriff's Deputy who worked for twenty years as a bailiff, where he was respected and well-liked, earning the nickname "Gavel Tony"; and

WHEREAS, Mr. Guditis was also a member of the 11th Ward Democratic Organization and a precinct captain for the late Mayor Richard J. Daley; and

WHEREAS, In his younger years, Mr. Guditis, who was fluent in Lithuanian, tutored recent immigrants in English; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Anthony J. Guditis for his many years of dedicated service to the citizens of Chicago and Cook County, and do hereby extend our sincerest condolences to his wife, Catherine, son, Richard, and daughter, Eileen Reilly; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Anthony J. Guditis.

*TRIBUTE TO LATE MR. KENNETH P. HUNTER.*

WHEREAS, Kenneth P. Hunter, owner of Ken Hunter Builders, passed away July 11, 1990 at the age of sixty-one; and

WHEREAS, Mr. Hunter was a skilled and dedicated building contractor and plumber for over thirty-five years; and

WHEREAS, Mr. Hunter, a member of the Plumber's Union for over three decades, was a self-reliant man who owned and operated his own business; and

WHEREAS, Mr. Hunter was also a loving and devoted father and husband; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Kenneth P. Hunter as a man dedicated to his work and his family, and do hereby extend our sincerest condolences to his sons, Kenneth L., John M., Richard P. and Thomas J. Hackman, daughter, Pamela Vosgerau, and grandchildren, Patrick Hunter and Ryan Hackman; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Kenneth P. Hunter.

---

*TRIBUTE TO LATE MR. FRANK J. MC MAHON.*

WHEREAS, Frank J. McMahon, an entrepreneur, self-made business owner and devoted family man, passed away Thursday, July 19, 1990 at the age of seventy-five; and

WHEREAS, Mr. McMahon was a talented businessman who co-founded McMahon Dairy Products fifty years ago; and

WHEREAS, Mr. McMahon, through years of hard work and determination, developed the family-owned dairy venture into a large and successful business; and

WHEREAS, Mr. McMahon, with a number of relatives, also founded Windy City Electric in Harwood Heights; and

WHEREAS, Mr. McMahon was also a loving and dedicated family man; and



WHEREAS, Mr. McMahon was also active in the International Brotherhood of Teamsters, the International Brotherhood of Electrical Workers, the Knights of Columbus, the Holy Name Society and the Irish Fellowship Club of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Frank J. McMahon as a man dedicated to his family and his business, who contributed much to the Chicago area's business community, and do hereby extend our sincerest condolences to his wife, Catherine, four sons, and four daughters; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Frank J. McMahon.

---

*TRIBUTE TO LATE CHICAGO POLICE OFFICER  
MARION A. MC MAHON.*

WHEREAS, Marion A. McMahon, a former Chicago Police Officer, passed away Thursday, July 12, 1990 at the age of seventy-two; and

WHEREAS, Officer McMahon faithfully served the Chicago Police Department in numerous capacities for many years; and

WHEREAS, Officer McMahon efficiently executed her duties in the Detention Unit at Police Headquarters, at the former Racine and South Chicago precincts, and as a Police Dispatcher before she retired in 1980; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Marion A. McMahon for her long and dedicated service to the City of Chicago and its residents, and do hereby extend our sincerest condolences to her two sisters and two brothers; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Marion A. McMahon.

---

*TRIBUTE TO LATE MRS. VIOLET MOSS.*

WHEREAS, Violet Moss, loving wife of the late John Daniel Moss, passed away Sunday, July 22, 1990 at the age of seventy-three; and

WHEREAS, Mrs. Moss was a loving mother to her children and a dedicated wife to her husband, who faithfully served the Chicago Police Department for many years and who at one time served as the Department's Chief of Intelligence; and

WHEREAS, Mrs. Moss is remembered by all who knew her as a caring and concerned lady; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Violet Moss as a caring lady and loving and devoted wife and mother, and do hereby extend our sincerest condolences to her sons, Stewart, John D. Jr. and Paul and daughter, Victoria; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Violet Moss.

---

*TRIBUTE TO LATE MR. JOHN L. PAUKSTIS.*

WHEREAS, John L. Paukstis, former supervisor with the City of Chicago Building Department, passed away Tuesday, July 24, 1990 at the age of seventy-two; and

WHEREAS, Mr. Paukstis joined the Building Department in 1957 and, through skill and hard work, rose through the ranks to become a supervisor; and

WHEREAS, Mr. Paukstis faithfully and efficiently served the citizens of Chicago for many years until his retirement in 1987; and

WHEREAS, Mr. Paukstis was also former Commander of the Cook County American Legion and a U.S. Army veteran; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate John L. Paukstis for his years of dedicated service to the City of Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Lillian, son, John, and daughter, Marialice Dockus; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of John L. Paukstis.

*TRIBUTE TO LATE MR. BILL PETERSON.*

WHEREAS, Bill Peterson, chief midwest correspondent for the *Washington Post*, passed away on Wednesday, July 18, 1990 at the age of forty-seven; and

WHEREAS, Mr. Peterson, in his graceful style, chronicled politics in Chicago and the midwest for the *Post*; and

WHEREAS, Mr. Peterson was a well-liked and highly-experienced journalist who reported on events ranging from the Chicago City Council to presidential elections; and

WHEREAS, Mr. Peterson was respected for his knowledge of and keen insight into the areas he covered; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Bill Peterson as a talented and dedicated journalist who accurately chronicled the important events in Chicago and the Midwest, and do hereby extend our sincerest condolences to his wife, Linda, and two sons, Chad and Mark; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Bill Peterson.

---

*TRIBUTE TO LATE FORMER ALDERMAN ROBERT S. WILINSKI.*

WHEREAS, Robert S. Wilinski, former Alderman of the 7th Ward, passed away Friday, July 20, 1990 at the age of seventy-five; and

WHEREAS, Alderman Wilinski, who was an Inquiry Aide with the Chicago Department of Health, served as Alderman for five years in the 1970s; and

WHEREAS, During his tenure in the City Council, Alderman Wilinski was known as a dedicated official who worked hard for his constituents in the South Shore and South Chicago communities; and

WHEREAS, Alderman Wilinski was also known as a hands-on legislator who developed close, personal ties to many of those he served; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Alderman Robert S. Wilinski for his contributions to the City of Chicago and for his service to its citizens, and do hereby extend our sincerest condolences to his wife, Virginia, and daughter, Carol; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Alderman Robert S. Wilinski.

---

*TRIBUTE TO LATE MRS. STELLA ZYDLO.*

WHEREAS, Stella Zydlo, wife of the late Alderman Stanley M. Zydlo, passed away recently; and

WHEREAS, Mrs. Zydlo was a devoted wife to Alderman Zydlo, who faithfully served the 26th Ward during the 1960s and 1970s, and a loving mother to her children; and

WHEREAS, Mrs. Zydlo was involved in civic and Polish-American groups, including the Polish Women's Civic Club and the Polish American Commercial Club; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby commemorate Stella Zydlo for her devotion to her family and to her Polish heritage, and do hereby extend our sincerest condolences to her daughter, Geraldine Marcinek, and son, Dr. Stanley M. Zydlo, Jr.; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Stella Zydlo.

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*CONGRATULATIONS EXTENDED TO SERGEANT THOMAS E. COLLINS  
ON HIS RETIREMENT AFTER THIRTY-THREE YEARS OF  
SERVICE WITH CHICAGO POLICE DEPARTMENT.*

WHEREAS, Sergeant Thomas E. Collins recently retired from the Chicago Police Department after a long and distinguished career; and

WHEREAS, Sergeant Collins served thirty-three years on the force, retiring as a sergeant and detective in the Area 1 Property Crimes Unit; and

WHEREAS, Sergeant Collins had an exemplary career with the Department, receiving the Officer of the Month Award in 1984, the Junior Chamber of Commerce Award in 1975, four Department Commendations, nineteen Honorable Mentions and sixteen complimentary letters; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby honor Sergeant Thomas E. Collins for his

many years of dedicated service to the City of Chicago and its citizens, and do hereby wish him luck on the occasion of his retirement; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sergeant Thomas E. Collins.

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**CONGRATULATIONS EXTENDED TO MR. ERNEST R. WISH ON  
BEING ELECTED PRESIDENT OF ILLINOIS CERTIFIED  
PUBLIC ACCOUNTANTS SOCIETY.**

WHEREAS, Ernest R. Wish, managing partner of the Chicago office of Coopers & Lybrand, was recently elected President of the Illinois C.P.A. Society; and

WHEREAS, Mr. Wish's new position is the latest example of his commitment to the Chicago business community; and

WHEREAS, Mr. Wish's other efforts along these lines include his serving as Chairman of the Board of Trustees of DePaul University, and as a member of the Greater State Street Council, the Economic Club of Chicago, the Standard Club, the Chicago Club and numerous other business and educational organizations; and

WHEREAS, Mr. Wish also uses his considerable business talents and experience to help worthy causes, serving the United Way Crusade of Mercy and the Jaycees in numerous capacities; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby congratulate Ernest R. Wish on the occasion of his being elected President of the Illinois C.P.A. Society, and do hereby honor him for his dedicated service to Chicago's business, cultural and charitable organizations; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ernest R. Wish.

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**CONGRATULATIONS EXTENDED TO JUDGE JOSEPH M. WOSIK  
ON HIS SEVENTY-SIXTH BIRTHDAY.**

WHEREAS, Joseph M. Wosik, a popular retired Judge of the Cook County Circuit Court, turns seventy-six on August 2, 1990; and

WHEREAS, On the occasion of his birthday, his many longtime friends are honoring him with a surprise party; and

WHEREAS, Judge Wosik was a popular and well-known jurist during the more than three decades he served on the bench; and

WHEREAS, Judge Wosik was a jurist who loved the judiciary, once attending a rock concert to see first-hand what it was like after he ruled against those who wanted to ban the concert; and

WHEREAS, Not only did Judge Wosik's love of his judgeship show through in his decisions, it endeared him to many who worked with him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of July, 1990, do hereby congratulate Judge Joseph M. Wosik on the occasion of his birthday and do hereby join the chorus of those wishing him luck and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Judge Joseph M. Wosik.

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*Presented By*

**ALDERMAN SHEAHAN (19th Ward):**

**CHICAGO CITIZENS URGED TO AID PEOPLE OF THE  
PHILLIPINES THROUGH FINANCIAL DONATIONS  
FOR EARTHQUAKE RELIEF.**

WHEREAS, Humankind witnessed nature's devastation when the Philippines were ravaged by a massive earthquake recently; and

WHEREAS, Thousands of people have lost their lives and homes as a result of the earthquake's destruction; and

WHEREAS, Thousands more have been seriously injured by the earthquake; and

WHEREAS, Thousands more are still missing among the rubble that was once the thriving section of the Philippines; and

WHEREAS, Many Chicagoans with families and friends in the devastated area are still anxiously awaiting word on the welfare of their loved ones; and

WHEREAS, An outpouring of support from around the world has followed in the wake of the destruction in the Philippines; and

WHEREAS, Philippine authorities have issued a call for financial support to help the continuing search for survivors, to aid in the cleanup operation and to help rebuild the city; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled here this 31st day of July, 1990, A.D., do hereby urge all citizens to aid the good people of the Philippines by making financial donations to authorized Chicago-area fundraising agencies; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Consul General of the Philippines in Chicago.

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*COMMENDATIONS EXTENDED TO MS. PAULA DERBAK  
FOR THIRTY YEARS OF COMMUNITY SERVICE.*

WHEREAS, For more than thirty years Paula Derbak has been at the forefront of community involvement in the Mount Greenwood/Beverly and Morgan Park neighborhoods; and

WHEREAS, Paula Derbak, through her tireless efforts and unequalled dedication, has promoted civic projects which have lead to positive changes that have been of great benefit to the community she truly loves; and

WHEREAS, During the course of her righteous crusades Paula has been honored for her relentless pursuit on matters concerning the new Mount Greenwood Library; and

WHEREAS, Because of her hard work Paula is recognized and respected by lawmakers, library administrators, and top government officials from Springfield to Chicago as an expert on local library affairs; and

WHEREAS, Paula Derbak has set a sterling example for young and old alike as to what it means to genuinely love one's neighborhood; now, therefore,

*Be It Resolved*, That Mayor Richard M. Daley and the members of the City Council of Chicago gathered this day, July 31, 1990, do hereby pay tribute and acknowledge Paula Derbak for her contributions to the Mount Greenwood/Beverly/Morgan Park community; and

*Be It Further Resolved*, That a suitable copy of this resolution be printed and presented to Paula Derbak to commemorate this exercise.

*Presented By*

**ALDERMAN J. EVANS (21st Ward):**

**CONGRATULATIONS EXTENDED TO MRS. MILLIE TOLBERT  
ON HER ONE HUNDREDTH BIRTHDAY.**

WHEREAS, Mrs. Millie Tolbert was born in Hurtsboro, Alabama in 1890 on the twelfth day of June; and

WHEREAS, Mrs. Millie Tolbert came to Chicago, Illinois in the late 1930's and has resided at 9710 South Normal Avenue since 1954; and

WHEREAS, Mrs. Millie Tolbert is a member of Liberty Baptist Church and has been for over fifty years, a mother of four, with eighteen grandchildren, twenty-eight great-grandchildren and nineteen great-great-grandchildren; now, therefore,

*Be It Resolved*, That the Chicago City Council congratulates Mrs. Millie Tolbert in celebrating her 100th birthday and on being one of Chicago's leading citizens.

---

*Presented By*

**ALDERMAN KRISTYNIK (23rd Ward):**

**CONGRATULATIONS EXTENDED TO MR. RICHARD CHELOTTI  
ON HIS RETIREMENT AFTER THIRTY-SEVEN YEARS  
OF SERVICE WITH CHICAGO DEPARTMENT  
OF PUBLIC WORKS.**

WHEREAS, Richard Chelotti, one of Chicago's most interesting citizens, governmental and business figures, has retired from the Department of Public Works after thirty-seven years of highly successful tenure which has marked the Department of Public Works most tremendous progress; and

WHEREAS, A man of many friends and accomplishments, Richard Chelotti lives on the great southwest side 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 31st day of July, 1990, A.D., do hereby congratulate Richard Chelotti on the occasion of his retirement, and extend to this fine citizen 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 Mr. Richard Chelotti.

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**CONGRATULATIONS EXTENDED TO MR. DOMINIC GIOVENCO  
ON HIS RETIREMENT AFTER THIRTY-ONE YEARS  
OF SERVICE WITH CHICAGO DEPARTMENT  
OF PUBLIC WORKS.**

WHEREAS, Dominic Giovenco, one of Chicago's most interesting citizens, governmental and business figures, has retired from the Department of Public Works after thirty-one years of dedicated service; and

WHEREAS, A man of many friends and accomplishments, Dominic Giovenco lives on the great southwest side 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 31st day of July, 1990, A.D., do hereby congratulate Dominic Giovenco on the occasion of his retirement, and extend to this fine citizen 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 Dominic Giovenco.

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**CONGRATULATIONS EXTENDED TO MRS. CAROL JOHNSON ON  
HER RETIREMENT AFTER TWENTY-FIVE YEARS OF  
SERVICE WITH CHICAGO PARK DISTRICT.**

WHEREAS, Carol Johnson, model citizen and Chicago Park District employee, has recently retired after a fruitful and highly regarded career with this great city; and

WHEREAS, A dedicated worker for more than twenty-five years, Carol Johnson was noted for her positive outlook and helpful guidance; and

WHEREAS, While at Lawler Park, she started one of the largest girl's softball leagues in the Chicago Park District and won many city championships; and

WHEREAS, From 1985 to 1987, Carol served as track and field coach of the Arco-Jesse Owens games which competed in California; and

WHEREAS, A lifelong resident of our great City of Chicago, Carol Johnson also represents the solidity and strength of family life; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby congratulate Carol Johnson on the occasion of her retirement, and extend to this fine citizen our best wishes for many more years of happiness and fulfillment aboard her sail boat, the Windsprint; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Carol Johnson.

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*CONGRATULATIONS EXTENDED TO MR. ED JOHNSON ON  
HIS RETIREMENT AFTER TWENTY-SEVEN YEARS OF  
SERVICE WITH CHICAGO PARK DISTRICT.*

WHEREAS, Ed Johnson, an electrical foreman for the Chicago Park District in our great city for twenty-seven years, is retiring from a career of awesome responsibility and great success; and

WHEREAS, Ed Johnson, who lives on the great southwest side of Chicago is a veteran of the U. S. Navy, having served as an electrician from 1947 to 1962; and

WHEREAS, A man of many friends and accomplishments, he has traveled to Germany, Russia, Poland and Great Britain; and

WHEREAS, Ed Johnson represents the highest standard of dedicated public service; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby congratulate Ed Johnson on the occasion of his retirement, and extend to this fine citizen our best wishes for many years of happiness and fulfillment aboard his sail boat, the Windsprint; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. Ed Johnson.

*Presented By*

**ALDERMAN AUSTIN (34th Ward):**

**CONGRATULATIONS EXTENDED TO HOLY NAME OF MARY  
CHURCH ON ITS FIFTIETH ANNIVERSARY.**

WHEREAS, Holy Name of Mary Church, one of Chicago's leading spiritual institutions, will be celebrating its fiftieth anniversary on September 15, 1990; and

WHEREAS, Holy Name of Mary Church which originated in the basement of Holy Name of Mary School, was barely able to serve the congregation's needs, but through dedicated hard work of the parishioners, the Church has always been self-supporting; and

WHEREAS, In its present building, which was erected in 1971, Holy Name of Mary Church has gradually but firmly expanded to embrace innumerable grateful citizens in the Morgan Park/Beverly Community; and

WHEREAS, The leaders of this great City are cognizant of the immense contributions of our religious institutions; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby offer our congratulations to Holy Name of Mary Church, to its pastor, Father Anthony Vador, O.P., and to its outstanding congregation as this towering institution celebrates its fiftieth anniversary. We wish Holy Name of Mary Church many more years of fulfillment and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Holy Name of Mary Church.

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**UNITED STATES HOUSE OF REPRESENTATIVES URGED TO  
SUPPORT VENTO/RIDGE FEDERAL HOUSING AUTHORITY  
AMENDMENT TO NATIONAL AFFORDABLE  
HOUSING ACT.**

WHEREAS, The United States Senate voted on June 27, 1990 to dramatically change the F.H.A. Mortgage Insurance Program by adopting an amendment to the National Affordable Housing Act (S.556); and

WHEREAS, These changes will negatively impact on home buyers throughout the United States and eliminate an estimated 100,000 potential home buyers annually from the American dream of home ownership; and

WHEREAS, An amendment is being considered in the United States House of Representatives (Vento/Ridge F.H.A. Amendment) which will insure F.H.A.'s fiscal soundness without all of the negative aspects of the Senate approved F.H.A. changes; and

WHEREAS, An estimated 23.2% of the loans made in the City of Chicago are made through the F.H.A. Mortgage Insurance Program thus affording many residents in the City of Chicago an opportunity to realize the American dream of home ownership; and

WHEREAS, The City of Chicago is currently searching for ways to address the affordable housing crisis in Chicago and increase home ownership for its citizens through the Mayor's Affordable Housing Task Force; and

WHEREAS, This Task Force voted to oppose the Senate's changes to the F.H.A. Mortgage Insurance Program and support the Vento/Ridge F.H.A. Amendment in the United States House of Representatives; now, therefore,

*Be It Resolved*, That the Mayor and members of the Chicago City Council, who have been duly elected to represent the citizens of the City of Chicago, do hereby urge the United States House of Representatives to oppose the Senate's changes to the F.H.A. Mortgage Insurance Program and support the Vento/Ridge F.H.A. Amendment to the National Affordable Housing Act; and

*Be It Further Resolved*, That a suitable copy of this resolution be delivered to the members of the United States House of Representatives immediately so that they may record the City of Chicago's position on this matter.

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*Presented By*

**ALDERMAN BANKS (36th Ward):**

**COMMENDATIONS EXTENDED TO POLICE OFFICERS EUGENE  
CARONE, LANDELL HARRIS AND DARYLL BOYVIN  
FOR DILIGENCE AND BRAVERY IN  
APPREHENSION OF ROBBERY  
SUSPECT.**

WHEREAS, The preservation of public safety and welfare is of paramount concern in the performance of public service; and

WHEREAS, The leaders of this great City are cognizant of the debt owed our finest public servants; and

WHEREAS, Thanks to the dedication of, in particular, three members of the Chicago Police Department, an armed robber was captured and imprisoned; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D. do hereby recognize and commend the diligence and bravery of the following members of the Chicago Police Department in the recent capture of the robbery suspect who held a hostage at gunpoint:

Police Officer Eugene Carone, Star 17227, 025;

Police Officer Landell Harris, Star 9348, 025; and

Police Officer Daryll Boyvin, Star 2780, 053; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Police Officers Eugene Carone, Landell Harris and Daryll Boyvin (all from the canine unit).

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*Presented By*

**ALDERMAN GILES (37th Ward):**

*TRIBUTE TO LATE MR. ADLER F. ANDREWS.*

WHEREAS, The Omniscient God, has called Adler F. Andrews to his eternal home, to his loving, courageous and proud protector. Adler served as a foreman and worked for the Bureau of Electricity, for the City of Chicago for nine years, until his death on July 16, 1990; and

WHEREAS, Adler was a graduate of Roosevelt University with a Bachelor of Business Administration degree; and

WHEREAS, In 1989 he became a member and deacon-in-training of Lively Stone Missionary Baptist Church; and

WHEREAS, Adler demonstrated his strong beliefs and commitments by volunteering his time and talents in various political campaigns for the betterment of friends, family, neighbors and mankind; and

WHEREAS, He devoted his life to his wife, Ona Andrews; three children, Alexandria, Martin and Phyllis; a granddaughter, Elizabeth; two sisters, Leona and Beatrice; four brothers, Louis, Alfonso, Algree and Johnny (three preceded him in death, Alex, Jr., Earl and Charles); many aunts, uncles, cousins, nieces and nephews; a host of friends; and a faithful companion, "Lady"; now, therefore,

*Be It Resolved*, That a suitable copy of this resolution be presented to the family of Adler F. Andrews.

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*Presented By*

**ALDERMAN CULLERTON (38th Ward):**

**CONGRATULATIONS EXTENDED TO "JEWELS BY PARK LANE"  
ON ITS THIRTY-FIFTH ANNIVERSARY AND AUGUST  
23, 1990 DECLARED "JEWELS BY PARK  
LANE DAY IN CHICAGO".**

WHEREAS, On August 23, 1990, Arthur and Shirley Levin, creators and founders of Jewels by Park Lane will celebrate its thirty-fifth anniversary; and

WHEREAS, Jewels by Park Lane is recognized and respected nationwide as a leader in the direct selling industry largely due to the combined efforts, fortitude and unyielding determination of Presidents Arthur and Shirley Levin; and

WHEREAS, Jewels by Park Lane has expanded to all areas of the United States and is represented by thousands of people while national headquarters are maintained in Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby declare August 23, 1990 as Jewels By Park Lane Day, and urge all citizens to take cognizance of the special events arranged for this great time; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Arthur and Shirley Levin.

*Presented By*

**ALDERMAN PUCINSKI (41st Ward):**

**CONGRATULATIONS EXTENDED TO MRS. PATRICIA L. SIENKIEWICZ  
ON INSTALLATION AS FIRST DIVISION PRESIDENT OF  
AMERICAN LEGION AUXILIARY, COOK COUNTY COUNCIL  
AND AUGUST 11, 1990 DECLARED "PATRICIA  
L. SIENKIEWICZ DAY IN CHICAGO".**

WHEREAS, Patricia L. Sienkiewicz is the fourth of six generations having belonged to the Harold A. Taylor Unit 47 of the American Legion Auxiliary, Department of Illinois for forty-five years; and

WHEREAS, She has willingly held various offices in the Unit, District and County while being a wife, mother, grandmother, Food Service Manager at Roosevelt High School and attending college at night to earn a degree; and

WHEREAS, She is active in promoting the importance of the Legion and its Auxiliary programs, especially those pertaining to the veterans and their families; and

WHEREAS, Patricia L. Sienkiewicz is Junior Advisor and helps to mold young girls of today into model citizens of tomorrow by teaching them the principles and values of the American Legion and its Auxiliary, as well as love and respect for the flag and the United States; and

WHEREAS, She and her husband, Alfred, have devoted their time for the past several years toward the Chicago Special Olympics; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council do hereby congratulate Patricia L. Sienkiewicz on the occasion of her installation as Cook County Council, First Division President for the year 1990 -- 1991 to be held at the Drake Hotel in Oak Brook; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and forwarded to Mary M. Hensley, 1850 West Waveland Avenue, Chicago, Illinois 60613, for presentation to Patricia Sienkiewicz at the Installation of Officers; and

*Be It Further Resolved*, That August 11th be known as "Patricia L. Sienkiewicz Day".

*Presented By*

**ALDERMAN EISENDRATH (43rd Ward):**

**CONGRATULATIONS EXTENDED TO BUSHMAN SOCIETY ON  
ITS SIXTIETH ANNIVERSARY.**

WHEREAS, It has been sixty years since Bushman, a West African lowland gorilla arrived in Chicago at the Lincoln Park Zoo on August 15, 1930; and

WHEREAS, Zoo officials estimate that during Bushman's lifetime 100 million people came to see him, making him the most beloved attraction at the zoo; and

WHEREAS, Bushman lived in the monkey house until January 1, 1951, which after his death was renamed "Bushman Hall" in his honor; and

WHEREAS, Bushman still lives happily in the memories of many Chicagoans and tourists as an affectionate natured and physically splendid gorilla; and

WHEREAS, Bushman's legacy also includes the Lincoln Park Zoo's famous collection of great apes; and

WHEREAS, The Bushman Society continues to be dedicated to helping the zoo stay at the forefront of research, care and education in the field of these wonderful primates; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council, gathered here this 31st day of July, 1990, do hereby recognize the sixtieth anniversary of the arrival of Bushman to Chicago as a milestone in the development of a primate program in Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to The Bushman Society in recognition of their dedication to the study of gorillas.



*Presented By*

**ALDERMAN HANSEN (44th Ward):**

**GRATITUDE EXTENDED TO MR. MIKE BERTANI FOR HIS  
YEARS OF SERVICE AND HOSPITALITY TO  
CITIZENS OF CHICAGO AND  
ST. LOUIS.**

WHEREAS, Mike Bertani has been employed by the St. Louis Cardinals for the last thirty-three years, and has been ticket director for the Cardinals since 1968; and

WHEREAS, Despite the long and bitter rivalry between the Cardinals and the Chicago Cubs, Mike Bertani has always permitted the sale of tickets to Cub fans, even helping them get good seats from which to watch the prodigious on-field struggles; and

WHEREAS, Mike Bertani's generous assistance has increased the enjoyment of the game for countless Cub fans; and

WHEREAS, Mike Bertani's attitudes and efforts are a significant part of the hard-working and fun-loving spirit that unites all Midwesterners, even Cub and Cardinal fans; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate and thank Mike Bertani for his many years of good-natured hospitality and service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Mike Bertani.

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*Presented By*

**ALDERMAN LEVAR (45th Ward):**

**TRIBUTE TO LATE POLICE SERGEANT JOHN GIBBONS.**

WHEREAS, Almighty God has summoned Sergeant John Gibbons to his eternal peace in his wheelchair; and

WHEREAS, Sergeant John Gibbons grew up in an Irish neighborhood and became a police officer at age twenty-one, which he loved, progressing to detective and became the top investigator of the Corporation Counsel's Office and then became a police sergeant, even though he was afflicted with Lou Gehrig's disease, which confined him to working in a wheelchair at the Traffic Court; and

WHEREAS, This dreadful disease required a disability retirement as he needed a respirator to breathe and used a computer to communicate to his cop buddies who took him to his favorite tavern to watch the Bears or Notre Dame and discuss City Hall politics; and

WHEREAS, The bandits couldn't get him for twenty-three years as a cop, but Lou Gehrig's disease did, dying one muscle at a time; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council gathered here on the 31st day of July, 1990, do hereby express our appreciation to a police officer who rendered superb human service and whose courage and dedication will always exemplify the best of Chicago's police officers, and further extend our heartfelt sympathy to his widow, Peggy, and his daughters, Anna, 12, Bridget, 10, and his brother, Thom.

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**CONGRATULATIONS EXTENDED TO ARMSTRONG BROS. TOOL  
COMPANY ON ITS ONE HUNDREDTH ANNIVERSARY.**

WHEREAS, Armstrong Bros. Tool Company, one of our great City's most respected and successful family-owned businesses, is celebrating its 100th anniversary this year; and

WHEREAS, Founded in 1890 by George, James, Paul, John and Hugh Armstrong, Armstrong Bros. Tool Company thrives today under their descendants, continuing, at 5200 West Armstrong Avenue, to provide jobs and progress to its very grateful northwest side community and to the City of Chicago in general; and

WHEREAS, The history of the Armstrong Bros. Tool Company parallels the history of Chicago and typifies the Chicago "I Will" Spirit. Armstrong began as a very small entity, but with the acumen and foresight of its founders, the strength and perseverance of Armstrong businessmen through depression and war, and the intelligence and solid sense of its current generations, Armstrong Bros. Tool Company has consistently grown and prospered, not only at its Chicago location, but also at its subsidiary locations in Arkansas and as far as England; and

WHEREAS, It is important, on such a great occasion as this, to reflect upon a founding family, members of whom over the past century have contributed so forcefully to the prosperity of our great City and its citizens. On August 18, 1990, Armstrong Bros. Tool Company hosts an Open House at its plant/headquarters on Armstrong Avenue, and a museum featuring articles of historic import since 1890 will be dedicated; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July 1990, do hereby salute Armstrong Bros. Tool Company and the Armstrong family on the One Hundredth Anniversary of one of our City's most respected businesses, and call to public attention the centenary celebrations scheduled for August 18, 1990; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Armstrong Bros. Tool Company.

---

*Presented By*

**ALDERMAN SHILLER (46th Ward):**

**CONGRATULATIONS EXTENDED TO MEMBERS OF 46TH WARD  
ZONE COMMITTEES FOR THEIR VOLUNTEER EFFORTS  
IN PROMOTING DEMOCRACY WITHIN 46TH WARD.**

WHEREAS, Development within wards is a crucial and necessary activity; and

WHEREAS, Development within wards is a major concern for all communities; and

WHEREAS, The 46th Ward is one of Chicago's most diverse wards, composed of many different communities; and

WHEREAS, All communities desire that development take place in a democratic manner with the broadest participation possible; and

WHEREAS, Marlene Barton, et al., are members of the 46th Ward Zone Committees; and

WHEREAS, Marlene Barton, et al., have given freely of their time as volunteers to promote the greatest amount of democracy within the development process of the 46th Ward; and

WHEREAS, Marlene Barton, et al., have been successful in designing and implementing a democratic process for development within all communities in the 46th Ward; now, therefore,

*Be It Resolved*, That the Mayor of Chicago and the Chicago City Council do hereby congratulate Marlene Barton and all members of the 46th Ward Zone Committees for their volunteer efforts in promoting democracy in the 46th Ward; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marlene Barton and all members of the 46th Ward Zone Committees.

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*Presented By*

**ALDERMAN SCHULTER (47th Ward):**

**CONGRATULATIONS EXTENDED TO SILENT COOPERATIVE  
APARTMENTS ON ITS FIFTH ANNIVERSARY.**

WHEREAS, The Silent Cooperative Apartments, 2500 West Belmont Avenue on Chicago's great north side, celebrates its fifth anniversary this year; and

WHEREAS, The Silent Cooperative Apartments opened June 25, 1985, as the first residential building in the United States constructed to meet the special needs of hearing-impaired senior citizens. Made possible through the efforts of the Illinois Association of the Deaf and the U.S. Department of Housing and Urban Development, this 99-apartment building has been managed since its opening by Diversified Realty Group; and

WHEREAS, The Silent Cooperative Apartments is a source of great pride to the City of Chicago, providing some of our most treasured citizens with much needed affordable housing for hearing-impaired seniors as well as the disabled and the blind; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby congratulate the Illinois Association of the Deaf, the U.S. Department of Housing and Urban Development and Diversified Realty Group on the fifth anniversary of the Silent Cooperative Apartments, and extend our best wishes for the continuing success of this great enterprise; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Silent Cooperative Apartments management.

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**MATTERS PRESENTED BY THE ALDERMEN.**

**(Presented By Wards, In Order, Beginning With The Fiftieth Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

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*Referred* -- ESTABLISHMENT OF LOADING ZONES AT  
SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	West Grand Avenue (south side) from a point 85 feet east of North Carpenter Street, to a point 25 feet east thereof -- at all times -- no exceptions;
<i>CARTER</i> (15th Ward)	West 57th Street (south side) at 2300 -- at all times -- daily;
<i>GARCIA</i> (22nd Ward)	West Cermak Road, at 3125 (alongside on South Troy Street) -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>SOLIZ</i> (25th Ward)	South California Avenue, at 1401 -- at all times -- no exceptions;

Alderman	Location, Distance And Time
<i>BUTLER</i> (27th Ward)	North Western Avenue, at 765 -- at all times -- daily;
<i>FIGUEROA</i> (31st Ward)	West North Avenue, at 3621 -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday;
<i>BANKS</i> (36th Ward)	West Diversey Avenue, at 5334 -- 5336 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
<i>CULLERTON</i> (38th Ward)	North Cicero Avenue, at 3632 (alongside on West Waveland Avenue, from North Cicero Avenue to the first alley west thereof) -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
<i>NATARUS</i> (42nd Ward)	West Hubbard Street, at 9 (approximately 40 feet in length) -- at all times -- no exceptions;
<i>HANSEN</i> (44th Ward)	West Buckingham Place, at 741 -- 745 -- 7:00 A.M. to 9:00 P.M. -- no exceptions;
	North Halsted Street, at 2843 -- at all times -- daily (valet loading zone);
	North Halsted Street, at 2911 -- at all times -- daily (valet loading zone);
	North Halsted Street, at 2925 -- at all times -- daily (valet loading zone);
<i>LEVAR</i> (45th Ward)	North Elston Avenue, at 5951 -- 8:30 P.M. to 5:00 P.M. -- Monday through Saturday.

*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
LOADING ZONE ON PORTION OF NORTH  
CLARK STREET.

Alderman Shiller (46th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Clark Street (west side) from a point 295 feet north of West Grace Street, to a point 45 feet north thereof -- 8:00 A.M. to 8:00 P.M." relative to the loading zone on a portion of North Clark Street and inserting in lieu thereof: "North Clark Street (west side) from a point 295 feet north of West Grace Street, to a point 145 feet north thereof -- 8:00 A.M. to 8:00 P.M. -- Sunday through Saturday", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC  
RESTRICTION ON PORTIONS OF  
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
<i>DIXON</i> (8th Ward)	East 82nd Street, from South Cottage Grove Avenue to South Ellis Avenue -- easterly;
<i>TROUTMAN</i> (20th Ward)	South Wabash Avenue, at 6000 -- northerly;
<i>GARCIA</i> (22nd Ward)	South Whipple Street, between West 26th Street and West 28th Street -- northerly;
	West 28th Street, between South Sacramento Avenue and South Whipple Street -- westerly;

Alderman

Public Way

*MELL* (33rd Ward)

First east-west alley north of 2500 West Fullerton Avenue, between North Maplewood Avenue and North Campbell Avenue -- easterly;

*KOTLARZ* (35th Ward)

West Palmer Street, from North Lawndale Avenue to North Central Park Avenue -- easterly;

*NATARUS* (42nd Ward)

East Grand Avenue, from North Streeter Drive West to North Streeter Drive East -- westbound.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
WEST BARRY AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West Barry Avenue, between North Francisco Avenue and North California Avenue -- easterly" relative to the one-way traffic restriction on a portion of West Barry Avenue and inserting in lieu thereof: "West Barry Avenue, between North Francisco Avenue and the first alley east of North California Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION OF  
SOUTH KIMBARK AVENUE.

Alderman Dixon (8th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Kimbark Avenue, at 9220 -- southerly" relative to the one-way traffic restriction on a portion of South Kimbark Avenue and inserting in lieu thereof: "South Kimbark Avenue, from the entrance to the parking lot of



Saint Mary of Hungary's Church (southern end of South Kimbark Avenue) to East 93rd Street -- two-way street", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE CONCERNING  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF SOUTH OAKLEY AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Oakley Avenue, from West 96th Street to West 95th Street -- northerly" relative to the one-way traffic restriction on a portion of South Oakley Avenue and inserting in lieu thereof: "South Oakley Avenue, from West 96th Street to the first alley south of West 95th Street", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- REMOVAL OF PARKING METERS IN FRONT OF  
2544 -- 2554 NORTH KEDZIE AVENUE.

Alderman Figueroa (31st Ward) presented a proposed order for the removal of parking meters located in front of 2544 -- 2554 North Kedzie Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- LIMITATION OF PARKING DURING SPECIFIED  
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>J. EVANS</i> for <i>STEELE</i> (6th Ward)	South Michigan Avenue, between East 96th Street and East 97th Street -- 6:00 A.M. to 10:00 A.M. -- Monday through Friday;
<i>FARY</i> (12th Ward)	West 47th Street (both sides) from South Western Avenue to South Campbell Avenue -- 1-hour limit -- 8:00 A.M. to 4:00 P.M. -- daily;
<i>CARTER</i> (15th Ward)	South Wood Street (east side) from 5700 to 5725 -- 7:00 A.M. to 3:00 P.M. -- Monday through Saturday;
<i>SCHULTER</i> (47th Ward)	North Damen Avenue, at 3425 (alongside on East Newport Avenue) 10:00 A.M. to 12:00 Noon -- Sunday only.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-HOUR PARKING LIMITATION ON PORTION OF  
SOUTH KOMENSKY AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Komensky Avenue (both sides) from West 47th Street to the first alley south thereof -- one- hour -- at all times" relative to the parking limitation on a portion of South Komensky Avenue and inserting in lieu thereof: "South Komensky Avenue, from West 47th Street to the first alley south thereof -- one-hour -- 7:00 A.M. to 8:00 P.M. -- all days", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES  
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>ROTI</i> (1st Ward)	West Washington Street (north side) west of North Sangamon Street, for approximately 80 feet in length (except for Haymarket House patients);
<i>ORR</i> for <i>TILLMAN</i> (3rd Ward)	South Shields Avenue, at 5410;
<i>T. EVANS</i> (4th Ward)	South Dorchester Avenue, at 4818 (either side of driveway);
<i>BLOOM</i> (5th Ward)	South East End Avenue, at 6801;
<i>J. EVANS</i> for <i>STEELE</i> (6th Ward)	South Calumet Avenue, at 9428; South Vernon Avenue, at 8045;
<i>DIXON</i> (8th Ward)	South Avalon Avenue, at 9551; East 86th Street, at 1406;
<i>SHAW</i> (9th Ward)	South Forest Avenue, at 10747 (except for handicapped);
<i>HUELS</i> for <i>VRDOLYAK</i> (10th Ward)	South Avenue O, at 11054 (except for handicapped);

Alderman	Location And Distance
<i>FARY</i> (12th Ward)	South Leavitt Street, at 3447;  South Seeley Avenue, at 3559 (except for handicapped);  West 39th Place, at 2721 (except for handicapped);  West 47th Street, at 2916 (except for handicapped);
<i>MADRZYK</i> (13th Ward)	South Kenneth Avenue, at 6737 (except for handicapped);  South Kostner Avenue, at 5923 (except for handicapped);  South Trumbull Avenue, at 7834 (except for handicapped);
<i>CARTER</i> (15th Ward)	South Justine Avenue, at 5712;
<i>LANGFORD</i> (16th Ward)	South Aberdeen Street, at 6609;  South Elizabeth Street, at 5933;
<i>KELLAM</i> (18th Ward)	South Ada Street; at 7951 (except for handicapped);
<i>J. EVANS</i> (21st Ward)	South Wentworth Avenue, at 9102;
<i>KRYSTYNIAK</i> (23rd Ward)	West 47th Street (south side) from South Pulaski Road to South Springfield Avenue (trucks only);
<i>BUTLER</i> (27th Ward)	West Carroll Avenue, at 1440 -- 1442 (driveway);

Alderman	Location And Distance
	West Huron Street, at 3506;
	West Lexington Street, at 2714;
	West Monroe Street, at 2749;
	West Superior Street, at 2618 (except for handicapped);
	North Trumbull Avenue, at 725;
	North Trumbull Avenue, at 742;
	North Trumbull Avenue, at 747;
<i>E. SMITH</i> (28th Ward)	West Walnut Street, at 3509 (except for handicapped);
<i>BIALCZAK</i> (30th Ward)	West Dickens Avenue (north side) between North Laramie Avenue and North Leamington Avenue;
	West Palmer Street, between North Laramie Avenue and North Leamington Avenue;
<i>ORR</i> for <i>FIGUEROA</i> (31st Ward)	North Harding Avenue, at 1234;
	West Kamerling Avenue, 4233;
	North Spaulding Avenue, at 1722;
<i>MELL</i> (33rd Ward)	North Campbell Avenue, from 2928 to the first alley south thereof;
	North Maplewood Avenue, at 2136;

Alderman	Location And Distance
<i>AUSTIN</i> (34th Ward)	West 104th Street, at 105 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North Drake Avenue, at 4303 (except for handicapped); North Springfield Avenue, at 3137 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Mulligan Avenue, at 2732 (except for Handicapped Parking Permit 260643); North Mulligan Avenue, at 2732 (except for Handicapped Parking Permit 333657); North Natoma Avenue, at 1816 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	North Laramie Avenue, at 1521 (except for handicapped); North Osceola Street, at 3834 (except for handicapped);
<i>LAURINO</i> (39th Ward)	North Spaulding Avenue, at 4646 (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	North Naper Avenue, at 5904 (except for handicapped);
<i>HANSEN</i> (44th Ward)	West Newport Avenue, at 859 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	North Damen Avenue, at 3310;

Alderman	Location And Distance
	North Damen Avenue, at 4407 (except for handicapped);
	North Damen Avenue, at 4425 (except for handicapped);
	North Lincoln Avenue, at 4618;
<i>M. SMITH</i> (48th Ward)	North Glenwood Avenue, at 5820;
	North Kenmore Avenue, at 5633;
<i>ORR</i> (49th Ward)	West Highland Avenue, at 1535.

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*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF SOUTH AVENUE M.

Alderman Huels, for Alderman Vrdolyak (10th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect on the east side of South Avenue M, from a point 226 feet south of East 97th Street, to a point 25 feet south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF SOUTH NOTTINGHAM AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect on the west side of South Nottingham Avenue, from West 61st Street to West 62nd Street -- at all times, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF SOUTH WESTERN AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition at 3401 -- 3421 South Western Boulevard, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING  
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinance and orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>MADRZYK</i> (13th Ward)	West 59th Street (south side) from South Kolmar Avenue west for approximately 125 feet; West 59th Street (north side) from the Belt Railroad east to South Kilbourn Avenue; South Kilbourn Avenue (west side) from West 59th Street north to the first alley; and South Kolmar Avenue (both sides) from West 59th Street north to the first alley;
<i>KRYSTYNIAK</i> (23rd Ward)	South Mobile Avenue (west side) from West 63rd Place to the first alley south thereof -- at all times;
<i>MELL</i> (33rd Ward)	North Troy Street, in the 3000 block -- at all times;
<i>LAURINO</i> (39th Ward)	North Bernard Avenue, (east side) in the 4800 block, from West Lawrence Avenue to the first alley north thereof;



Alderman

Location, Distance And Time

PUCINSKI (41st Ward)

West Balmoral Avenue, in the 8200 --  
8300 blocks -- at all times.

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*Referred* -- EXTENSION OF RESIDENTIAL PARKING ZONE 77  
ON PORTION OF WEST 80TH STREET.

Alderman Streeter (17th Ward) presented a proposed order which would extend existing Residential Permit Parking Zone 77 to include both sides of West 80th Street, from South Green Street to the first alley west of South Halsted Street, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE ON PORTION  
OF SOUTH WHIPPLE AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "South Whipple Avenue (both sides) from West 46th Street to the first alley north of West 47th Street -- at all times -- Zone 252" relative to the residential permit parking zone on a portion of South Whipple Avenue and inserting in lieu thereof: "South Whipple Avenue, from West 46th Street to the first alley north of West 47th Street on the east side of the street, and from West 46th Place to West 47th Place on the west side of the street -- at all times -- Zone 252", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>SHEAHAN</i> (19th Ward)	South Winchester Avenue (west side) from West 95th Street to the first driveway north thereof;  South Vanderpoel Avenue (west side) from West 95th Street to the first alley south thereof;
<i>KOTLARZ</i> (35th Ward)	North St. Louis Avenue (west side) from West Irving Park Road to the first alley north thereof;
<i>BANKS</i> (36th Ward)	North Osceola Avenue (both sides) from West Belmont Avenue to the first alley north thereof.

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*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours 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)	East 49th Street (south entrance of Newport Condominium) between South Cornell Avenue and South Chicago Beach Drive -- at all times -- daily;
<i>NATARUS</i> (42nd Ward)	East Grand Avenue (south side) alongside 515 North State Street -- at all times -- daily;

## Alderman

## Location, Distance And Time

East Illinois Street (north side) from North McClurg Court to a point 120 feet east thereof -- at all times -- daily;

East Ontario Street, at 162 -- at all times -- daily;

East Ontario Street (south side) from North McClurg Court to a point 120 feet east thereof -- at all times -- daily;

*EISENDRATH* (43rd Ward)

West Fullerton Avenue, at 850 -- at all times -- no exceptions (driveway);

West Willow Street, at 344 (driveway alongside on North Sedgwick Street) at all times -- no exceptions;

*HANSEN* (44th Ward)

North Lake Shore Drive, at 3440 -- at all times -- no exceptions (loading area);

*LEVAR* (45th Ward)

West Hutchinson Street (both sides) from North Milwaukee Avenue to the first alley west thereof -- at all times -- no exceptions;

*SHILLER* (46th Ward)

West Gordon Terrace, at 744 (expand from driveway to loading areas) -- at all times -- daily;

*ORR* (49th Ward)

West Fargo Avenue, 1316 -- at all times -- no exceptions (driveway);

*STONE* (50th Ward)

North Western Avenue, from West Rosemont Avenue to West Arthur Avenue -- 6:00 A.M. to 9:00 P.M. -- Monday/Wednesday/Friday (east side) and Tuesday/Thursday (west side) -- (April 15 to November 15, 1990) -- for street cleaning purposes.

*Referred* -- DISCONTINUANCE OF TOW-AWAY ZONE ON PORTION  
OF EAST 103RD STREET.

Aldermen Steele, Shaw, J. Evans and Austin presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the temporary tow-away zone on East 103rd Street, from South Vincennes Avenue to South Cottage Grove Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- INSTALLATION OF AUTOMATIC TRAFFIC CONTROL  
SIGNALS AT SPECIFIED 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
<i>T. EVANS</i> (4th Ward)	East Hyde Park Boulevard and South Cornell Avenue, in lieu of signal at East 53rd Street and Old Lake Park Avenue;
<i>GARCIA</i> (22nd Ward)	West 31st Street and South Trumbull Avenue "No Left Turn";
<i>SHILLER</i> (46th Ward)	West Montrose Avenue and North Hazel Street.

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*Referred* -- ESTABLISHMENT OF SPEED LIMITATIONS ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances and order to limit the speed of vehicular traffic on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>LANGFORD</i> (16th Ward)	South Lowe Avenue in the 6450 block -- 20 miles per hour;
<i>E. SMITH</i> (28th Ward)	West Fifth Avenue, from 4400 to 4500 -- 25 miles per hour;
<i>PUCINSKI</i> (41st Ward)	North Oriole Avenue, between West Devon Avenue and West Higgins Avenue -- 25 miles per hour.

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*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>RUSH</i> (2nd Ward)	South Lake Park Avenue and East 35th Street -- "One-Way Stop";  South Dr. Martin Luther King, Jr. Drive, at East 30th Street -- "Two- Way Stop";  East 35th Street, at South Michigan Avenue -- "No Parking -- 7:00 A.M. to 9:00 A.M.";
<i>T. EVANS</i> (4th Ward)	South Blackstone Avenue, at East 55th Street -- "No Left Turn";  East 50th Place, at South East End Avenue -- "Stop";

## Alderman

## Location And Type Of Sign

Service Drive connecting eastbound and westbound traffic on East 55th Street near 1401 East 55th Street -- "No Left Turn";

*BLOOM* (5th Ward)

East 68th Street and South Oglesby Avenue -- "Stop";

*DIXON* (8th Ward)

South Crandon Avenue, in the 8000 block -- "No Drinking on Public Ways";

South Crandon Avenue, at East 84th Street -- "Stop";

South Harper Avenue, at East 80th Street -- "Stop";

East 79th Street, at South Drexel Avenue -- "Stop";

East 86th Street, at South Ingleside Avenue -- "Stop";

East 88th Street and South Blackstone Avenue -- "Three-Way Stop";

East 88th Street, at South Blackstone Avenue -- "Stop";

East 90th Street and South Blackstone Avenue -- "Stop";

*FARY* (12th Ward)

South Leavitt Street, at West 34th Street -- "Stop";

South Leavitt Street, at West 36th Street -- "Stop";

South Leavitt Street, at West 36th Street -- "Do Not Enter";

## Alderman

## Location And Type Of Sign

South Oakley Avenue, at West 34th Street -- "Stop";

West 36th Street, at South Hamilton Avenue -- "Stop";

West 36th Street, at South Leavitt Street -- "Stop";

West 36th Street, at South Washtenaw Avenue -- "Stop";

West 38th Street, at South Francisco Avenue -- "Stop";

West 38th Street, at South Washtenaw Avenue -- "Stop";

West 43rd Street and South Lamon Avenue -- "Three-Way Stop";

*MADRZYK* (13th Ward)

West 62nd Street and South Tripp Avenue -- "Stop";

West 68th Street and South Kedvale Avenue -- "All-Way Stop";

West 72nd Street and South Homan Avenue -- "All-Way Stop";

West 78th Place and South Hamlin Avenue -- "All-Way Stop";

*BURKE* (14th Ward)

West 65th Street, at South Talman Avenue -- "Stop";

*CARTER* (15th Ward)

South Western Avenue, at West 77th Street -- "Stop";

West 57th Street and South Claremont Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
<i>LANGFORD</i> (16th Ward)	West 65th Street, at 650 -- "Four- Way Stop";
<i>KELLAM</i> (18th Ward)	South Ada Street, at 7951 -- "Handicapped Parking";
<i>SHEAHAN</i> (19th Ward)	South Kilpatrick Avenue and South Scottsdale Avenue -- "All-Way Stop";
<i>SHEAHAN</i> (19th Ward)	West 109th Street and South Albany Avenue -- "Two-Way Stop";
<i>SHEAHAN</i> (19th Ward)	West 95th Street, at South Oakley Avenue -- "U-Turn";
<i>TROUTMAN</i> (20th Ward)	South Langley Avenue, at East 64th Street -- "Stop";
<i>TROUTMAN</i> (20th Ward)	South Langley Avenue, at East 65th Street -- "Stop";
<i>TROUTMAN</i> (20th Ward)	East 64th Street, at South Langley Avenue -- "Stop";
<i>TROUTMAN</i> (20th Ward)	East 65th Street, at South Langley Avenue -- "Stop";
<i>TROUTMAN</i> (20th Ward)	East 66th Street and South Dr. Martin Luther King, Jr. Drive -- "Four-Way Stop";
<i>SOLIZ</i> (25th Ward)	West Cermak Road, at South Hoyne Avenue -- "Stop";
<i>SOLIZ</i> (25th Ward)	South Wood Street, at West Cullerton Street -- "Stop";
<i>SOLIZ</i> (25th Ward)	West 23rd Place and South Oakley Avenue -- "Four-Way Stop";



Alderman	Location And Type Of Sign
<i>BUTLER</i> (27th Ward)	<p>West Adams Street, at 2833 -- "Slow -- School Zone";</p> <p>West Flournoy Street, at South Western Avenue -- "Do Not Enter";</p> <p>West Huron Street, at North Rockwell Street -- "Stop";</p> <p>West Walnut Street, at North Francisco Avenue -- "Stop";</p> <p>West Walnut Street, at North Sacramento Avenue -- "Stop";</p>
<i>DAVIS</i> (29th Ward)	<p>North Austin Boulevard, at 325 -- "No Parking";</p>
<i>BIALCZAK</i> (30th Ward)	<p>West Palmer Street and North Leamington Avenue -- "Four Way Stop";</p>
<i>MELL</i> (33rd Ward)	<p>North Maplewood Avenue, at West George Street -- "Stop";</p>
<i>CULLERTON</i> (38th Ward)	<p>West Hutchinson Street and North Linder Avenue -- "Three-Way Stop";</p> <p>Entrances to the east-west alley bounded by North Menard Avenue, North Major Avenue, West School Street and West Melrose Street -- "Through Traffic Prohibited";</p> <p>Entrances to the east-west alley bounded by North Menard Avenue, North Marmora Avenue, West Melrose Street and West Henderson Street -- "Through Traffic Prohibited";</p>

Alderman	Location And Type Of Sign
<i>PUCINSKI</i> (41st Ward)	West Bryn Mawr Avenue, in 6200 -- 6300 blocks -- "No Truck Parking";
<i>HANSEN</i> (44th Ward)	West Fletcher Street and North Lakewood Avenue -- "Four-Way Stop";
<i>LEVAR</i> (45th Ward)	West Berenice Avenue and North Lavergne Avenue -- "Stop";
	West Farragut Avenue, at North Newland Avenue -- "Stop";
	North LaCrosse Avenue, at 4457 -- "Stop";
	West Sunnyside Avenue, at North Linder Avenue -- "Stop";
	North Monitor Avenue, at West Carmen Avenue -- "Stop";
<i>SHILLER</i> (46th Ward)	West Buena Avenue and North Marine Drive -- "Stop";
	North Hazel Street, at West Buena Avenue -- "Stop";
	West Sheridan Road, at North Pine Grove Avenue -- "Stop";
<i>STONE</i> (50th Ward)	Entrances to the north-south alley bounded by North Fairfield Avenue, North California Avenue, West Granville Avenue and West Rosemont Avenue -- "Through Traffic Prohibited";
	West Lunt Avenue and North Washtenaw Avenue -- "Stop".

*Referred* -- COMMISSIONER OF PUBLIC WORKS REQUESTED  
TO CONSIDER INSTALLATION OF "NO PARKING"  
SIGN ON PORTION OF NORTH  
KIMBALL AVENUE.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a "No Parking -- 7:00 A.M. to 9:00 A.M." sign on the west side of North Kimball Avenue, for the area between West Lawrence Avenue and West Montrose Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- COMMISSIONER OF PUBLIC WORKS REQUESTED  
TO CAUSE SURVEY FOR INSTALLATION OF "STOP"  
SIGN AT NORTH LONG AVENUE AND WEST  
WEST END AVENUE.

Alderman Davis (29th Ward) presented a proposed order directing the Commissioner of Public Works to cause a survey for the installation of a "Stop" sign at the corner of North Long Avenue and West West End Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO  
CAUSE SURVEY FOR INSTALLATION OF "STOP" SIGN  
AT NORTH LOREL AVENUE AND WEST WEST  
END AVENUE.

Alderman Davis (29th Ward) presented a proposed order directing the Commissioner of Public Works to cause a survey for the installation of a "Stop" sign at the corner of North Lorel Avenue and West West End Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
INSTALLATION OF "NO LEFT TURN" SIGN ON  
PORTION OF WEST 80TH STREET.

Alderman Kellam (18th Ward) presented a proposed order to amend a previously passed ordinance which authorized the Commissioner of Public Works to install a "No Left Turn -- 6:00 A.M. to 9:00 A.M." sign for eastbound traffic on West 80th Street and South Kedzie Avenue by deleting the above reference and inserting in lieu thereof the installation of a "No Left Turn -- 6:00 A.M. to 9:00 A.M." sign for southbound traffic on South Kedzie Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR  
VEHICLES ON PORTIONS OF SPECIFIED  
PUBLIC WAYS.

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
MADRZYK (13th Ward)	South Long Avenue, from 6300 to 6500;
TROUTMAN (20th Ward)	South Wabash Avenue, from 6100 to 7100.

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

*BY ALDERMAN HUELS* (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 6-G bounded by:

a line 837.62 feet north of West 29th Street (as measured along the west line of South Poplar Avenue); South Poplar Avenue; a line 765.65 feet north of West 29th Street (as measured along the west line of South Poplar Avenue); and the alley next west of South Poplar Avenue.

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by:

a line 464.80 feet north of West 35th Street; the alley next east of and parallel to South Parnell Avenue; a line 434.60 feet north of West 35th Street; and South Parnell Avenue.

*BY ALDERMAN KRISTYNIK* (23rd Ward):

To classify as an R2 Single-Family Residence District instead of an R4 General Residence District the area shown on Map No. 12-M bounded by:

a line 114.5 feet north of and parallel to West 52nd Street; South Mulligan Avenue; West 52nd Street; and the alley next west of South Mulligan Avenue.

*BY ALDERMAN SCHULTER* (47th Ward):

To classify as a B4-2 Restricted Service District instead of a C2-2 General Commercial District the area shown on Map No. 9-I bounded by:

West Irving Park Road; North Western Avenue; West Grace Street; and the alley next west of and parallel to North Western Avenue.

### 3. CLAIMS.

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#### *Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented one hundred twenty-five 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)	155 Harbor Drive Condominium Association; The 400 Condominium Association;
<i>T. EVANS</i> (4th Ward)	Barclay Condominium; Drexel Square Condominium; Harper Square Housing Corp.; 1219 -- 1220 Condominium Association (2);
<i>BLOOM</i> (5th Ward)	Cornell Court, Incorporated; Lake Terrace Condominium Association; South Shore Club Condominium Association;
<i>DIXON</i> (8th Ward)	London Towne Houses Cooperative, Incorporated; Ms. Angela C. Skinner; The 8200 -- 8206 South Jeffery Condo Association;

Alderman	Claimant
<i>STREETER</i> (17th Ward)	Lafayette Plaza Housing Cooperative;
<i>SHEAHAN</i> (19th Ward)	Academy Townhomes Association;
<i>J. EVANS</i> (21st Ward)	Ashland Tower Condominium Association;
<i>KRYSTYNIAK</i> (23rd Ward)	H. Bjorklund; Ms. Connie Bulat; 6650 West 64th Place Corp.; 6718 West 64th Place Corporation;
<i>SOLIZ</i> (25th Ward)	Mr. Serafin Guerrero; Mr. Francisco Portales; Mr. and Mrs. Benjamin Ramos;
<i>MELL</i> (33rd Ward)	Mr. James McCallan;
<i>AUSTIN</i> (34th Ward)	Racine Courts Cooperative;
<i>KOTLARZ</i> (35th Ward)	Mr. Paul Donahue; Roydon Manor Condominium (2);
<i>BANKS</i> (36th Ward)	Addison Point Condominium Association; Mr. John Duda; Nottingham Manor Condo Association; Palmer Courts Association;

## Alderman

## Claimant

*CULLERTON* (38th Ward)

Addison Manor Condominium;

The Washington House Condominium  
Association;3821 North Narragansett Condominium  
Association;*O'CONNOR* (40th Ward)

Foster Condominium Association;

*NATARUS* (42nd Ward)Carl Sandburg Village Condominium  
Association (2);Delaware Place Condominium  
Association;Lake Point Tower Condominium  
Association;

Lake Shore Land Association;

Marina Towers Condominium  
Association;The Plaza on DeWitt Condominium  
Association (2);

Thirty East Elm Condominium (2);

40 -- 50 Schiller;

73 East Elm Condominium Association;

161 Chicago Avenue East Condominium  
Association;201 East Chestnut Condominium  
Association;220 East Walton Condominium  
Association;



Alderman

Claimant

227 -- 237 East Delaware Place  
Corporation;

230 East Delaware Place Condominium  
Association;

1010 Lake Shore Association;

1212 Lake Shore Drive Condominium;

1255 North State Parkway  
Condominium Association;

*EISENDRATH* (43rd Ward)

Astor-Banks Condominium  
Association;

Astor Villa Condominium Association;

Lincoln Park Tower Condominium  
Association;

Park Astor Condominium Association;

515 Wrightwood Condominium  
Association;

1430 Lake Shore Drive Building  
Corporation;

1530 North State Parkway Building  
Corporation;

1801 North Orleans Condo Association;

2130 Lincoln Park West Condominium  
Association;

2500 Lakeview Association;

2650 Lakeview Association;

2800 Lake Shore Drive Condominium  
Association;

## Alderman

## Claimant

*HANSEN* (44th Ward)

Barry Avenue Townhouses;  
Belmont Condominium Association;  
Commonwealth Plaza Condominium  
Association;  
Eddystone Condominium Association;  
Mr. Leon Engel;  
Sheridan Briar South Condominium  
Association;  
The Wellington Condominium  
Association;  
433 West Wellington Avenue  
Condominium Association;  
560 Roscoe Condominium Association;  
607 West Buckingham Condo  
Association;  
833 -- 835 Buckingham Condominium  
Association, Incorporated;  
2970 Lake Shore Drive Condominium  
Association;  
3180 Condominium Association;  
3300 Lake Shore Drive Condominium  
Association;  
3314 Condominium Association;

*LEVAR* (45th Ward)

Board of Managers of Sans Souci  
Condominium;  
Mrs. Louis J. Brugger;  
Ms. Dorothy Doktor;

Alderman

Claimant

Ms. Ruth Barbara Dombrowski;

Keystone Manor Condominium  
Association;  
Rosedale Condominium Association;

Mr. Robert Skowronski;

Winder Lane Condo Association (2);

Windsor House Condominium  
Association;4105 -- 4113 West Cullom Condo  
Association;4247 -- 4249 North Keystone  
Condominium, Incorporated;4248 North Keystone Condominium,  
Association;4850 -- 4852/54 North Linder Avenue  
Building;*SHILLER* (46th Ward)

3600 Condominium Association;

3900 Lake Shore Drive Condominium  
Association;*M. SMITH* (48th Ward)

Oxford Glen Condominium Association;

912 -- 914 Margate Terrace Condo  
Association (2);5100 North Sheridan Road  
Condominium Association;*ORR* (49th Ward)

Chaseland Condominium Association;

Columbian Homeowners Association;

Alderman

Claimant

Damen Park Condo Corp.;

Farwell Courts Condominium;

Lunt Avenue Condominium & Health  
Club;Ridge Estates Condominium  
Association;*STONE* (50th Ward)

Mr. Khadjah Abdul-Aleem;

Ms. Charmie L. Ball;

Mr. Michael M. and Mandro Bauerle;

Chesterfield on Touhy Condominium  
Association;Granville Courts Condominium  
Association;Ivy Courte Condominium  
Association;Granville Gardens Condominium  
Association;

Mrs. Azad A. Mazboodi;

North Damen Square Condominium  
Association;Norwood Court Condominium  
Association;

Park Castle Condominium Association;

Park Gables Apartment Homes,  
Incorporated;

Alderman

Claimant

Ms. Sandra K. Parks;

Mr. Bob Rabichow;

Rosemont Apartments Condominium  
Association;

Ms. Sylvia Tantillo;

Winston Towers 4 Association;

Winston Towers 5 Association.

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**4. UNCLASSIFIED MATTERS.**

*(Arranged In Order According To Ward Numbers)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN ROTI (1st Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF  
PUBLIC ALLEY IN BLOCK BOUNDED BY WEST HARRISON  
STREET, WEST POLK STREET, SOUTH ASHLAND  
AVENUE AND SOUTH LAFLIN STREET.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the remaining south 100 feet of the north-south 16-foot public

alley in the block bounded by West Harrison Street, West Polk Street, South Ashland Avenue and South Laflin Street for Saint Basil Greek Orthodox Church (No. 17-1-89-1353); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Roti moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

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*Referred*-- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, fifteen 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:

American National Bank, under Trust Number 30503 -- to construct, install and maintain a grease separator under a portion of the public way adjacent to 180 North LaSalle Street;

Busch's Jewelry Company -- to maintain and use a vaulted area under the public way adjacent to 214 South State Street;

Chicago Board of Trade -- to construct, install and maintain four ornamental street light poles on the public way adjacent to 141 West Jackson Boulevard;

David Berg & Company -- to maintain and use a concrete and steel-covered pedestrian bridge or passageway over and across a portion of South Water Market, between West 14th Place and West 15th Street;

Ferris Wheel Restaurant -- to maintain and use a vaulted area under the public way adjacent to 120 South State Street;

John D. and Catherine T. MacArthur Foundation -- to maintain and use vaulted areas and a light pole adjacent to 140 South Dearborn Street;

LaSalle National Bank, under Trust Number 2514 -- to maintain and use a vaulted area under the public way adjacent to 214 -- 216 South Wabash Avenue;

Lurie Company -- to maintain and use a time and temperature indicator above the public way attached to the building at 221 North LaSalle Street;

Meyer Asset Management, Incorporated -- to maintain and use vaulted areas under the public way adjacent to 203 North Wabash Avenue;

Meyer Asset Management, Incorporated -- to occupy a portion of the public way to house eight planter boxes adjacent to 203 North Wabash Avenue;

Mr. John Mischitz and Mr. Herbert Harding -- to construct, maintain and use vaulted sidewalk space adjacent to 650 South Clark Street;

Murdoch, Coll & Lillibridge, Incorporated -- to maintain and use vaulted areas under the public way adjacent to 343 South Dearborn Street;

The Standard Club -- to maintain and use vaulted areas under the public way adjacent to 320 South Plymouth Court;

VSG, Incorporated -- to maintain and use vaulted areas under the public way adjacent to 220 South State Street;

33 West Jackson Boulevard -- to maintain and use vaulted areas under the public way adjacent to 33 West Jackson Boulevard.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED  
GRANT OF PRIVILEGE TO USHA D. PATEL, DOING  
BUSINESS AS SWAMI LIMITED.

Also, a proposed ordinance to amend an ordinance, passed October 25, 1989, which authorized a grant of privilege to Usha D. Patel, doing business as Swami Limited, by increasing the compensation for the grant of privilege from Eight Hundred Seventy-one and no/100 Dollars (\$871.00) to Five Thousand Seven Hundred Thirty-three and 75/100 Dollars (\$5,733.75), which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- APPROVAL OF PLAT OF MCL DEARBORN MIDRISE  
RESUBDIVISION ON PORTION OF WEST  
ROOSEVELT ROAD.

Also, a proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of MCL Dearborn Midrise Resubdivision located on the south

side of West Roosevelt Road, between South Clark Street and South Federal Street, which was *Referred to the Committee on Streets and Alleys.*

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*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, nine proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

American Bar Association/Meetings and Travel Department, c/o Ms. Tara S. LoBue -- to close to traffic that part of East Benton Place, between North State Street and North Wabash Avenue, for the period extending August 5 through August 6, 1990, to load and unload equipment and buses in conjunction with the American Bar Association's 1990 Annual Meeting;

Greek Orthodox Diocese of Chicago -- to close to traffic that part of East Jackson Boulevard, between South Michigan Avenue and South Lake Shore Drive, on Sunday, July 22, 1990, to accommodate buses transporting participants to the Greek Orthodox Liturgical Services held in Grant Park;

Illinois Center Plaza Venture, c/o Ms. Grace Moore -- to close to traffic the west curb lane on North Stetson Avenue, from 300 to 330, on July 31 and August 31, 1990; and the north curb lane on East Lake Street, from 100 to 200, on August 7, 9, 14, 16, 21, 23, 28 and 30, 1990, in conjunction with summer events;

Mr. L. Karl Johnson, General Manager, Alcock's "We Rock" -- to close to traffic that part of South Financial Place, between West Van Buren Street and the back door of 411 South Wells Street, on Friday, September 7, 1990, for the conduct of the 4th Annual Bear and Bull Bust fundraiser;

Manufacturers Hanover Corporate Challenge, c/o Ms. Madeline Baker/The Boat Club -- to close to traffic that part of South Columbus Drive, between East Congress Drive and East Balbo Drive, on Thursday, August 2, 1990, for a post race event;

Marketing and Promotion Group/Event Marketing Agency -- to close to traffic that part of West Adams Street, between South Dearborn Street and South State Street, on Sunday, September 9, 1990, for the pre-drilling of holes for the erection of tents to be used for the Berghoff Oktoberfest during the period of September 12 through September 15, 1990;



Mayor's Office of Special Events -- to close to traffic that part of East 12th Street, between South Lake Shore Drive and South Columbus Drive, for the conduct of the Irish Festival, during the period of July 20 through July 22, 1990;

Mayor's Office of Special Events, c/o Mr. James Sheahan -- to close to traffic that part of East 12th Street, between South Lake Shore Drive and South Columbus Drive, and that part of South Columbus Drive, between East Balbo Drive and East 12th Street, during the weekends of August 3 through 5, 17 through 19, and 24 through 26, for the conduct of various ethnic festivals; and

Production Contractors, Incorporated/Excitement Group Chicago -- to close to traffic that part of Upper Wacker Drive, between North Michigan Avenue and Upper Columbus Drive, on Sunday, August 19, 1990, for the conduct of the Chicago Sun-Times Triathlon.

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*Referred* -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND  
ON SOUTHEAST CORNER OF EAST 22ND STREET AND  
SOUTH STATE STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Syris Funchess for the operation of a newsstand on the southeast corner of East 22nd Street and South State Street, on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 636 SOUTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to The Blackstone Hotel, Limited, to maintain and use a canopy attached to the building or structure at 636 South Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- PERMISSION TO PARK TRUCKS IN FRONT OF  
WEST TOWER OF HYATT REGENCY CHICAGO HOTEL  
IN CONJUNCTION WITH NATIONAL ELECTRIC  
SIGN ASSOCIATION CONVENTION.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Hyatt Regency Chicago Hotel to allow for the parking of six trucks in front of the West Tower, at all hours, for the period extending August 14 through August 20, 1990, in conjunction with the National Electric Sign Association Convention, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 418 NORTH HALSTED STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Classic Media, Incorporated, for the erection of a sign/signboard at 418 North Halsted Street for Chicago & Northwestern Railroad Property, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN TILLMAN (3rd Ward):**

*Referred* -- PERMISSION TO HOLD VACATION BIBLE SCHOOL  
ON PORTION OF EAST 58TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Henderson Sanders for the conduct of a vacation bible school on that portion of East 58th Street, from South State Street to South Wabash Avenue, for the period extending July 23 through July 27, 1990, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

**ALDERMAN T. EVANS (4th Ward):**

*Referred*-- PERMISSION TO HOLD UNITED BUSINESS ASSOCIATION  
MERCHANTS ANNUAL STREET/SIDEWALK SALE ON PORTION  
OF EAST 53RD STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. George Kyros to hold the United Business Association Merchants Annual Street/Sidewalk Sale on both sides of East 53rd Street, between South Cottage Grove Avenue and South University Avenue, for the periods extending July 26 through July 31 and August 1 through August 4, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred*-- GRANTS OF PRIVILEGE TO UNIVERSITY OF  
CHICAGO FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the University of Chicago, under specified file numbers, for various purposes, which were *Referred to the Committee on Streets and Alleys*, as follows:

File 7 -- to maintain and use steam service piping under portions of East 58th Street and South Drexel Avenue;

File 45 -- to maintain and use a concrete duct to house telephone cables under a portion of South University Avenue, adjacent to 5801 South Ellis Avenue; and

File 46 -- to maintain and use chilled waterpipes under and across a portion of East 56th Street, adjacent to 5801 South Ellis Avenue.

Presented For

**ALDERMAN STEELE (6th Ward):**

*Referred*-- PERMISSION TO HOLD SIDEWALK SALE IN  
FRONT OF 724 EAST 87TH STREET.

A proposed order, presented by Alderman Beavers, directing the Commissioner of Public Works to grant permission to Ms. Rebecca Brooks to hold a sidewalk sale in front of 724 East 87th Street, for the period extending July 23 through July 29, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN BEAVERS (7th Ward):**

*Referred*-- GRANT OF PRIVILEGE TO SOUTH CHICAGO COMMUNITY  
HOSPITAL TO MAINTAIN ELECTRICAL CONDUITS UNDER  
PORTIONS OF PUBLIC WAYS NEAR EAST 92ND  
PLACE AND SOUTH CRANDON AVENUE.

A proposed ordinance to grant permission and authority to South Chicago Community Hospital to maintain and use electrical conduits contained in a concrete envelope under and across portions of the public way near East 92nd Street and South Crandon Avenue, for the transportation of electrical service to a transformer under the north side of East 92nd Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN BEAVERS (7th Ward) And  
ALDERMAN VRDOLYAK (10th Ward):**

*Referred*-- WAIVER OF VENDOR FEES FOR SOUTH CHICAGO  
CHAMBER OF COMMERCE ANNUAL SUMMER FEST.

A proposed order directing the City Comptroller to waive the vendor fees for the South Chicago Chamber of Commerce Annual Summer Fest to be held during the period of September 14 through September 16, 1990, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN SHAW (9th Ward):**

*Referred*-- JOINT COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS/HUMAN RIGHTS AND  
CONSUMER PROTECTION REQUESTED TO  
CONDUCT FEASIBILITY STUDY ON  
BANNING SALE OR OWNERSHIP  
OF AMERICAN PIT  
BULL TERRIERS.

A proposed resolution urging a Joint Committee, comprised of the members of the Committee on Police, Fire and Municipal Institutions and the members of the Committee on Human Rights and Consumer Protection, to conduct a feasibility study to examine the possibility of banning the sale or ownership of American Pit Bull Terriers within the city limits, which was *Referred to the Committee on Municipal Code Revision*.

Presented By

**ALDERMAN SHAW (9th Ward) And  
ALDERMAN HENRY (24th Ward):**

*Referred*-- COMMITTEE ON HUMAN RIGHTS AND CONSUMER  
PROTECTION REQUESTED TO CONDUCT STUDY TO  
DETERMINE VALIDITY OF RAISING  
FEES FOR WATER SERVICE TO  
VILLAGE OF OAK LAWN.

A proposed resolution requesting the Committee on Human Rights and Consumer Protection to conduct a study to determine the validity of raising fees for water service provided to the Village of Oak Lawn and to request an apology from Village of Oak Lawn Trustee Joseph Vogrich in light of his recent racist and derogatory comments about African-Americans. Two committees having been called, the Committee on Finance and the Committee on Intergovernmental Relations, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics*.

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Presented By

**ALDERMAN SHAW (9th Ward ) And  
ALDERMAN SOLIZ (25th Ward):**

*Referred*-- JOINT COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION  
AND PUBLIC UTILITIES/HUMAN RIGHTS AND CONSUMER  
PROTECTION REQUESTED TO INVESTIGATE AND HOLD  
PUBLIC HEARINGS ON RECENT COMMONWEALTH  
EDISON COMPANY POWER  
FAILURE ON CITY'S  
WEST SIDE.

A proposed resolution urging a Joint Committee, comprised of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Human Rights and Consumer Protection, to investigate and hold public hearings on the recent power failure on the City's west side in an effort to prevent any such future occurrences, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

**ALDERMAN SHAW (9th Ward) And OTHERS:**

*Referred--* ALL CHICAGO CITIZENS URGED TO BOYCOTT  
BUSINESSES OPERATING WITHIN VILLAGE  
OF OAK LAWN.

A proposed resolution, presented by Aldermen Shaw, Garcia, Henry and Figueroa, urging all Chicagoans to boycott businesses operating within the Village of Oak Lawn in response to the Village of Oak Lawn Board of Trustee's failure to censure Trustee Joseph Vogrich for his recent racist and derogatory remarks. Two committees having been called, the Committee on Finance and the Committee on Intergovernmental Relations, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics.*

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Presented For

**ALDERMAN VRDOLYAK (10th Ward):**

*Referred--* GRANT OF PRIVILEGE TO REPUBLIC ENGINEERED  
STEELS, INCORPORATED TO MAINTAIN AND USE  
RAILROAD SWITCH TRACK ALONG PORTION  
OF EAST 122ND STREET.

A proposed ordinance, presented by Alderman Huels, to grant permission and authority to Republic Engineered Steels, Incorporated to maintain and use a railroad switch track along and across a portion of East 122nd Street, near South Carondolet Avenue, which was *Referred to the Committee on Streets and Alleys.*

---

*Referred --* ISSUANCE OF PERMITS TO HOLD CARNIVALS  
AT SPECIFIED LOCATIONS.

Also, two proposed orders, presented by Alderman Huels, directing the Commissioner of Public Works to issue permits to the applicants listed for the conduct of carnivals at the locations specified, which were *Referred to the Committee on Beautification and Recreation,* as follows:

East Side Labor Day Committee -- for the conduct of a carnival and/or street fair on that part of East 98th Street, between South Avenue G and South Crilly Drive; South Avenue G at South Crilly Drive; and South Crilly Drive, between South Avenue G and South Walton Drive, for the period of August 31 through September 3, 1990; and

South Chicago Chamber of Commerce -- for the conduct of a carnival on that part of East 91st Street, between South Commercial Avenue and South Exchange Avenue, for the period of September 13 through September 16, 1990.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
EAST 91ST STREET FOR "SAY NO TO DRUGS"  
CHURCH RALLY.

Also, a proposed order, presented by Alderman Huels, directing the Commissioner of Public Works to grant permission to Mr. Christopher Vasquez to close to traffic that part of East 91st Street, between South Exchange Avenue and South Escanaba Avenue to hold a "Say No To Drugs" church rally for the period extending August 1 through August 4 1990, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN HUELS (11th Ward)**

*Referred* -- GRANT OF PRIVILEGE TO LA SALLE NATIONAL BANK TO  
CONSTRUCT AND INSTALL INTERCEPTOR MANHOLES  
ADJACENT TO 945 WEST 38TH STREET.

A proposed ordinance to grant permission and authority to LaSalle National Bank, as Trustee, under Trust Number 43094, to construct, install and maintain two interceptor manholes in the public way adjacent to 945 West 38th Street, which was *Referred to the Committee on Streets and Alleys.*



*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
SOUTH HERMITAGE AVENUE FOR STREET CARNIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Our Lady of Good Counsel Church to close to traffic that part of South Hermitage Avenue, between 3500 and 3600, in conjunction with a street carnival for the period extending September 4 through September 9, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN FARY (12th Ward):**

*Referred*-- GRANT OF PRIVILEGE TO ROADWAY EXPRESS,  
INCORPORATED TO MAINTAIN AND USE PORTION  
OF SOUTH ST. LOUIS AVENUE FOR  
PARKING PURPOSES.

A proposed ordinance to grant permission and authority to Roadway Express, Incorporated, to maintain and use that part of unimproved and unused "dead end" South St. Louis Avenue, south of the Grand Truck Western Railroad tracks and north of West 51st Street, adjacent to 3434 West 51st Street, for parking purposes, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
SOUTH WESTERN BOULEVARD FOR 1990 FALL  
HARVEST CARNIVAL AND FAIR.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Brighton Park-McKinley Park Youth Foundation to close to traffic that part of South Western Boulevard, between South Archer Avenue and West Pershing Road, to hold the 1990 Fall Harvest Fest Carnival and Fair for the period extending August 20 through August 27, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 53RD STREET FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Ellen Reitor to close to traffic that part of West 53rd Street, from South Sawyer Avenue to South Spaulding Avenue on all school days during the 1990 -- 1991 school year, for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN MADRZYK (13th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 29.1 BY  
ADDING NEW SECTIONS 29.1-9 THROUGH 29.1-17 ENTITLED  
"BICYCLES USED FOR COMMERCIAL PURPOSES".

A proposed ordinance to amend Municipal Code Chapter 29.1 by adding thereto new sections, to be known as Sections 29.1-9 through 29.1-17, entitled "Bicycles Used For Commercial Purposes", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- COMMISSIONER OF PUBLIC WORKS DIRECTED TO  
CONSIDER INSTALLATION OF AUTOMATIC OVERHEAD  
TRAFFIC LIGHTS AT INTERSECTION OF  
WEST 67TH STREET AND SOUTH  
LAWNDALE AVENUE.

Also, a proposed order authorizing and directing the Commissioner of Public Works to consider the installation of automatic overhead traffic lights at the intersection of West 67th Street and South Lawndale Avenue, which was *Referred to the Committee on Finance*.

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
WEST 56TH PLACE AND WEST 57TH STREET  
FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Leona Namjestnick to close to traffic those portions of West 56th Place and West 57th Street, between South Karlov Avenue and South Keeler Avenue on regular schools days, for the period extending August 27, 1990 through June 7, 1991, for school purposes, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN MADRZYK (13th Ward) And  
ALDERMAN LEVAR (45th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 147  
AND 194A (CHICAGO ZONING ORDINANCE) BY FURTHER  
REGULATING CERTAIN LICENSE REQUIREMENTS  
AND FEE STRUCTURES FOR BEER GARDENS.

A proposed ordinance to amend Municipal Code Chapters 147 and 194A (Chicago Zoning Ordinance) by adding thereto new Sections 147-6.1 and Article 8.3.-4(7), respectively, which would add provisions to regulate the licensing of beer gardens within B4-1 through B4-5 Restricted Service Districts and establish license fees based on service accomodations, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN BURKE (14th Ward):**

*Referred* -- PERMISSION TO HOLD BACK OF THE YARDS  
BUSINESSMEN'S ASSOCIATION SIDEWALK SALE  
ON PORTIONS OF SOUTH ASHLAND AVENUE  
AND WEST 47TH STREET.

A proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Businessmen's Association to hold a sidewalk sale on both sides of South

Ashland Avenue, between West 41st Street and West 49th Street; and on both sides of West 47th Street, from 1400 to 2000, for the period extending August 9 through August 12, 1990, which was *Referred to the Committee on Beautification and Recreation*.

---

*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SOUTH MC DOWELL AVENUE AND WEST 48TH STREET  
IN CONJUNCTION WITH BACK OF THE YARDS  
BUSINESSMEN'S ASSOCIATION SIDEWALK  
SALE AND FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Back of the Yards Businessmen's Association to close to traffic portions of South McDowell Avenue, from 4630 -- 4700; and West 48th Street, from 1545 -- 1558, in conjunction with the Back of the Yards Businessmen's Association Sidewalk Sale and Festival, for the period extending August 9 through August 12, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred --* CHICAGO POLICE DEPARTMENT URGED TO EXPAND  
VEHICLE INSPECTION AT SOBRIETY CHECKPOINTS TO  
INCLUDE CONFISCATION OF ILLEGAL WEAPONS  
AND CONTRABAND.

Also, a proposed resolution urging the Chicago Police Department to expand their roadside sobriety testing program to include the inspection of vehicles for illegal weapons and/or contraband, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented By

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN NATARUS (42nd Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 17-4  
BY ADDING DEFINITIONS AND STANDARDS FOR  
ABATEMENT OF NOISE DISTURBANCES.

A proposed ordinance to amend Municipal Code Chapter 17-4, Sections 17-4.1 through 17-4.3, 17-4.10 and 17-4.31, by adding thereto certain definitions, standards, measurements and enforcement provisions pertaining to noise disturbances and the abatement thereof, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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Presented By

**ALDERMAN BURKE (14th Ward),  
ALDERMAN MADRZYK (13th Ward),  
ALDERMAN LEVAR (45th Ward)  
And OTHERS:**

CONGRATULATIONS AND BEST WISHES EXTENDED TO  
ALDERMAN ANTHONY C. LAURINO AND  
ALDERMAN ROBERT SHAW ON  
OCCASION OF THEIR  
BIRTHDAYS.

A proposed resolution, presented by Aldermen Burke, Madrzyk, Levar, Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Shiller, Schulter, M. Smith, Orr and Stone, reading as follows:

WHEREAS, When Anthony C. Laurino celebrates a birthday, the grateful City of Chicago celebrates also, and Alderman Laurino's birthday falls on this 27th day of July; and

WHEREAS, Alderman Anthony C. Laurino, Dean of the City Council, has served the Chicago community in several capacities under nine mayors; Bill Thompson, Anton Cermak, Edward J. Kelley, Richard J. Daley, Michael A. Bilandic, Jane M. Byrne, Harold Washington, Eugene Sawyer, and Richard M. Daley; and

WHEREAS, Anthony C. Laurino's continuous record of dedicated service with the City began July 13, 1931, when he was employed as a clerk in the Water Department. In 1948 he transferred to the City Collector's Office as a license investigator, and in 1959 he became secretary to then Alderman Philip Shapiro. In 1964, he was nominated Democratic Committeeman of the 39th Ward, and the next year he was elected Alderman of the ward. He has been re-elected to both posts at all subsequent elections, with a larger plurality each election; and

WHEREAS, Alderman Anthony C. Laurino has proven himself term after term a concerned and diligent leader, a man who quietly and firmly serves not only his immediate constituents but citizens throughout this great City as well, a "Gentle Giant" who gets the job done with dispatch, and a dependable, caring friend to all of us privileged enough to know him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby offer our congratulations and best wishes to our grand colleague and friend, Anthony C. Laurino, Alderman and Committeeman of the 39th Ward, Dean of our City Council, and outstanding citizen and leader, on the occasion of his birthday. We declare this day as "Anthony C. Laurino Day In Chicago"; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Alderman Anthony C. Laurino.

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

Alderman Beavers then moved to *Amend* the foregoing proposed resolution by adding thereto the congratulations and best wishes of the Mayor and Council members to Alderman Robert Shaw, who was also celebrating his birthday on July 31. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the foregoing proposed resolution, as amended, was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47

*Nays -- None.*

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, When Anthony C. Laurino celebrates a birthday, the grateful City of Chicago celebrates also, and Alderman Laurino's birthday falls on this 27th day of July; and

WHEREAS, Alderman Anthony C. Laurino, Dean of the City Council, has served the Chicago community in several capacities under nine mayors; Bill Thompson, Anton Cermak, Edward J. Kelley, Richard J. Daley, Michael A. Bilandic, Jane M. Byrne, Harold Washington, Eugene Sawyer, and Richard M. Daley; and

WHEREAS, Anthony C. Laurino's continuous record of dedicated service with the City began July 13, 1931, when he was employed as a clerk in the Water Department. In 1948 he transferred to the City Collector's Office as a license investigator, and in 1959 he became secretary to then Alderman Philip Shapiro. In 1964, he was nominated Democratic Committeeman of the 39th Ward, and the next year he was elected Alderman of the ward. He has been re-elected to both posts at all subsequent elections, with a larger plurality each election; and

WHEREAS, Alderman Anthony C. Laurino has proven himself term after term a concerned and diligent leader, a man who quietly and firmly serves not only his immediate constituents but citizens throughout this great City as well, a "Gentle Giant" who gets the job done with dispatch, and a dependable, caring friend to all of us privileged enough to know him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 31st day of July, 1990, A.D., do hereby offer our congratulations and best wishes to our grand colleague and friend, Anthony C. Laurino, Alderman and Committeeman of the 39th Ward, Dean of our City Council, and outstanding citizen and leader, on the occasion of his birthday. We declare this day as "Anthony C. Laurino Day In Chicago"; and

*Be It Further Resolved*, That we, the Mayor and members of the City Council do hereby offer our congratulations and best wishes to our friend and colleague Alderman Robert Shaw, who is also celebrating his birthday on this 31st day of July, 1990; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Aldermen Anthony C. Laurino and Robert Shaw.

Presented By

**ALDERMAN CARTER (15th Ward):**

*Referred*-- GRANT OF PRIVILEGE TO HOLY CROSS HOSPITAL  
TO MAINTAIN AND USE COMMUNICATION LINE UNDER  
AND ACROSS PORTION OF WEST 69TH STREET.

A proposed ordinance to grant permission and authority to Holy Cross Hospital to maintain and use a communication line cable under and across a portion of West 69th Street, from 2700 to 2741, to extend the hospital's present internal communication system, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN CARTER (15th Ward) And OTHERS:**

*Referred*-- INVESTIGATION OF ALLEGATIONS OF ACTS OF  
TORTURE ALLEGEDLY COMMITTED BY CHICAGO  
POLICE AREA 2 DETECTIVES AGAINST  
NON-WHITE CITIZENS OF  
CITY OF CHICAGO.

A proposed resolution, presented by Aldermen Carter, Rush, Tillman, T. Evans, Dixon, Shaw, Langford, Streeter, Troutman, J. Evans, Henry, Davis, Figueroa and Shiller, calling for an investigation into allegations made against Chicago Area 2 Detectives and current Area 3 Commander Jon Borge for alleged acts of torture against non-white citizens of the City of Chicago during the period of 1972 through 1982. Two committees having been called, a Joint Committee comprised of the members of the Committee on Police, Fire and Municipal Institutions and the members of the Committee on Human Rights and Consumer Protection, and the Committee on Finance, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics*.



Presented By

**ALDERMAN LANGFORD (16th Ward):**

CONGRATULATIONS EXTENDED TO MS. CHARLOTTE JUNIUS ON  
HER ONE HUNDREDTH BIRTHDAY.

A proposed resolution reading as follows:

WHEREAS, Ms. Charlotte Junius was born on July 15, 1890, in Vicksburg, Mississippi;  
and

WHEREAS, Ms. Junius decided to move to Chicago, Illinois in 1954; and

WHEREAS, Ms. Junius is the proud mother of one son and two daughters; and

WHEREAS, Ms. Junius is a faithful member of the Zion Temple Missionary Baptist Church located at 7010 South Union Avenue. On Sunday, July 15, 1990, she was honored in song and praise by her church for her 100th year birthday; now, therefore,

*Be It Resolved*, That the Mayor, the City of Chicago, and especially the entire community of Englewood, extend warmest congratulations to Ms. Charlotte Junius on her 100th birthday and extend our wishes that she may enjoy good health and the blessings of God and family for many years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ms. Charlotte Junius.

Alderman Langford 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 Langford, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SOUTH HALSTED STREET AND  
WEST 63RD STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Audry Drew/Englewood Business Association to hold a sidewalk sale on portions of South Halsted Street, from 6200 to 6400, and on West 63rd Street, from 700 to 800, for the period extending August 2 through August 4, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN STREETER (17th Ward):**

PROHIBITION OF PARKING AT ALL TIMES ON SPECIFIED  
PUBLIC WAYS.

Two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

*7917 South Green Street.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time at 7917 South Green Street, except for Handicapped Permit P289894.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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*7340 South Morgan Street.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time at 7340 South Morgan Street, except for Handicapped Permit P340736.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Alderman Streeter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

On motion of Alderman Streeter, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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Presented By

**ALDERMAN STREETER (17th Ward) And OTHERS:**

*Referred* -- PORTION OF EAST 71ST STREET TO RECEIVE HONORARY DESIGNATION OF "EMMETT TILL ROAD".

A proposed ordinance presented by Aldermen Streeter, Steele, Carter, Langford and Troutman, directing the Commissioner of Streets and Sanitation to designate that part of East 71st Street, from South Stony Island Avenue to South Kedzie Avenue, as "Emmett Till Road", which was *Referred to the Committee on Streets and Alleys*.

Presented By

**ALDERMAN SHEAHAN (19th Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 15 BY  
ADDING DIRECTIVES FOR INSTALLATION OF CITY  
CAPITAL DEVELOPMENT PLAN.

A proposed ordinance to amend Municipal Code Chapter 15 by adding thereto a new section, to be known as Section 15.3-1, which would delineate the installation of a Capital Development Plan to record each capital improvement project in the City of Chicago and the progress thereof, which was *Referred to the Committee on Capital Development*.

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*Referred*-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 3402 WEST 111TH STREET.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mount Greenwood Hair Design to maintain and use one canopy attached to the building or structure at 3402 West 111th Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN J. EVANS (21st Ward):**

AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-2,  
BY DISALLOWING ISSUANCE OF NEW PACKAGED GOODS  
LICENSES WITHIN SPECIFIED AREA OF  
TWENTY-FIRST WARD.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 147 of the Municipal Code of Chicago is hereby amended in Section 147-2(e) by adding the language in italics and deleting the language in brackets as follows:

147-2. \* \* \* \* \*

(e) No package goods license shall be issued for any premises located within the following areas:

\* \* \* \* \*

*4. In the area bounded by the north side of West 87th Street from South Lafayette Avenue to South Aberdeen Street and the south side of West 87th Street, from South Aberdeen Street to South Beverly Avenue (P.C.C. & St. Louis Railroad); the east side of South Beverly Avenue from West 87th Street to West 95th Street, the south side of West 95th Street from South Beverly Avenue to South Lafayette Avenue and the east side of South Lafayette Avenue from West 95th Street to West 87th Street. Also, the north side of 103rd Street between South Dr. Martin Luther King, Jr. Drive and South Beverly Avenue;*

provided however, that this prohibition shall not apply to the renewal of a package goods license for a premises located in such area if such place of business was established and licensed to sell package goods prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection.

For the purpose of this subsection, whenever the package goods license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a package goods licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a package goods licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the package goods licensee in any twelve month period.

SECTION 2. This ordinance shall take effect upon its passage and publication, provided, however, that the prohibition on the issuance of a package goods liquor license within a designated area shall not apply to a person who has submitted a completed application for such license and paid the applicable license fee to the Department of Revenue prior to the effective date of this ordinance.

Alderman J. Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman J. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- GRANT OF PRIVILEGE TO BEVERLY BANK TO  
MAINTAIN AND USE COVERED PEDESTRIAN BRIDGE  
OVER PORTION OF WEST 103RD PLACE.

Also, a proposed ordinance to grant permission and authority to Beverly Bank to maintain and use a one-story concrete covered pedestrian bridge over that part of West 103rd Place, between South Charles Street and South Loomis Street, connecting the premises at 1357 West 103rd Street with the premises at 10330 South Loomis Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- CITY COUNCIL URGED TO CONDUCT HEARING TO  
DETERMINE ACCOUNTABILITY FOR PROPERTY DAMAGE  
DUE TO STORM ON JULY 19, 1990.

Also, a proposed resolution urging the Chicago City Council to conduct a hearing to determine accountability for damage to private property caused by the thunderstorm on July 19, 1990, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

**ALDERMAN KRISTYNIK (23rd Ward):**

AMENDMENT OF MUNICIPAL CODE BY ADDING NEW SECTION  
8-4-52 ESTABLISHING ANTI-LOITERING AND/OR  
TRESPASSING PROGRAM IN SPECIFIED  
AREA OF TWENTY-THIRD WARD.

A proposed ordinance reading as follows:

WHEREAS, The City Council passed an ordinance on November 29, 1989 (Council Journal of Proceedings pages 8291 -- 8293) adding a new Section 193- 34.1 to the Municipal Code of Chicago to prohibit unauthorized parking of vehicles on portions of South and West Archer Avenue; and

WHEREAS, Section 193-34.1 of the Municipal Code was redesignated as Section 9-56-070 as a result of the republication of the Municipal Code of the City of Chicago; and

WHEREAS, The ordinance amending and revising the Traffic Code of the City of Chicago passed by the City Council on July 12, 1990, inadvertently repealed Section 9-56-070; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Section 8-4-52 to read as follows:

*8-4-52. (a) The department of police shall implement and enforce a program designed to maintain peace and discourage trespassing and other illegal activity within the program area.*

*(b) The program area shall include only property adjacent to South and West Archer Avenue between West 47th Street and South Harlem Avenue within the 23rd Ward of the City of Chicago.*

*(c) Any person owning or controlling property in the program area on which there is situated a parking lot or open space upon which vehicles may be parked shall erect and maintain signs stating "No Loitering" and "No Trespassing". The signs shall be displayed in a manner that makes them clearly visible from the sidewalk or street. The department of police shall enforce such signs at all times.*

*(d) No person may park a motor vehicle on any private property within the program area, including any parking lot of a business establishment, without the express or implied consent of the person who owns or controls the property. The department of police shall*

*maintain separate computer records of information concerning persons suspected of violating this subsection.*

*(e) Any person who violates this section shall be subject to a fine of not less than \$100.00 and not more than \$200.00 for a first offense, and not less than \$100.00 and not more than \$300.00 for each subsequent offense.*

*(f) This section is repealed January 1, 1993.*

SECTION 2. This ordinance shall take effect upon passage and publication.

Alderman Krystyniak 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 Krystyniak, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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EXEMPTION OF BANK OF CHICAGO-GARFIELD RIDGE FROM  
PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, two proposed ordinances reading as follows (the italic heading in each case not being a part of the ordinance):

*5300 -- 5310 South Keating Avenue.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Bank of Chicago-Garfield Ridge, 5300 -- 5310 South Keating Avenue, from the provisions requiring



barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at the above location.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*5320 South Keating Avenue.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Bank of Chicago-Garfield Ridge, 5320 South Keating Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at the above location.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Alderman Krystyniak moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinances. The motion *Prevailed*.

On motion of Alderman Krystyniak, the foregoing proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

*Referred* -- EXEMPTION OF ROCHELEAU SALAD COMPANY  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

Also, a proposed ordinance to exempt Rocheleau Salad Company from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 5115 South Millard Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- GRANT OF PRIVILEGE TO CABLEVISION OF CHICAGO  
TO CONSTRUCT, INSTALL AND MAINTAIN COAXIAL  
CABLES UNDER AND ABOVE PORTION OF  
WEST 51ST STREET.

Also, a proposed ordinance to grant permission and authority to Cablevision of Chicago to construct, install, maintain and use two coaxial cables under and above the public way along West 51st Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 9-80  
BY ADDING NEW SECTIONS TO DEFINE AND PROHIBIT  
PRACTICE OF "CRUISING" IN DESIGNATED AREAS.

Also, a proposed ordinance to amend Municipal Code Chapter 9-80 by adding new sections, to be known as Sections 9-80-210 through 9-80-214, which would define and prohibit the practice of "cruising" in designated zones, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT ADDITIONAL SIGN/  
SIGNBOARD AT 5317 SOUTH ARCHER AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign

permit to Olympic Signs, Incorporated, for the erection of an additional sign/signboard at 5317 South Archer Avenue for Sparks Computerized Car Care, which was *Referred to the Committee on Zoning*.

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*Referred --* APPROVAL OF PROPERTY AT 4501 WEST 47TH STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 4501 West 47th Street as eligible for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN HENRY (24th Ward):**

*Referred --* GRANTS OF PRIVILEGE TO SEARS, ROEBUCK AND COMPANY TO MAINTAIN AND USE PEDESTRIAN BRIDGE, PEDESTRIAN TUNNEL AND PIPE TUNNELS UNDER AND ACROSS PORTIONS OF SOUTH SPAULDING AVENUE AND SOUTH HOMAN AVENUE.

Also, two proposed ordinances to grant permission and authority to Sears, Roebuck and Company to maintain and use a pedestrian bridge over and across a portion of South Spaulding Avenue, near West Arthington Street, and a pedestrian tunnel and two pipe tunnels under and across a portion of South Homan Avenue, between West Arthington Street and the Chicago and Great Western Railroad, respectively, which were *Referred to the Committee on Streets and Alleys*.

Presented For

**ALDERMAN HENRY (24th Ward:)**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH  
INDEPENDENCE BOULEVARD FOR NEIGHBORHOOD  
FESTIVAL AND CARNIVAL.

A proposed order, presented by Alderman Krystyniak, directing the Commissioner of Public Works to grant permission to Lawndale Revitalization, Incorporated, to close to traffic that portion of South Independence Boulevard, from West Roosevelt Road to West Douglas Boulevard, for the conduct of a neighborhood festival and carnival, on Saturday, August 18, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN HENRY (24th Ward) And  
ALDERMAN SHAW (9th Ward):**

*Referred* -- ILLINOIS GENERAL ASSEMBLY URGED TO AMEND ILLINOIS  
REVISED STATUTES, CHAPTER 42, PARAGRAPH 348.26 WHICH  
DELINEATES TERMS FOR FURNISHING OF WATER  
TO NEIGHBORING MUNICIPALITIES.

A proposed resolution urging the Illinois General Assembly to amend the Illinois Revised Statutes in Chapter 42, paragraph 348.26, which delineates the terms for furnishing water to neighboring municipalities, to hereafter allow the supplying municipality the right to refrain from furnishing water to neighboring municipalities, which was *Referred to the Committee on Intergovernmental Relations*.

Presented By

**ALDERMAN SOLIZ (25th Ward):**

**BUILDINGS DECLARED PUBLIC NUISANCES AND  
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

2228 South Wood Street; and

1832 West 22nd Place,

are so deteriorated and weakened that each are structurally unsafe and a menace to life and property in its vicinity; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The buildings at the following locations, to wit:

2228 South Wood Street; and

1832 West 22nd Place,

are declared public nuisances, and the Commissioner of Buildings is hereby authorized and directed to cause demolitions of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Soliz moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Soliz, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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DRAFTING OF ORDINANCE FOR VACATION OF SPECIFIED PUBLIC  
ALLEY IN BLOCK BOUNDED BY WEST 23RD STREET, SOUTH  
BLUE ISLAND AVENUE, SOUTH DAMEN AVENUE AND  
SOUTH WINCHESTER AVENUE.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the northeasterly 120.0 feet, more or less, of the northeasterly-southwesterly 16-foot public alley in the area bounded by West 23rd Street, South Blue Island Avenue, South Damen Avenue and South Winchester Avenue for Pioneer Bank and Trust Company, as Trustee, Trust No. 24426 (No. 30-25-90-1511); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Soliz moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman Soliz, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
SOUTH RACINE AVENUE FOR CULTURAL FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Casa Aztlan, to close to traffic that portion of South Racine Avenue, between West 18th Street and West 19th Street, on Saturday, August 18, 1990 for conduct of the Casa Aztlan Youth Cultural Festival, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 629 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Classic Media, Incorporated for the erection of a sign/signboard at 629 West Cermak Road for a warehouse and factory, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN SOLIZ (25th Ward) And OTHERS:**

*Referred* -- JOINT COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION  
AND PUBLIC UTILITIES, AND HUMAN RIGHTS AND CONSUMER  
PROTECTION URGED TO HOLD PUBLIC HEARINGS ON  
CAUSES AND REMEDY OF RECENT POWER  
FAILURE ON CITY'S WEST SIDE.

A proposed resolution, presented by Aldermen Soliz, Shaw, Garcia and Henry, urging a joint Committee comprised of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Human Rights and Consumer Protection to undertake a feasibility study and conduct public hearings on the prevention of major power failures similar to that recently experienced on the City's west side; to urge the City Council to freeze any rate increases, negotiations and agreements with Commonwealth Edison Company until the cause of the fire has been determined; and to urge the Department of Economic Development to institute a loan program to compensate businesses which suffered a loss as a result of the power failure, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO NORWEGIAN-AMERICAN HOSPITAL TO INSTALL AND MAINTAIN SAMPLE BASIN ON PORTION OF NORTH RICHMOND STREET.

A proposed ordinance to grant permission and authority to Norwegian-American Hospital, to install, maintain and use a sample basin on portion of public way adjacent to 1051 North Richmond Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- PERMISSION TO HOLD ANTI-DRUG PARADE/RALLY ON PORTION OF NORTH MOZART STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Illinois Conference of Seventh Day Adventists/Federacion de Jovenes Adventistas de Illinois to conduct an anti-drug parade/rally on that portion of North Mozart Street, from West Division Street to West Marine Drive, on Saturday, August 4, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN AND USE CANOPY AT 2525 WEST NORTH AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Quik Meal to maintain and use one canopy attached to the building or structure at 2525 West North Avenue, which was *Referred to the Committee on Streets and Alleys*.



Presented By

**ALDERMAN BUTLER (27th Ward):**

**DRAFTING OF ORDINANCE FOR VACATION AND DEDICATION OF  
SPECIFIED PUBLIC ALLEYS IN BLOCK BOUNDED BY  
WEST ADAMS STREET, WEST JACKSON BOULEVARD,  
SOUTH SACRAMENTO BOULEVARD AND  
SOUTH FRANCISCO AVENUE.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 140.45 feet of the east-west 16-foot public alley and providing for the dedication of a north-south 20-foot public alley running north to West Adams Street from the west terminus of that part of the east-west alley to be vacated, in the block bounded by West Adams Street, West Jackson Boulevard, South Sacramento Boulevard and South Francisco Avenue for Marillac House (No. 13-27-90-1512), said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Butler moved to *Suspend the Rules Temporarily* to permit immediate consideration of an action upon the foregoing order. The motion *Prevailed*.

On motion of Alderman Butler, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- PERMISSION TO ERECT SCULPTURE AT  
1326 -- 1328 WEST MADISON STREET.

Also, a proposed ordinance directing the Commissioner of Public Works to issue the necessary permits, free of charge, to Westtown Phoenix Partnership, a limited partnership, to

erect a sculpture on a portion of the parkway adjacent to the premises at 1326 -- 1328 West Madison Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN E. SMITH (28th Ward):**

WAIVER OF VENDOR FEES FOR SUMMER FEST WEST PARTICIPANTS.

A proposed order reading as follows:

*Ordered*, That the City Comptroller is hereby authorized and directed to waive all vendor fees for the below-listed vendors who will be participating in the Summer Fest West sponsored by the Habilitative Systems, Incorporated, 415 South Kilpatrick Avenue, to be conducted on South Woodward Drive in Garfield Park, between Madison Street/Music Drive/Jackson Boulevard, for the period of August 1 through August 6, 1990:

Habilitative Systems, Inc.  
415 South Kilpatrick Avenue  
(License Number 00533536);

Luigi's Pizza  
4121 West Madison Street  
(License Number 001749);

Joe's Fish Market  
3819 West Chicago Avenue  
(License Number 002050);

Robinson's Ribs  
940 West Madison Street  
Oak Park, Illinois 60302; and

L. V. Johnson Food Service  
1657 West 95th Street  
(License Number 002938).

Alderman E. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman E. Smith, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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ISSUANCE OF PERMIT TO HABILITATIVE SYSTEMS,  
INCORPORATED TO CONDUCT CARNIVAL AND  
PARADE ON PORTIONS OF SPECIFIED  
PUBLIC WAYS.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Habilitative Systems, Incorporated, 415 South Kilpatrick Avenue, for the conduct of a carnival on South Woodward Drive (in Garfield Park) between Madison Street/Music Drive/and Jackson Boulevard; and also a parade in the 5000 block of West Harrison Street east to North Cicero Avenue, north to West Madison Street, and east to Garfield Park, for the period of August 1 through August 6, 1990, 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, as provided by said carnival ordinance.

Alderman E. Smith moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed order. The motion *Prevailed*.

On motion of Alderman E. Smith, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Hueis, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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Presented By

**ALDERMAN E. SMITH (28th Ward) And  
ALDERMAN DAVIS (29th Ward):**

*Referred -- CHICAGO COMMISSION ON HUMAN RELATIONS URGED  
TO INVESTIGATE AND HOLD PUBLIC HEARINGS ON CAUSE  
AND CONSEQUENCES OF COMMONWEALTH EDISON  
POWER OUTAGE.*

A proposed resolution urging the Chicago Commission on Human Relations to investigate the cause of the fire which resulted in the Commonwealth Edison power outage and to hold public hearings to better understand the reactions of citizens with regard to the ensuing vandalism and looting of business establishments on the City's west side, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

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Presented By

**ALDERMAN E. SMITH (28th Ward) And OTHERS:**

*Referred -- COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION  
AND PUBLIC UTILITIES URGED TO INVESTIGATE CAUSES OF  
COMMONWEALTH EDISON POWER FAILURE AND HOLD  
PUBLIC HEARINGS ON RESTRUCTURING  
OF POWER SUPPLY LINES.*

A proposed resolution, presented by Aldermen E. Smith, Garcia, Henry, Soliz and Davis, urging Committee on Energy, Environmental Protection and Public Utilities to call upon Commonwealth Edison Company to restructure and reduce the number of customers serviced by individual power lines and to conduct a full investigation to bring Commonwealth Edison before the committee to answer questions concerning this matter, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

**ALDERMAN DAVIS (29th Ward),  
ALDERMAN BIALCZAK (30th Ward), And  
ALDERMAN GILES (37th Ward):**

**AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-2(e)  
BY DISALLOWING ISSUANCE OF NEW PACKAGE GOODS  
LICENSES ON PORTION OF WEST NORTH AVENUE.**

A proposed ordinance, reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 147 of the Municipal Code of Chicago is hereby amended in Section 147-2(e) by adding the language in italics and deleting the language in brackets as follows:

147-2.

\* \* \* \* \*

(e) No package goods license shall be issued for any premises located within the following areas:

\* \* \* \* \*

*3. West North Avenue (both sides) from 4300 west to 6000 west;*

provided however, that this prohibition shall not apply to the renewal of a package goods license for a premises located in such area if such place of business was established and licensed to sell package goods prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection.

For the purpose of this subsection, whenever the package goods license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a package goods licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a package goods licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the package goods licensee in any twelve month period.

SECTION 2. This ordinance shall take effect upon its passage and publication, provided, however, that the prohibition on the issuance of a package goods liquor license within a designated area shall not apply to a person who has submitted a completed application for such license and paid the applicable license fee to the Department of Revenue prior to the effective date of this ordinance.

Alderman Bialczak 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 Bialczak, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Feavers, Dixon, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 45.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
NORTH OAKLEY AVENUE, WEST LYNDALe AVENUE  
AND SPECIFIED PUBLIC ALLEYS FOR  
BUCKTOWN ARTS FEST.

A proposed order directing the Commissioner of Public Works to grant permission to Bucktown Arts Fest Governing Board, to close to traffic North Oakley Avenue, between West Palmer Street and West Medill Avenue; West Lyndale Avenue, from the east side of North Oakley Avenue to the first alley east of North Western Avenue; and the first north-south alleys east and west of North Oakley Avenue, between West Lyndale Avenue and West Belden Avenue, to hold the Bucktown Arts Fest for the period of August 25 and 26, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

*Referred* -- ISSUANCE OF PERMIT TO CONSTRUCT AND MAINTAIN  
CANOPY AT 1839 WEST CHICAGO AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Mr. Rodis Ceneno to construct, maintain and use one canopy to be attached to the building or structure at 1839 West Chicago Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN MELL (33rd Ward):**

*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN AND USE  
CANOPY AT 3335 WEST DIVERSEY AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Diversey West Hotel to maintain and use one canopy attached to the building or structure at 3335 West Diversey Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN AUSTIN (34th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH PERRY AVENUE FOR  
RECREATIONAL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Andrew Brown to close for recreational purposes that portion of South Perry Avenue, from West 109th Place to West 110th Street for the period extending July 16 through July 20, 1990, which was *Referred to the Committee on Beautification and Recreation*.

*Referred*-- PERMISSION TO HOLD CARNIVAL ON PORTION  
OF SOUTH MARSHFIELD AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Sylvester Washington for the conduct of a carnival on that portion of South Marshfield Avenue, from West 111th Street to West 112th Street, for the period of August 20 through August 27, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN KOTLARZ (35th Ward):**

*Referred*-- PERMISSION TO HOLD IMMACULATE HEART OF  
MARY CHURCH CARNIVAL ON PORTION OF  
NORTH SPAULDING AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Immaculate Heart of Mary Church for the conduct of their carnival and/or street fair in the 3800 block of North Spaulding Avenue and on church property, for the period extending July 29 through August 5, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN CULLERTON (38th Ward):**

*Referred*-- APPROVAL OF PLATS OF RESUBDIVISION AND  
SUBDIVISION AT SPECIFIED LOCATIONS.

Two proposed ordinances directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve plats of resubdivision and subdivision on portions of specified public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:



Plat of Resubdivision -- located on the south side of West Eddy Street 296.10 feet west of North Cicero Avenue; and

Plat of Subdivision -- having a frontage of 190.16 feet on West School Street and 198.94 feet on West Belmont Avenue and located 132.94 feet west of North Neenah Avenue.

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*Referred*-- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 4222 NORTH CENTRAL AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to M-K Signs for the erection of a sign/signboard at 4222 North Central Avenue for Banquets by Biagio, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN LAURINO (39th Ward):**

AREA BOUNDED BY WEST DEVON AVENUE, NORTH CALDWELL AVENUE AND NORTH LEHIGH AVENUE TO BE DESIGNATED "DR. ELIZABETH SIMPSON PUCINSKI TRIANGLE".

A proposed resolution readings as follows:

WHEREAS, Dr. Elizabeth Simpson Pucinski passed away on June 25, 1990; and

WHEREAS, Dr. Simpson Pucinski actively participated in many neighborhood organizations in the community of Edgebrook; and

WHEREAS, She assisted in promoting the quality of life atmosphere in Edgebrook making it one of Chicago's finest communities; and

WHEREAS, On July 28, 1990 the Edgebrook community and the City of Chicago dedicated a beautification area known as the "Triangle" bounded by West Devon Avenue, North Caldwell Avenue and North Lehigh Avenue; and

WHEREAS, On the initiative of the Edgebrook Chamber of Commerce, Edgebrook Community Association, Edgebrook Womens' Club and many local businesses and residents, petitioned to name the "Triangle" the "Dr. Elizabeth Simpson Pucinski Triangle"; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council do hereby proclaim that the "Triangle" bounded by West Devon, North Caldwell and North Lehigh Avenues be named the "Dr. Elizabeth Simpson Pucinski Triangle" in honor of her contributions to the betterment of the Edgebrook neighborhood; and

*Be It Further Resolved*, That the Department of Public Works erect a suitable sign that will bear Dr. Simpson Pucinski's name.

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 *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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Presented By

**ALDERMAN O'CONNOR (40th Ward):**

*Referred* -- APPROVAL OF PROPERTY AT 1939 WEST BRYN MAWR AVENUE AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to classify the property at 1939 West Bryn Mawr Avenue as eligible

or Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Economic Development*.

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*Referred* -- GOVERNOR JAMES R. THOMPSON URGED TO SIGN  
SENATE BILL 1591 TO PROVIDE ESSENTIAL REVENUE  
FOR CHICAGO PUBLIC SCHOOLS IN  
FISCAL YEAR 1991.

Also, a proposed resolution urging Illinois Governor James R. Thompson to sign Senate Bill 1591 which would provide an essential part of the revenues needed to operate the Chicago Public School system in fiscal year 1991, which was *Referred to the Committee on Education*.

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Presented By

**ALDERMAN O'CONNOR (40th Ward) And  
ALDERMAN LAURINO (39th Ward):**

*Referred* -- WAIVER OF VENDOR FEES FOR ALBANY PARK  
CHAMBER OF COMMERCE ANNUAL SUMMMERFEST  
AND SIDEWALK SALE.

A proposed order directing the City Comptroller to waive the 1990 vendor fees for the applicants listed below who are participating in the Albany Park Chamber of Commerce Summerfest and Sidewalk Sale, which was *Referred to the Committee on Finance*, as follows:

Mr. Nat Paramadilo -- Four Star Fried Rice, 4816 North Fairfield Avenue;

Mr. Barr Brownstone -- Father & Son Pizza, 5691 North Milwaukee Avenue;

Ms. Peggy Arimno -- Tropical Coolers, Incorporated, P.O. Box 759; and

Mr. Jamie Fry -- Natural Delite, P.O. Box 759.

Presented By

**ALDERMAN PUCINSKI (41st Ward):**

*Referred* -- WAIVER OF ALL DEPARTMENTAL FEES AND SURETIES  
IN CONJUNCTION WITH 1990 INTERNATIONAL WORLD  
MUSIC FESTIVAL.

A proposed order authorizing and directing the City Comptroller to waive all departmental fees and sureties required for the 1990 International World Music Festival to be held in Grant Park for the period of August 3 through August 5, 1990, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

ISSUANCE OF PERMIT TO FATHER & SON PIZZA FOR  
STREETSCAPING AND LANDSCAPING ON  
PORTION OF NORTH OGDEN AVENUE.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Commissioner of Public Works is hereby directed to issue a permit authorizing Father & Son Pizza, 2475 North Milwaukee Avenue, Chicago, Illinois, and its agents, to construct curbs, parking areas, and landscaping on North Ogden Avenue between West North Avenue and the Chicago Transit Authority elevated structure, subject to review and approval of plans. The applicant shall maintain the premises, and shall indemnify, save, and hold harmless the City of Chicago from all liability.

SECTION 2. North Ogden Avenue between the south line of West North Avenue and the Chicago Transit Authority elevated structure be, and the same is hereby closed to through vehicular traffic.

SECTION 3. This ordinance shall be in full force and effect from and after its date of passage and due publication.

Alderman Natarus, moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- ESTABLISHMENT OF TAXICAB STAND NUMBER 603  
ON PORTION OF EAST DELAWARE PLACE.

Also, a proposed ordinance to establish Taxicab Stand Number 603 on the west side of East Delaware Place, from a point 127 feet south of East Walton Place, to a point 68 feet south thereof, for three vehicles, which was *Referred to the Committee on Local Transportation*.

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*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, eight 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:

Allright Parking Chicago, Incorporated -- to maintain and use a vaulted area under the public way adjacent to 447 North LaSalle Street;

Arthur Rubloff and Associates Number Two -- to maintain and use a loading area enclosure over and along the public alley adjacent to North Clark Street and West Division Street;

Big Bay Lumber Company -- to maintain and use a railroad switch track along and across the east side on North Cherry Avenue, near West Division Street;

Cosmopolitan Drug Company -- to maintain and use a vaulted area under the public way adjacent to 754 North Clark Street;

F.C.L. Properties for 25 West Hubbard Street Associates -- to maintain and use a vaulted area under the public way adjacent to 25 West Hubbard Street;

FilmFair, Incorporated -- to maintain and use a vaulted area under the public way adjacent to 22 West Hubbard Street;

Mr. Hans Kief -- to maintain and use a vaulted area adjacent to 642 -- 644 North Clark Street; and

Tasc, Incorporated -- to construct, maintain and use a stairway in the public way on West Blackhawk Street, adjacent to 1500 North Halsted Street.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST SUPERIOR STREET FOR BLOCK PARTY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Museum of Contemporary Art to close to traffic that portion of West Superior Street, between North Orleans Street and North Sedgwick Street to conduct a tented block party in conjunction with the celebration of New Art '90, for the period of September 7 and 8, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SPECIFIED PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants named, as noted, to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Archbishop James E. Quigley Preparatory Seminary -- to close to traffic that portion of North Rush Street, between East Chestnut and East Pearson Streets for the dedication of Archbishop Quigley Preparatory Seminary (High School) on Sunday, August 26, 1990;

Chicago Area Bicycle Dealers Association -- to close to traffic that portion of North McClurg Court, between East Illinois Street and East North Water Street to accommodate parking of bicycles for participants returning from the Moonlight Ramble, for the period of July 21 and 22, 1990; and

Windy City Sports Magazine -- to close to traffic the 300 block of North McClurg Court for a Rollerbade Demonstration, on Saturday, July 28, 1990.

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*Referred* -- PERMISSION TO CLOSE PARKING AREA AND  
SIDEWALK ON PORTION OF NORTH LA SALLE  
STREET FOR WALL OF FAME EVENT.

Also, a proposed order directing the Commissioner of Public Works to grant permission to MC Mages Sports to close the parking area and sidewalk adjacent its property at 620 North LaSalle Street on Thursday, July 19, 1990 in conjunction with the Wall of Fame event, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT AND INSTALL SIGN  
KIOSK AT 100 EAST WALTON STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Chicago Sign Design for the installation of a sign kiosk on a portion of the public way adjacent to 100 East Walton Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND MAINTAIN  
CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of canopies attached to the specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Merchandise Mart Properties, Incorporated -- to maintain and use one canopy at 336 North Wells Street;

232 East Walton Corporation -- to maintain and use one canopy at 232 East Walton Street; and

1160 North Dearborn Street Corporation -- to maintain and use one canopy at 1160 North Dearborn Street.

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Presented By

**ALDERMAN NATARUS (42nd Ward) And  
ALDERMAN STONE (50th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.3  
(CHICAGO ETHICS ORDINANCE) SECTION 26.3-1(b)  
BY REDEFINING "CANDIDATE".

A proposed ordinance to amend Municipal Code Chapter 26.3, Section 26.3-1(b) by adding language which would further define the term "Candidate" as used with in the Chicago Ethics Ordinance to include individuals who seek nomination, election or retention in a public office and either qualify for or receive contributions and/or make expenditures in this regard, which was *Referred to the Committee on Committees, Rules and Ethics*.

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Presented By

**ALDERMAN NATARUS (42nd Ward),  
ALDERMAN DAVIS (29th Ward) And  
ALDERMAN AUSTIN (34th Ward):**

AMENDMENT OF MUNICIPAL CODE CHAPTER 98, SECTION  
98-17 BY PROHIBITING TRAINING OF ANIMALS  
FOR PURPOSES OF FIGHTING.

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*



SECTION 1. That the Municipal Code of Chicago Chapter 98, Section 98-17 be and the same is hereby amended by adding the language in italics below to read as follows:

98-17. No person shall promote, stage, manage, conduct, or carry on any animal fight, *or train any animal for the purpose of an animal fight* or any other type of contest, game or fight of a similar nature, nor any simulated version of same that involves baiting or inciting an animal to fight. . .

SECTION 2. This ordinance shall be in full force and effect from and after passage and publication.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

Alderman Shaw then moved to refer the foregoing proposed ordinance to the Committee on Municipal Code Revision. The clerk called the roll and the motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Bloom, Beavers, Dixon, Shaw, Carter, Eisendrath, Shiller, M. Smith -- 8.

*Nays* -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Krystyniak, Butler, E. Smith, Davis, Bialczak, Gabinski, Austin, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Schuler, Stone -- 28.

Thereupon, on motion of Alderman Natarus the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

*Referred*-- GRANT OF PRIVILEGE TO RAYMOND AND ELIZABETH FRICK,  
AND AMERICAN NATIONAL BANK AND TRUST, TRUST NUMBER  
105422-07 TO CONSTRUCT, MAINTAIN AND USE STAIRCASE  
ON PORTION OF NORTH ASTOR STREET.

A proposed ordinance to grant permission and authority to Raymond and Elizabeth Frick, and American National Bank and Trust, under Trust Number 105422-07, to construct, maintain and use one staircase on a portion of public way adjacent to 1349 North Astor Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- ESTABLISHMENT OF TAXICAB STAND NUMBER  
604 ON PORTION OF NORTH CLYBOURN AVENUE.

Also, a proposed ordinance to establish Taxicab Stand Number 604 on the west side of North Clybourn Avenue, from a point 20 feet north of the north building line of North Sedgwick Street, to a point 76 feet north thereof, for 4 vehicles, which was *Referred to the Committee on Local Transportation*.

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST MENOMONEE STREET FOR MARCY NEWBERRY  
FOUNDATION BENEFIT.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Susan Brandstetter to close to traffic that portion of West Menomonee Street, between North Clark Street and North Wells Street, on Saturday, August 18, 1990 (rain date August 19, 1990) for the conduct of a benefit for the Marcy Newberry Foundation, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- PERMISSION TO CLOSE METERED LOTS ON PORTION  
OF WEST STOCKTON DRIVE IN CONJUNCTION WITH  
MAYOR RICHARD M. DALEY SENIOR  
CITIZEN PICNIC.

Also, a proposed order directing the Commissioner of Public Works to close off metered lots on portion of West Stockton Drive, near North LaSalle Street for bus and volunteer parking in conjunction with the Mayor Richard M. Daley Senior Citizen Picnic on July 26 and 27, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPIES AT 800 WEST NORTH AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Euromarket Designs, Incorporated to maintain and use seven canopies attached to the building or structure at 800 West North Avenue, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN HANSEN (44th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF FIRST  
NORTH-SOUTH ALLEY WEST OF NORTH BROADWAY  
FOR CAR WASH ACTIVITIES.

A proposed order directing the Commissioner of Public Works to grant permission to Saint Peter's Church to close to traffic the first north-south alley west of North Broadway, between West Belmont Avenue and West Briar Place, on August 11 and 12, 1990 for car wash activities, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN AND USE  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Clover Awning Company, Incorporated -- to maintain and use one canopy at 2927 North Southport Avenue; and

K.P. Real Estate Partnership -- to maintain and use two canopies at 3441 -- 3443 North Sheffield Avenue.

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Presented By

**ALDERMAN HANSEN (44th Ward) And  
ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF NORTH LINCOLN AND NORTH  
ASHLAND AVENUES.

A proposed order directing the Commissioner of Public Works to grant permission to the Lakeview Chamber of Commerce to conduct a sidewalk sale on both sides of North Lincoln Avenue in the 3100, 3200 and 3300 blocks; and on both sides of North Ashland Avenue in the 3100 and 3200 block, for the period extending August 23 through August 26, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN LEVAR (45th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
NORTH LIPPS AVENUE AND WEST AVONDALE AVENUE  
FOR TASTE OF POLONIA EVENT.

A proposed order directing the Commissioner of Public Works to grant permission to the

Copernicus Foundation to close to traffic that portion of North Lipps Avenue, between West Ainslie Street and West Lawrence Avenue; and that portion of West Avondale Avenue, between West Ainslie Street and West Lawrence Avenue, for the period extending August 29 through September 4, 1990 for the annual Taste of Polonia event, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred --* PERMISSION TO HOLD ARTS AND CRAFTS FAIR  
ON PORTIONS OF NORTH CICERO AVENUE, NORTH  
MILWAUKEE AVENUE AND WEST IRVING  
PARK ROAD.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Jeannine Smentek, Portage Park Chamber of Commerce, to conduct an annual arts and crafts fair on both sides of North Cicero and North Milwaukee Avenues, from 3900 to 4100; and on both sides of West Irving Park Road, from 4700 to 4920, which was *Referred to the Committee on Special Events and Cultural Affairs.*

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*Referred --* ISSUANCE OF PERMIT TO MAINTAIN AND USE  
EXISTING CANOPY AT 4105 WEST  
MONTROSE AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Vosnos Restaurant to maintain and use one canopy attached to the building or structure at 4105 West Montrose Avenue, which was *Referred to the Committee on Streets and Alleys.*

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*Referred --* ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 4849 NORTH MILWAUKEE AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisans Signs for the erection of a sign/signboard at 4849 North Milwaukee Avenue for Veterans Square, which was *Referred to the Committee on Zoning.*

Presented By

**ALDERMAN SHILLER (46th Ward):**

**GRANT OF PRIVILEGE TO MS. CAROL MENNING, DOING  
BUSINESS AS CAFE AVANTI, FOR SIDEWALK CAFE.**

A proposed ordinance reading as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Permission and authority are hereby given and granted to Carol Menning, doing business as Cafe Avanti, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 3706 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and three (3) feet in width for a total of sixty (60) square feet and shall begin twelve (12) feet from the building line to the cafe border along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 12:00 Midnight

Compensation: \$300.00

Authority for the above named privilege is herein given and granted from and after date of passage of this ordinance through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of

the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be

continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

Alderman Shiller moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed*.

On motion of Alderman Shiller, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- ISSUANCE OF PERMIT TO HOLD CARNIVAL  
ON PORTION OF NORTH KENMORE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Uptown Learning Center for the conduct of a carnival and/or street fair on that portion of North Kenmore Avenue, between North Broadway and West Wilson Avenue, for the period extending August 13 through August 20, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 3630 NORTH SOUTHPORT AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Doyle Signs, Incorporated, for the erection of a sign/signboard at 3630 North Southport Avenue, for Jewel Food Store, which was *Referred to the Committee on Zoning*.



*Referred*--JOINT COMMITTEE ON ENERGY, ENVIRONMENTAL  
PROTECTION AND PUBLIC UTILITIES/ECONOMIC  
DEVELOPMENT URGED TO HOLD PUBLIC  
HEARING ON PROGRESS OF  
CITY'S RECYCLING  
ENDEAVORS.

Also, a proposed resolution urging that a Joint Committee, comprised of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Economic Development, hold a public hearing to review the objectives, investigate the progress, and determine if additional City Council action is necessary to insure the timely implementation of recycling goals in Chicago, which was *Referred to a Joint Committee comprised of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Economic Development.*

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Presented By

**ALDERMAN SCHULTER (47th Ward):**

*Referred*-- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF NORTH LINCOLN AVENUE AND  
WEST IRVING PARK ROAD.

A proposed order directing the Commissioner of Public Works to grant permission to Ms. Marilyn Allen for the conduct of a sidewalk sale on North Lincoln Avenue, from the 3800 block to the 4100 block; and on West Irving Park Road, from the 1900 block to the 2100 block, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN M. SMITH (48th Ward):**

*Referred*--INSTALLATION OF ALLEY LIGHTS  
AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of Public Works to install alley lights

behind the buildings or structures listed below, which were *Referred to the Committee on Finance*, as follows:

6135 North Kenmore Avenue; and

1459 West Farragut Avenue.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALES AT  
SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold sidewalk sales at the locations and for the periods noted, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Catherine Rondinelli/Andersonville Chamber of Commerce -- on both sides of North Clark Street, from West Argyle Avenue to West Elmdale Avenue, for the period extending August 9 through August 11, 1990; and

Ms. Sheli Lulkin/East Edgewater Chamber of Commerce -- on West Bryn Mawr Avenue, from North Broadway to North Winthrop Avenue, for the period extending August 9 through August 11, 1990.

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Presented By

**ALDERMAN ORR (49th Ward):**

*Referred* -- EXEMPTION OF PROPERTY AT 6726 NORTH SHERIDAN  
ROAD FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt Mr. Otto Brettschnider from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 6726 North Sheridan Road, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys*.

*Referred*-- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Rogers Park Chamber of Commerce and Industry to hold sidewalk sales on both sides of North Sheridan Road, between West Devon and West Pratt Avenues; West Morse Avenue, between North Sheridan Road and North Ravenswood Avenue; North Clark Street, between West Devon Avenue and West Touhy Avenue; and North Glenwood Avenue, between West Farwell Avenue and West Lunt Avenue, for the period extending August 2 through August 4, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- ILLINOIS GENERAL ASSEMBLY URGED TO ENACT  
LEGISLATION PROHIBITING TRANSFER OF REAL  
PROPERTY TO NON-EXISTENT INDIVIDUALS  
OR CORPORATIONS.

Also, a proposed resolution urging the Illinois General Assembly to enact legislation which would prohibit the transfer of real property to non-existent individuals, corporations or partnerships and to establish appropriate penalties for violations thereof, which was *Referred to the Committee on Intergovernmental Relations*.

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Presented By

**ALDERMAN STONE (50th Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A  
(CHICAGO ZONING ORDINANCE) ARTICLE 11.7-3 BY  
ADDING NEW PARAGRAPH 11.7-3 (8) REGULATING  
YARD DEPTH REDUCTION IN CHICAGO  
LANDMARK DISTRICTS.

Also, a proposed ordinance amending Municipal Code Chapter 194A (Chicago Zoning

Ordinance) Article 11.7-3 by adding a new paragraph 11.7-3 (8) which would permit a reduction in yard depth regulations when such property is located in Chicago landmark districts, which was *Referred to the Committee on Zoning*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST DEVON AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the Northtown Chamber of Commerce to conduct a sidewalk sale on both sides of West Devon Avenue, between North Kedzie Avenue and North Bell Avenue, for the period extending August 16 through August 19, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ET CETERA.*

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

*BY ALDERMAN ROTI* (1st Ward):

Department of Fire/City of Chicago -- construction of a single-family display house (Survive Alive House) on the premises known as 543 West Taylor Street.

Illinois Institute of Technology, 10 West 33rd Street -- construction of a new building replacing the downtown center on the premises known as 565 West Adams Street.

*BY ALDERMAN SHAW* (9th Ward):

Young Men's Christian Association -- construction work on the premises known as 4 East 111th Street.

*BY ALDERMAN STREETER (17th Ward):*

Victory Apostolic Faith Church -- renovation and addition to the church on the premises known as 8053 South May Street.

*BY ALDERMAN E. SMITH (28th Ward):*

Bethel New Life, 367 North Karlov Avenue -- rehabilitation of existing structures at various locations.

*BY ALDERMAN PUCINSKI (41st Ward):*

Resurrection Health Care Corporation -- improvement of sewers for the premises known as 7435 West Talcott Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

American Hospital Association -- installation of new electrical and teledata closets on first through twelfth floors on the premises known as 840 North Lake Shore Drive.

*BY ALDERMAN EISENDRATH (43rd Ward):*

DePaul University -- electrical work and maintenance at various DePaul University campus properties.

*BY ALDERMAN M. SMITH (48th Ward):*

Uptown Ministry -- reconstruction on the premises known as 4720 North Sheridan Road.

#### LICENSE FEE EXEMPTIONS:

*BY ALDERMAN ROTI (1st Ward):*

Alba Day Care Center/Chicago Housing Authority, 1342 South Racine Avenue.

Bernard Gentry Day Care Center/Chicago Housing Authority, 2326 South Dearborn Street.

*BY ALDERMAN LANGFORD* (16th Ward):

Ada S. Niles Senior Center, 6414 South Halsted Street.

*BY ALDERMAN GABINSKI* (32nd Ward):

Saint Mary of Nazareth Hospital Center, 2233 West Division Street (3).

*BY ALDERMAN LAURINO* (39th Ward):

Bohemian Home for the Aged, 5061 North Pulaski Road.

*BY ALDERMAN NATARUS* (42nd Ward):

Saint Chrysostom's Church Day Care Center (Class I) 1424 North Dearborn Parkway.

**CANCELLATION OF WARRANTS FOR COLLECTION:**

*BY ALDERMAN ROTI* (1st Ward):

Jewish Federation of Metropolitan Chicago, 618 South Michigan Avenue -- public place of assembly fees.

Pacific Garden Mission, various locations -- annual fuel burning equipment inspection fee, annual sign inspection fees and annual building inspection fees (3).

*BY ALDERMAN SOLIZ* (25th Ward):

Schwab Rehabilitation Center, 1401 South California Avenue -- annual maintenance and operating cost of one private fire alarm box.

*BY ALDERMAN MELL* (33rd Ward):

Saint Paul's House/Grace Convalescent Home, various locations -- maintenance of "No Parking" signs.

*BY ALDERMAN BANKS (36th Ward):*

Saint Francis Borgia Church, 8033 West Addison Street -- inspection of mechanical ventilation system.

*BY ALDERMAN PUCINSKI (41st Ward):*

Norwood Park Home, 6016 North Nina Avenue -- annual sign inspection fee.

Resurrection Hospital, 7435 West Talcott Avenue -- annual sign inspection fee.

*BY ALDERMAN NATARUS (42nd Ward):*

Northwestern Memorial Hospital/Wesley Pavillion, 215 East Chicago Avenue -- semi-annual elevator inspection fee and fuel burning equipment inspection fee (2).

*BY ALDERMAN EISENDRATH (43rd Ward):*

Center for the Rehabilitation and Training of Persons with Training Disabilities, 2032 North Clybourn Avenue -- real estate compensation/canopy privilege.

Grant Hospital, 550 West Webster Avenue -- real estate compensation/manhole privilege.

*BY ALDERMAN M. SMITH (48th Ward):*

Selfhelp Home for the Aged, 908 West Argyle Street -- boiler inspection fee and fire alarm fee (2).

*BY ALDERMAN ORR (49th Ward):*

Bnai Zion Congregation, 1447 West Pratt Avenue -- boiler inspection fee.

*BY ALDERMAN STONE (50th Ward):*

Northwest Home, 6300 North California Avenue -- maintenance and operating cost of one private fire alarm box.

REFUND OF FEES:

BY ALDERMAN NATARUS (42nd Ward):

Affrunti & Affrunti, Incorporated, 330 Douglas Avenue, Crystal Lake, Illinois 60614 -- refund in the amount of \$488.00.

Brandon Associates, Limited, 333 North Michigan Avenue -- refund in the amount of \$1,745.00.

BY ALDERMAN STONE (50th Ward):

J.F.M.C. Facilities Corporation, 1 South Franklin Street -- refund in the amount of \$2,187.53.

WAIVER OF FEES:

BY ALDERMAN GARCIA (22nd Ward):

Block clubs of 3000 South Drake Avenue, 2500 South Homan Avenue, 2800 South Keeler and 2800 South Karlov Avenue -- waiver of electrical permit fees for the installation of residential post lights.

Block clubs of 2800 South Komensky Avenue and 2800 South Kedvale Avenue -- waiver of electrical permit fees for the installation of residential post lights.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (July 12, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 12, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Shiller moved to *Correct* said printed Official Journal as follows:



Page 18074 -- by inserting the following language immediately below the nineteenth line from the top of the page:

WHEREAS, The City of Chicago is concerned about reports from South African trade unions that many companies are effecting withdrawal plans by unilaterally terminating duly negotiated collective bargaining agreements, withholding pension and other benefit payments, and suspending union recognition agreements; and

WHEREAS, The City of Chicago condemns these practices as an affront to the efforts by South African trade unions to protect and advance the basic human rights of South African workers; and

Page 18074 -- by inserting the following language immediately below the twenty-third line from the top of the page:

WHEREAS, The City of Chicago hereby urges, encourages and recommends that all companies effecting withdrawal from South Africa give advance notice to all South African employees and their respective employee organizations of termination of investment or withdrawal of operations not less than six months prior to such termination, and engage in good faith negotiations with representative trade unions regarding the terms of termination, including but not limited to, pension benefits, the relocation of employees, the continuation of union recognition agreements, severance pay, and the acquisition of the terminated business or business assets by employees or representative worker organizations; and

The motion to correct *Prevailed*.

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Alderman T. Evans moved to *Correct* said printed Official Journal as follows:

Page 18821 -- by deleting the numerical address "4102" appearing on the sixth and tenth lines from the top of the page and inserting in lieu thereof, the numerical address "4100".

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal as corrected and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

Alderman Laurino moved to *Correct* said printed Official Journal as follows:

Page 18723 -- by deleting the word "North" appearing on the second line from the bottom of the page and inserting in lieu thereof the word "South".

The motion to correct *Prevailed*.

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(February 7, 1990).

Alderman Laurino moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, February 7, 1990, as follows:

Page 11535 -- by inserting the language " -- for public benefit" immediately after the phrase "handicapped loading zone" appearing on the eleventh line from the bottom of the page.

The motion to correct *Prevailed*.

#### JOURNAL CORRECTIONS.

(April 25, 1990).

Alderman Banks moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, April 25, 1990 as follows:

Page 15201 -- by inserting the following language immediately below the fourth line from the bottom of the page:

Plan of Development attached to this ordinance reads as follows:

*Residential-Business Planned Development No. \_\_\_\_\_*

*Plan Of Development*

*Statements.*

1. The entire tract of real property (exclusive of the METRA Property hereinafter defined) located within the Planned Development Boundary as shown on the Property Line Map and Right-Of-Way Adjustments Map attached hereto and consisting of approximately 3,060,144 Gross Square Feet, portions of which are located at grade level and portions of which are located at Plaza Level as hereinafter defined (the "Property") is hereby designated a Residential-Business Planned Development. Central Station Limited Partnership, an Illinois limited partnership (the "Applicant"), controls the Property for purposes of the Chicago Zoning Ordinance.

Legal title to that portion of the Property (the "1304 South Indiana Avenue Parcel") bounded by East 13th Street on the north, East 14th Street on the south, South Indiana Avenue on the east and the alley to the west of South Indiana Avenue on the west, is held by Chicago Title and Trust Company, as Trustee under Trust Agreement dated June 27, 1989 and known as Trust No. 1093252. The 1304 South Indiana Avenue Limited Partnership, an Illinois limited partnership, and Forest City Central Station, Inc., an Ohio corporation, are the sole beneficiaries of said trust. Applicant is the authorized agent of the owner of the 1304 South Indiana Avenue Parcel for the purpose of submitting the Application and this Planned Development.

Legal title to the remainder of the Property, exclusive of public rights-of-way (the "Remaining Property"), is held by Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 1, 1917 and known as Trust No. 7024. The Illinois Central Railroad Company, a Delaware corporation, is the sole beneficiary of said trust. The Applicant is the successor-in-interest to the purchaser under a purchase contract by which the Illinois Central Railroad Company has agreed to sell its interest in the Remaining Property. The Applicant is the authorized agent of the owner of the Remaining Property for the purpose of submitting the Application and this Planned Development.

Certain portions of the Property as depicted in the Air- Rights Parcels Exhibit attached hereto (the "Air-Rights Parcels") consist of air

rights. The property located below the Air-Rights Parcels (the "METRA Property") is not included within this Planned Development.

2. This Planned Development consists of: (1) these Statements; (2) the following attachments (the "Attachments"): (i) Zoning District and Preferential Streets Map; (ii) Property Line Map and Right-Of-Way Adjustments Map; (iii) Subareas and Generalized Land Use Map; (iv) Table of Planned Development Use and Bulk Regulations; (v) the Air Rights Parcels Exhibit; and (3) the Central Station Development Guidelines adopted by the Chicago Plan Commission on March 1, 1990, as they may be amended from time to time (the "Guidelines"), which are incorporated into and made a part of this Planned Development by reference. The Statements and Attachments shall be construed and implemented in conformance with the Guidelines. These and no other zoning controls shall apply to the Property.
3. All use and development of the Property shall conform with the provisions of the Guidelines; provided however, that in the event of any conflict between the provisions of the Planned Development and any subsequent amendment to the Guidelines, the provisions of this Planned Development shall govern. The Property is divided into three Subareas, as illustrated on the Subareas and Generalized Land Use Map attached hereto, for the purpose of establishing use and density controls by Subareas. The Table of Use and Bulk Regulations and Data describes the use and density controls applicable within each subarea. For purposes of floor area controls and/or determining Floor Area Ratio ("F.A.R."), the provisions of the Chicago Zoning Ordinance shall apply, with the following exceptions:
  - (1) Grade Level and Plaza Level shall be established at the time of Master Plan Approval. Plaza Level shall be considered "Curb Level" for purposes of the Chicago Zoning Ordinance, and floor area below the Plaza Level shall not be included in calculating the total number of square feet of development permitted under this Planned Development;
  - (2) Individual development parcels may exceed the floor area controls established herein, provided that (1) the floor area controls applicable to the entire Subarea in which any development parcel is located shall not be exceeded, (2) the floor area controls applicable to the overall Property shall not be exceeded, and (3) floor area controls established by any Master Plan in accordance with this Planned Development shall govern;
  - (3) Floor area (for determining the total number of square feet of development permitted under this Planned Development,

and for determining F.A.R. and off-street parking and loading requirements) shall not include any space devoted to mechanical equipment (including, without limitation, heating, ventilation and air conditioning equipment) where such space occupies the entire floor of any structure or consists of more than 5,000 square feet of contiguous floor area.

4. Uses of the Property which are permitted by this Planned Development shall be residential uses, office uses (business or professional), exhibition uses, institutional uses, and retail and commercial uses. Retail and commercial uses shall mean (a) all uses which are permitted uses within the C3-5 Zoning District other than residential, office, exhibition and institutional use, and (b) uses listed as special uses within the C3-5 Zoning District if such uses are determined at the time of Master Plan approval to be designed, located and proposed in a manner which will not have an adverse impact on public health, safety or welfare. In addition, the following structures and uses shall also be permitted: (1) Earth station receiving and transmitting dishes, satellite dishes, earth station antennae, microwave relay dishes and transmitting or receiving dishes; (2) Railroad rights-of-way and uses; (3) Motor vehicle rental and related operation and maintenance facilities including, without limitation, service stations, auto laundries and underground storage tanks; (4) District and central heating and cooling systems and related equipment and appurtenances, such as boilers, turbines, chillers, and piping for distribution and exhaust; (5) Petroleum underground storage tanks; (6) Day care facilities; and (7) Dwelling units below the second floor of buildings. All structures and uses shall be designed, located, and operated in accordance with the provisions of the applicable Master Plan. Any Master Plan may include such conditions on the design, location or operation of any allowable structures or uses as may be appropriate or necessary to implement the intent of this Planned Development and the Guidelines.
  
5. The maximum allowable height of any structure upon the Property shall conform with the Guidelines and shall also be subject to the following:
  - (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, 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.

6. Open space and public parks upon the Property as identified in the Guidelines shall be addressed in applicable provisions of the Master Plans. In addition and in accordance with the Guidelines, the applicant shall promptly upon completion of the Roosevelt Road extension from Michigan Avenue to its intersection with Columbus Drive and completion of the Columbus Drive extension to its intersection with 14th Street (all as contemplated in the Guidelines), convey and dedicate or cause the conveyance and dedication to the Park District, free and clear of all improvements and encumbrances (other than the standard exceptions contained within the standard owner's title policy issued by Chicago Title Insurance Company) of any kind whatsoever, that approximately 70,000 square foot parcel which is located north of Roosevelt Road between Michigan Avenue and Columbus Drive and which is necessary to complete the southern portion of Grant Park as provided by the Guidelines which parcel is owned by Chicago Title & Trust Company as Trustee under Trust Agreement dated May 1, 1917 and known as Trust No. 7024. However, that parcel shall be conveyed and dedicated to the Park District prior to the completion of said roadway extensions upon provision to applicant of written binding commitments accompanied by a timely schedule for complete construction of all the aforementioned street improvements, which commitments shall be in such form and text and from such parties and/or governmental authorities as demonstrated with reasonable certainty the construction and completion of the aforesaid street improvements. Further, the applicant commits to keep said property free and clear of all temporary or permanent structures, other than temporary construction related facilities or temporary surface parking facilities, and of all development whatsoever, except for public facilities as may be agreed to from time to time by the applicant, the City and the Park District. Within ninety (90) days following adoption of this Planned Development, the applicant and the City shall enter into an agreement which reflects the foregoing in a form reasonably acceptable to the City's Corporation Counsel and the applicant. The agreement shall provide that the City is entitled to the remedy of specific performance or any other remedy provided by law to insure the applicant's performance under said agreement.

Applicant shall reserve all that portion of the Property east of Columbus Drive proposed to be or actually extended south to 16th Street as open space in accordance with the Guidelines. Furthermore, applicant shall properly offer for dedication to the City (or other relevant public agency) said Property or any portion thereof at such time as such dedication is requested by the City in order to

accommodate the relocation of portions of Lake Shore Drive as contemplated by the Guidelines as defined herein.

7. Each year, no later than each anniversary date of the adoption of this Planned Development, the applicant shall file an Annual Development Report with the Commissioner of the Department of Planning (the "Commissioner"). The report shall, at a minimum, contain the following information related to the Property:
  - (1) The number of square feet of construction completed, under construction or approved for construction, identifying also the type of use and location;
  - (2) Percentage occupancy of each structure;
  - (3) Construction/development anticipated within the following year;
  - (4) Status of all public improvements; and
  - (5) Traffic Mitigation Report which shall contain a report and analysis of traffic volumes and public transportation use upon the Property in accordance with traffic analysis industry standards.
8. The applicant or its successors, assigns or grantees shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development, including those required by Statements 11, 12 and 13 of this Planned Development also including such City Council approvals as may be mandated by the Municipal Code of Chicago.
9. (a) The Property which is the subject of this Planned Development is a large tract of land located within the City's South Loop area and is currently mostly vacant. Few, if any, public improvements and services (the "Public Improvements") such as roads, utilities and parks as hereinafter provided exist upon or near the Property to serve the development contemplated by this Planned Development.

The applicant and the City acknowledge that the development of the Property contemplated by this Planned Development necessitates that Public Improvements must exist in order to accommodate the expected impact of such development on the public health, safety and welfare. The applicant further acknowledges that this Planned Development is adopted based upon the City's requirement that development of the Property or portion thereof shall be allowed only if, and to the extent that, such development is accompanied by the necessary Public Improvements as provided for hereinafter.

The description of the Public Improvements necessary or appropriate in connection with construction or development upon the Property, including the type, location and extent of such Public Improvements, shall be contained in the Master Plan applicable to the portion or portions of the Property upon which the construction or development is to be undertaken. Public Improvements appropriate to the area for which a Master Plan has been submitted shall include the following:

- Public roads and public roadway-related improvements including, without limitation, existing street widening, curbs, gutters, sidewalks, streetlights, street furnishings and appurtenances;
- Public transportation facilities, easements, rights-of-way, etc.;
- Public and quasi-public utilities, including without limitation, electric, telephone, gas, other energy-related facilities, water supply, storm water runoff facilities, sanitary sewer, and all lines, circuits, connectors and facilities related thereto;
- The availability by appropriate governmental agencies of police, fire, medical and emergency services and the facilities therefor and public education and library facilities to service the Planned Development;
- Public and quasi-public parks and recreational areas and open spaces such as McFetridge Park, 15th Street Neighborhood Park and Columbus-Lake Shore Drive Park, as said parks are described by the Guidelines. The aforesaid specifically named three (3) parks shall be constructed and dedicated to the Chicago Park District at such time as shall be provided by an approved Master Plan covering that portion of the Property where such park is located. Other parks and open spaces shall be constructed and where appropriate, dedicated to a public entity as shall be provided by the applicable Master Plan.

The Master Plan may also include without limitation:

- Description of the type, amount, extent and location of construction or development of the Property which may be conditioned upon the completion and availability of specified Public Improvements;



- Requirements that the construction and installation of such Public Improvements shall be in accordance with all applicable laws, including the requirements and standards of any affected public agency; and
- Requirement that the owner of the Property upon, under, over or across which such Public Improvements or services may be constructed, installed or maintained shall dedicate such property or grant such easements and licenses to the public as may be necessary or appropriate in connection therewith.

No Part II Approval, as defined in paragraph 13 hereof, or occupancy permits shall be granted or issued unless the Public Improvements specified in the applicable Master Plan as necessary or appropriate to accommodate such construction or development are in place and available for use or are otherwise committed and in compliance with a schedule for commencement and completion as specified by the Master Plan.

(b) The applicant and the City anticipate the use of public funds or public financial participation for certain infrastructure improvements, which may include among other things, the Public Improvements discussed above, within or in the vicinity of the Property. Therefore, the City will use its best efforts, solely to the extent it deems appropriate, to evaluate the appropriateness of using public funds for the aforesaid Public Improvements.

In the event that the City determines such public funding to be appropriate, the City and the applicant will use their best efforts to cooperate in the consideration of entering into an Infrastructure Phasing Agreement or other agreement which will address the schedule and manner in which those public funds are to be used or public financial participation is to be applied and may also address other tax incentives from other governmental bodies and coordinate those programs with infrastructure improvements. Said agreement may also address implementation of public and private improvements, land acquisitions, dispositions, additional traffic mitigation activities and other matters related to the orderly development of the Property so long as said agreement is not inconsistent with this Planned Development, in particular the Guidelines and any approved Master Plans.

Notwithstanding the above, this Statement does not constitute a public financing commitment by the City for any of the infrastructure improvements nor does it constitute a commitment by the City to execute any agreement for such funding.

The applicant shall be allowed to develop the Property in accordance with all other applicable terms and provisions of this Planned Development including but not limited to the provisions of Statement 9(a) hereof, whether or not such an Infrastructure Phasing Agreement or other agreement is executed by the applicant and the City, or whether or not public funds or public financing participation of any kind is obtained or available.

Any infrastructure costs advanced by the applicant prior to an execution of the Infrastructure Phasing Agreement and prior to the granting of any forms of tax relief or tax increment financing shall not impair the applicant's eligibility to request such forms of relief from local, state or federal agencies or impair the applicant's ability to request reimbursement from said agencies for costs advanced by the applicant; provided however

that such relief, reimbursement and requests are not in conflict with any applicable laws.

10. The total of square feet of development under this Planned Development has been fixed based upon the applicant's commitment to a program which promotes the use of public transportation facilities in preference to the use of private automobiles as reflected in the Guidelines. The Master Plan shall provide, if and when appropriate in connection with development of all or any portion of the Property, as and when such portions are developed, that the applicant shall:
  - a. Dedicate such property and grant such easements and licenses to the public as may be necessary, appropriate and reasonable to accommodate the expansion of public transportation facilities through or within the boundaries of the Property, if the location and operation of such facilities are consistent with the Guidelines.
  - b. Construct or cause the construction of public bus facilities where appropriate and reasonable; provided that appropriate public agencies have reasonably demonstrated that a need for such facilities exists in connection with the subject development. The foregoing shall include bus turn-around areas and bus shelters, where appropriate, in order to enhance and extend public bus service throughout the Property; provided, however, that applicant shall not be obligated to provide more than five (5) bus shelters. Additional bus shelters may be required in connection with development which exceeds 17,250,000 square feet in the aggregate or 4,000,000 square feet of office use, provided that need is established.

- c. Provide or cause the provisions of express bus service between Union Station and Northwestern Station to and from the Property during A.M. and P.M. rush hour periods when office development upon the Property has exceeded 250,000 square feet unless the applicant reasonably demonstrates that a sufficient demand for such service does not exist and such services shall be provided and/or restored when and if such demand occurs or reoccurs.
  
- d. Establish and maintain a transportation management program intended to reduce the use of private automobiles by office employees traveling to and from the Property. Such a program shall, at a minimum, include the following:
  - (i) Creation of a traffic management association or similar organization, whose purpose will be to implement a traffic management plan for the office development portion(s) of the Property utilizing the following devices:
    - all owners or tenants of property containing office space will be required to maintain membership in this association and may be assessed to support said association.
    - the association will retain a Transportation Coordinator either as an employee or as a consultant.
    - the association and the Transportation Coordinator shall design and implement the traffic management program, (taking into account all development within the property boundaries) working with all appropriate groups, including on-site owners, tenants and residents.
    - the association will report in the form of a Traffic Mitigation Report on the condition and characteristics of the plan and related programs to the appropriate local governmental body or designated agency on a regular basis but at least annually.
  
  - (ii)
    - implementation of a ride-sharing program for employees.

- implementation of programs for car-pooling or van-pooling.
- implementation of a transit service awareness program which promotes the use of public transportation.
- implementation of a program to encourage and accommodate non-motorized commuting (bicycle and pedestrian).
- promotion of "variable working hours" programs among the various employers at Central Station as feasible.

The Master Plan shall provide that where development of the Property exceeds a total of 17,250,000 square feet of floor area (consisting of any use or uses) or 4,000,000 square feet of office floor area, if and when appropriate in connection with development of all or any portion of the Property, that the applicant shall:

- (i) Dedicate such property, grant such easements and licenses to the public or M.E.T.R.A. as may be necessary or appropriate and reasonable to accommodate the relocation of the existing M.E.T.R.A. station to a location proximate to Roosevelt Road as contemplated by the Guidelines.
- (ii) Make provision within a building to be developed on the Property in the vicinity of Roosevelt Road and Columbus Drive as contemplated in the Guidelines, for an uncompleted "shell" space which is capable of accommodating complete construction by M.E.T.R.A. or others of facilities for the installation and operation by M.E.T.R.A. of a newly relocated M.E.T.R.A. station.
- (iii) Construct or cause the construction, in cooperation with the City and in compliance with all applicable laws and regulations, of such improvements along the pedestrian walks on both sides of Roosevelt Road between State Street and Columbus Drive as may be necessary or appropriate to promote and enhance the use by pedestrians of the Roosevelt Road/State Street C.T.A. facility, providing such improvements shall be limited to enhancements to work to be performed by the City or other governmental agencies and shall be limited generally to paving, landscaping, lighting and signage. This obligation need not be undertaken by applicant until the aggregate development of the Property has reached 17,250,000 square feet notwithstanding the amount of office floor area developed.

- (iv) Dedicate such property, grant such easements and licenses as may be necessary, appropriate and reasonable to accommodate the extension of a Central Area Circulator through or within the boundaries of the Property; provided that this provision is made by others to extend the Circulator to the Property boundaries, and provided further that the route will be designated so that it does not unreasonably interfere with the proposed Planned Development.
11. All development upon the three subareas of the Property shall occur in substantial conformance with one or more Master Plans approved as authorized and provided for in this Statement. No application for Site Plan approval (as provided for by Statement 12 hereof) nor for Part II Approval (as described by Statement 13 hereof) shall be granted until and unless the property subject to such application is contained within the boundaries of an approved Master Plan. Master Plans are intended to implement the provisions of this Planned Development and, following approval as provided herein, shall have the same force and effect as this Planned Development. The Chicago Plan Commission shall be responsible for the review, approval or disapproval of Master Plans in the manner provided herein. Applications for Master Plan approval shall be filed with the Department of Planning and the Department of Planning shall prepare and file a written report in accordance with the provisions hereof. The Plan Commission, as well as the Department of Planning, may adopt such rules or procedures as either finds appropriate to carry out their respective responsibilities under this Planned Development.

All or any portion of the Property may be submitted for Master Plan approval at any time, separately or in any combination; provided, however, that Master Plan approval shall not be granted for less than a ten-acre contiguous area.

After submission of an application for Master Plan approval, together with all required documentation hereinafter described, a Master Plan shall be considered for approval by the Plan Commission in a public meeting. Such meeting shall be held only following (1) the publication of adequate notice thereof in the manner provided for in Section 11.11-3 of the Chicago Zoning Ordinance and (2) the filing with the Plan Commission of a written report prepared by the Commissioner which shall include the Commissioner's findings and recommendations with regard to the proposed Master Plan. The Commissioner's report, together with the Master Plan substantially in the form to be acted upon by the Plan Commission, shall be made available to the general public 5 days before the Commission

meeting. Said public meeting shall be held within 90 days following the filing of a complete application for Master Plan approval. An application shall be complete when all materials necessary for review and approval have been submitted. The Commissioner or the Applicant may elect to extend the aforesaid ninety (90) day period where appropriate, for not to exceed one (1) period providing that such extension period does not exceed thirty (30) days. The Commission shall make a determination within the time hereinabove prescribed or as may be extended. The City and the Applicant shall cooperate to process the consideration of approval of any Master Plan in an expeditious manner. Failure of the Commission to make a determination within the time hereinabove prescribed shall be deemed a disapproval. The decision of the Plan Commission on a Master Plan shall be final.

The Plan Commission shall approve any Master Plan if the Commission finds the following:

- (a) The proposed Master Plan is consistent with the Guidelines and this Planned Development; and
- (b) After giving due consideration to the guidelines contained in Section 11.11-2 of the Chicago Zoning Ordinance, the proposed Master Plan would have no adverse impact on the public health, safety or welfare; and
- (c) The proposed Master Plan conforms with the fourteen basic policies and the thirteen basic purposes of the Lake Michigan and Chicago Lakefront Protection Ordinance.

No Master Plan shall be approved unless the Applicant and the subject Property are in compliance with the provisions of this Planned Development, including but not limited to all other previously approved Master Plans, Site Plans or Part II Approvals or any agreements entered into with the City as part of or in furtherance of this Planned Development. Following Master Plan approval, Master Plans shall be kept on permanent file with the Department of Planning.

Changes or modifications to an approved Master Plan may be approved by the Commissioner provided that such changes are minor in nature and that the Master Plan as so changed remains consistent with the Guidelines. In the event of any inconsistency between an approved Master Plan or any permitted modifications thereto and the terms of this Planned Development in effect at the time of approval of such Master Plan or of the modification thereto, then the terms of this Planned Development shall govern.

Master Plans may include both narrative and graphic information. A Master Plan shall demonstrate in detailed fashion the parameters for all future development within the boundaries of the Master Plan. Said parameters shall be arranged and depicted in such format and manner as the Commissioner reasonably determines to be appropriate in order to best facilitate the administration of the development approval of the subject property. The information and documentation contained within a proposed Master Plan shall, at a minimum, address each of the following considerations:

(1) Site conditions

Utilities

Grading/Drainage

Easements and Rights-of-way

Development parcel boundaries/layout of blocks and street grid

(2) Use Controls

Density

Type

Location

Ground Floor Uses/Upper Floor Uses

(3) Vehicular Circulation

Street Layout (Public and Private)

Parking

Curb-Cuts

Loading Docks

Number of Parking/Loading Spaces Required

- (4) Pedestrian Circulation
  - Building Entrances
  - Easements
  - Arcades
  - Criteria for Street Furniture, Paving, Lighting, Character
  
- (5) Bulk
  - Density
  - Streetwall, Building Heights and Building Setbacks
  - View Corridors
  - Shadow Zones
  - Lot Coverage
  - Floor Area Ratios
  - Criteria for Lot Area Per Dwelling Unit
  
- (6) Architectural Features
  - Materials
  - Expression Lines
  - Signs and Lighting
  
- (7) Open Space
  - Use, Size, Location and Character
  - Surface Treatment, Paving, Landscaping
  - Furnishings, Benches, Fountains and Artwork
  
- (8) Building Energy Efficiency Standards
  - Lighting



Building Envelope

Building Orientation

- (9) Compliance With Applicable Governmental Requirements
- (a) Information and documentation necessary or appropriate to demonstrate compliance with all applicable provisions of the Guidelines and the Planned Development.
  - (b) Information, documentation and studies if any are necessary or appropriate (such as those items described as supplemental submittals by the Chicago Department of Planning Planned Development Handbook adopted March 16, 1989) to demonstrate that the proposed development will not harm public health, safety or welfare in light of the considerations contained in Section 11.11-2 of the Chicago Zoning Ordinance and to demonstrate that the proposed development is compatible with any previously approved Master Plans.
  - (c) Information, documentation and studies if any are necessary or appropriate to demonstrate compliance with the Policies and Purposes of the Lake Michigan and Chicago Lakefront Protection Ordinance.
  - (d) Description of public improvements and services necessary or appropriate in connection with construction or development within the boundaries of the Master Plan and any conditions thereto, as provided by paragraph nine (9) of this Planned Development.
  - (e) Description of the undertakings required of the applicant for traffic mitigation as provided by Statement ten (10) of this Planned Development.

12. Following Master Plan approval as provided above, all Site Plans for proposed development on property within the area covered by the applicable Master Plan shall be submitted to the Commissioner for Site Plan approval. Site Plan approval is intended to assure that specific development proposals conform with the applicable approved Master Plan and with this Planned Development and to assist the

City in monitoring on-going development. A Site Plan may be submitted for all or any part of the Planned Development provided that all such submissions are for property within an area covered by an approved Master Plan. No Part II Approval (as described by Statement 13 hereof) shall be granted until an applicable Site Plan has been approved.

If a Site Plan substantially conforms with the applicable approved Master Plan and with the other provisions of this Planned Development, the Commissioner shall approve said Site Plan and shall issue written approval thereof to the applicant for such Site Plan approval within sixty (60) days of submission of the completed application. If the Commissioner determines within said sixty (60) day period that the Site Plan does not substantially conform with the applicable approved Master Plan and with the other provisions of this Planned Development, the Commissioner shall advise the applicant for such Site Plan approval, in writing, regarding the reasons for such adverse determination. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make his final determination, in writing, to the applicant for such Site Plan within said period. Failure of the Commissioner to make a determination within the time hereinabove prescribed shall be deemed a disapproval. Following approval of a Site Plan by the Commissioner, the Site Plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

Changes or modifications to Site Plans may be made after approval of the Commissioner, so long as the Site Plan, as so changed or modified, substantially conforms with the approved applicable Master Plan and with the other provisions of this Planned Development. In the event of any inconsistency between an approved Site Plan or any permitted modifications thereto and the terms of the Master Plan in effect at the time of approval of such Site Plan or of the modification thereto, then the terms of the Master Plan shall govern.

Site Plan shall, at a minimum, 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. Floor Area and Floor Area Ratio as represented on submitted drawings
  - Lot coverage as represented on submitted drawings
  - Number of parking spaces provided
  - Number of loading berths provided
  - Uses of development parcel
    - Parameters of the building envelope including:
      - Maximum building height
      - Vertical setbacks, if any.

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable approved Master Plan and with the other provisions of this Planned Development.

13. Following Master Plan approval and Site Plan approval as set forth above, construction plans relating to development of a specific site or development parcel(s) may be submitted to the Commissioner for approval pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II Approval").
14. This Planned Development shall be subject to all applicable federal and state laws and regulations regarding environmental quality.
15. The Applicant and the City shall be subject to the existing "Rules, Regulations and Procedures Related to Planned Development Amendments" dated March 16, 1989 as promulgated by the Commissioner of the Department of Planning.

16. The Property is subject to certain of the provisions of an ordinance passed by the City Council of the City of Chicago on July 21, 1919 entitled "An Ordinance for the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain of the Lines of the Illinois Central and Michigan Central Railroad Companies within the City; and Development of the Lake Front" as the same may have been from time to time amended (the "1919 Ordinance"). If the 1919 Ordinance is inconsistent with this Planned Development or any applicable approved Master Plan, then to the extent authorized by law the City shall take all necessary action to adopt such amendments to the 1919 Ordinance as may be necessary or appropriate to make the 1919 Ordinance consistent with any such Master Plan approved for the Property within 60 days following Plan Commission approval of each Master Plan.
  
17. Within five (5) years of the effective date of this Planned Development, the applicant, its successors or 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 Planned Development, 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 Planned Development, 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 a total of 5,000,000 G.S.F. improvements within twenty (20) years of the effective date of this Planned Development. 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 being improved 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 governmental restriction on development. Each of the above compliance periods is subject to two (2) one (1) year extensions upon application to the Commissioner. 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 total number of square feet of development permitted under this Planned Development shall not exceed 17,250,000 square feet (7.30 F.A.R.). Notwithstanding the

above stated requirement of the commencement of construction within 5 years following the adoption of this Planned Development, the total number of square feet of development permitted under this Planned Development will be restored to 19,485,000 square feet (8.25 F.A.R.) if the applicant, its successors or assignees meets the 500,000 square foot requirement within 10 years of the effective date of this Planned Development.

18. A district heating-cooling feasibility study will be completed by the applicant prior to approval of the first Master Plan, but no later than September 30, 1990. Such study, which shall be made available for use by the City, shall at a minimum address the following: existing proximate heat sources, environmental and legal concerns, potential relationships with existing utilities, regulatory issues, comparable systems, system staging and options, system costs, and implementation.
19. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the successors and assigns of the applicant and the Property's owners of record title. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property and all portions thereof shall, throughout the period this Planned Development is in effect, be held under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the affected property owner or owners (provided, however, that nothing herein shall be construed to mean that any owner of the Property or any portion thereof is relieved of any obligation hereunder or any rights in relation thereto, or may not receive directly such communications or is not subject to City action pursuant to this Planned Development) and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the Property. Nothing herein shall, however, prohibit or in any way restrict the alienation, sale, or any other transfer of all or any portion of the Property or any rights therein.
20. This Planned Development is intended to include in its entirety, the terms and provisions of Statement 11 hereof and Statement 11 is not intended to be severable from this Planned Development. Accordingly, if Statement 11 of this Planned Development or any portion thereof or any other provisions of this Planned Development

the terms and conditions of Statement 11, or any portion thereof, shall to any extent be found to be invalid, void or unenforceable by any court having proper jurisdiction, then this Planned Development shall in its entirety be deemed invalid, void and unenforceable, ab initio with respect to any portions of the Property which remain undeveloped or unimproved with any principal structures and also with respect to any rights, duties and obligations created by this Planned Development as said rights, duties and obligations relating to such portions of the Property. Property shall be considered to be developed or improved with principal structures if a proper building permit for any portion of said structures has been issued and remains in force or construction has been commenced. Said undeveloped or unimproved portions of the Property shall thereafter, without further City Council action, revert to the zoning district classifications applicable immediately prior to the adoption of this Planned Development.

[Preferential Streets Map, Property Line Map and Right-Of-Way Adjustments Map, Subareas and Generalized Land-Use Map, Air Rights Parcels and Table of Use and Bulk Regulations and Data attached to this Plan of Development printed on pages 19915 through 19921 of this Journal.\*]

The motion to correct *Prevailed*.

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(June 27, 1990)

Alderman Shiller moved to Correct the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, June 27, 1990 as follows:

Page 17182 -- by deleting the address "2507 North Greenview Avenue" appearing on the third and eleventh lines from the bottom of the page and inserting in lieu thereof the address "4303 North Kenmore Avenue".

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\*Page numbers are for reference purposes only and do not correspond to Council Journal of Proceedings of April 25, 1990.

The motion to correct *Prevailed*.

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**UNFINISHED BUSINESS.**

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RE-ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTY AT 3008 -- 3018 WEST  
WASHINGTON BOULEVARD.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Housing, Land Acquisition, Disposition and Leases, deferred and published in the Journal of the Proceedings of July 12, 1990, pages 18386 and 18387, recommending that the City Council pass a proposed ordinance authorizing the re-acceptance of a bid for the purchase of city-owned vacant property at 3008 -- 3018 West Washington Boulevard.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

(Continued on page 19922)

**Table of Use and Bulk Regulations and Data  
(Page 1 of 3)**

SUBAREA	A	B	C	TOTAL
NET SITE AREA-sq. ft.	860,066	1,002,970	500,514	2,363,550
acres	19.74	23.03	11.49	54.26
MAX. F.A.R.	10.76	6.42	7.59	8.2
PERM. FL. AREA SQ. FT.	9,250,000	6,435,000	3,800,000	19,485,000
MAX. RES. UNITS	3,000	5,500	2,000	9,500
MAX. HOTEL ROOMS	2,500	1,320	2,500	3,500
MAX. OFFICE SQ. FT.	7,500,000	600,000	3,000,000	7,500,000
MAX. RETAIL AND COMMERCIAL SQ. FT.	500,000	200,000	500,000	1,000,000
MAX. EXH., MART, INST.	1,000,000	-0-	2,000,000	3,000,000
Gross Site Area (3,060,144 sq. ft. or 70.25 ac) = Net Site Area				
(2,363,550 sq. ft. or 54.26 ac) + Area in or Proposed to be Public				
Right-Of-Way (696,594 sq.ft. or 15.99 ac)				



**Table of Use and Bulk Regulations and Data  
(Page 2 of 3)**

The total number of square feet of development permitted under this Planned Development shall be fixed at 19,485,000 square feet, and the total number of square feet developed under this Planned Development shall not exceed 19,485,000 square feet of development except as limited by paragraphs 10 and 17 hereof. Notwithstanding a reduction in Net Site Area which results from an increase in the size of publicly-dedicated open area or rights-of-way contemplated by this Planned Development or any Master Plan, the total number of square feet of development permitted under this Planned Development shall not change.

The minimum required parking for residential uses is 0.55 spaces/unit.

The minimum required parking for office use is 0.7 spaces/1,000 square feet.

The minimum required parking for hotel uses is 0.25 spaces/room.

The minimum required parking for retail and commercial uses is 0.4 spaces/1,000 square feet if retail uses are less than 5% of total developed floor area and 2.9 spaces/1,000 square feet if retail uses exceed 5% of total developed floor area.

The minimum required parking for exhibition, institutional, mart uses is 0.65 spaces/1,000 square feet.

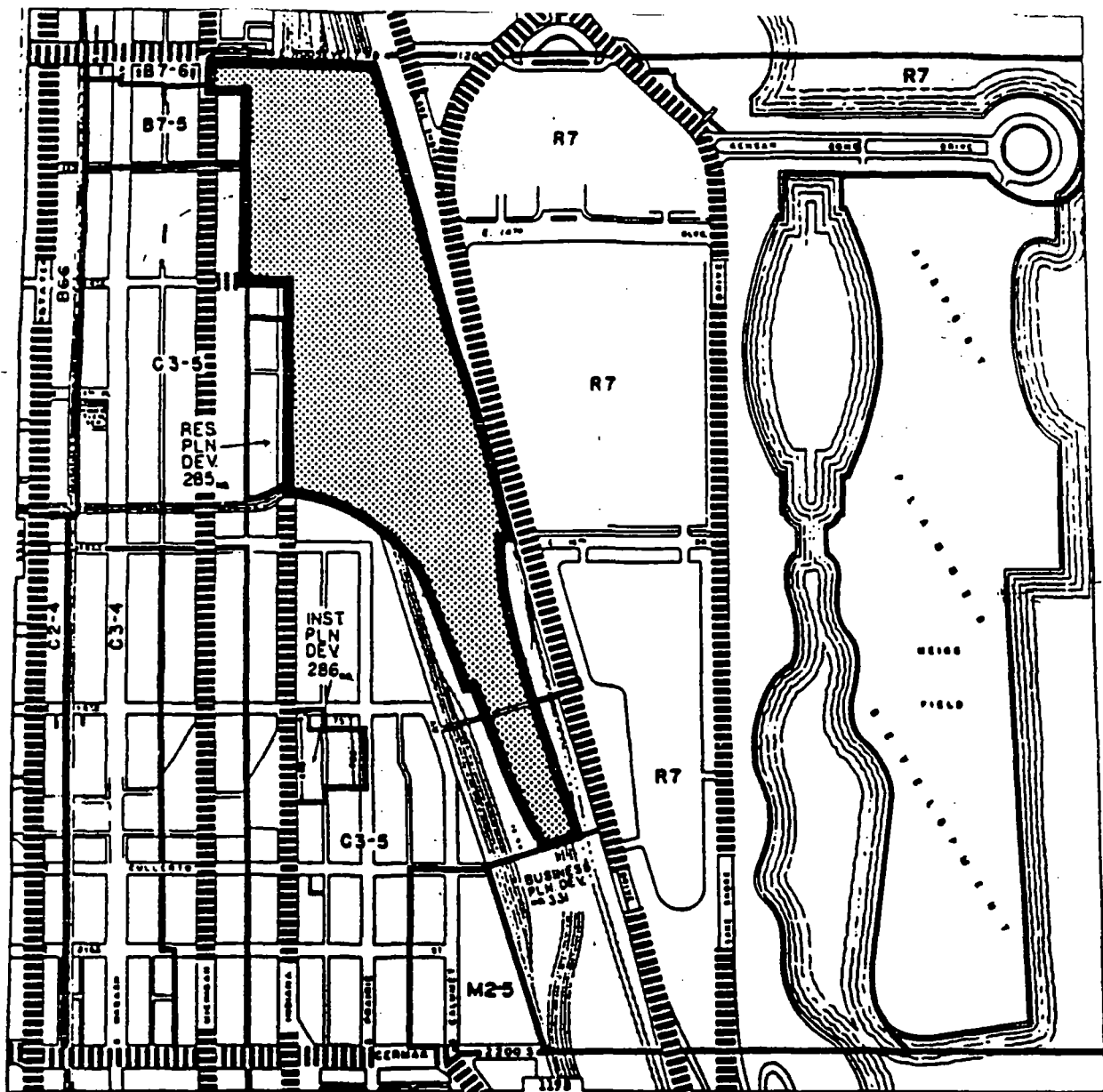
Minimum peripheral setback may be determined by Master Plan.

Open space required: 20% of Net Site Area.

**Table of Use and Bulk Regulations and Data  
(Page 3 of 3)**

Notes:

1. Development of air-rights parcels with frontage on Columbus Drive between 14th Street and 16th Street shall be restricted to residential, local retail and related uses. Office and related uses on any property between 14th Street and 16th Street shall be restricted to parcels fronting 14th Street between Indiana Avenue and Columbus Drive. Local retail uses shall be permitted along Indiana Avenue between 14th Street and 15th Street.
2. The maximum residential floor area for project: 10,450,000 square feet. Dwelling units figured at 1,100 square feet/unit.
3. The maximum hotel floor area for project: 1,925,000 square feet. Rooms figured at 550 square feet/room.
4. Hotel floor area, where permitted, may be converted to residential floor area in any subarea at the ratio of 1 : 1.
5. Office uses include office and related uses.
6. Dwelling units shall be permitted in all subareas of this Planned Development.
7. Off-street loading shall be provided in accordance with the requirements of the C3-5 Commercial Manufacturing District.
8. In the event that a certificate of occupancy has been issued for any portion of the METRA property exceeding 250,000 square feet which is developed with any use which utilizes floor area (as floor area is defined by the Chicago Zoning Ordinance for the purpose of determining Floor Area Ratio) save and except that property which is presently developed with a METRA facility or shall be developed with a METRA facility which is a continuation of the present use, then the maximum allowable floor area pursuant to this Planned Development shall be reduced by the number of square feet of floor area which is equivalent to the floor area for which said certificate in excess of 250,000 square feet has been issued for the development upon the METRA property.

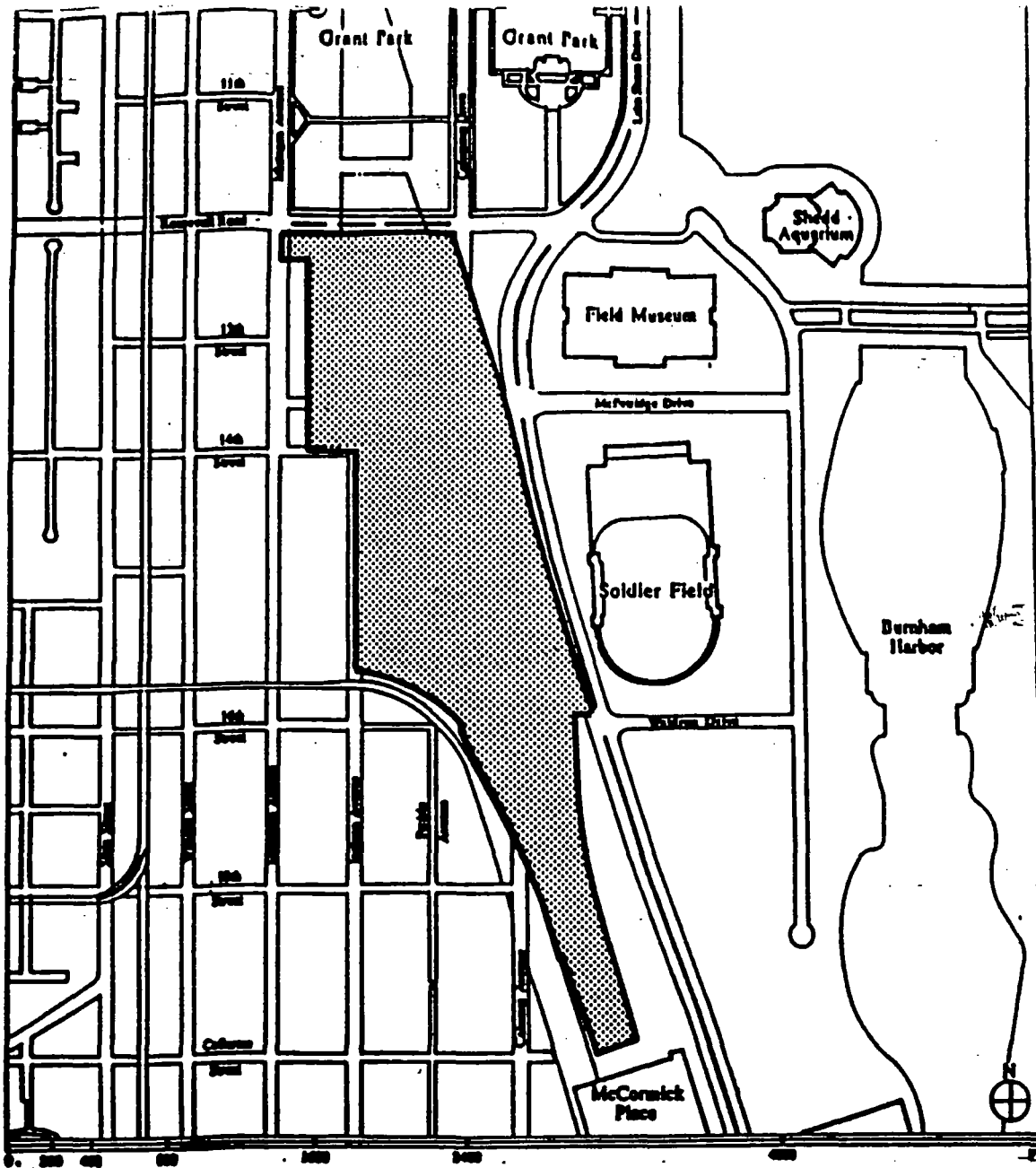


**ZONING DISTRICTS AND  
PREFERENTIAL STREETS MAP**

**Applicant:** Central Station Limited Partnership,  
an Illinois Limited Partnership  
667 North Dearborn Parkway  
Chicago, Illinois 60610

**Date:** March 8, 1990

||||| Preferential Street  
 ■■■■■ Site



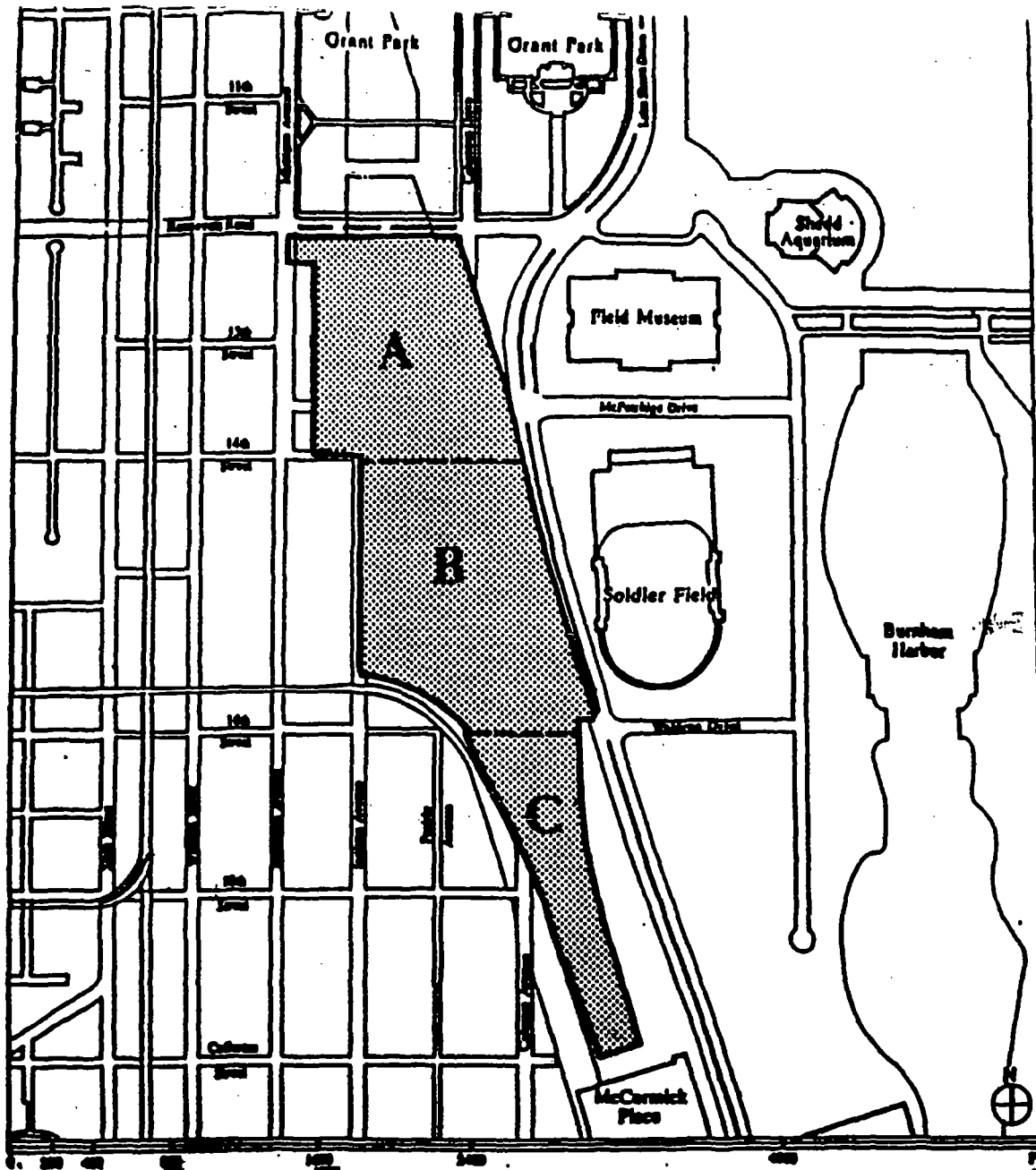
**Applicant:** Central Station Limited Partnership,  
 an Illinois Limited Partnership  
 667 North Dearborn Parkway  
 Chicago, Illinois 60610

**PROPERTY LINE MAP AND  
 RIGHT-OF-WAY ADJUSTMENTS MAP**

— PLANNED DEVELOPMENT BOUNDARY

**Date:** March 8, 1990

**NOTE:** Where the Planned Development Boundary is within the right-of-way of Michigan Avenue, said boundary line is on the centerline of Michigan Avenue. Where the Planned Development Boundary is within the right-of-way of Indiana Avenue, said boundary line is parallel to and 33 feet east of the west line of Indiana Avenue. The Planned Development Boundary along the north edge of the Property is on the south line (extended) of Roosevelt Road.




**SUB-AREAS AND  
GENERALIZED LAND-USE MAP**

**Sub-Area A- Michigan/Columbus Gateway**

**Sub-Area B- 15th/Lake Shore Area**

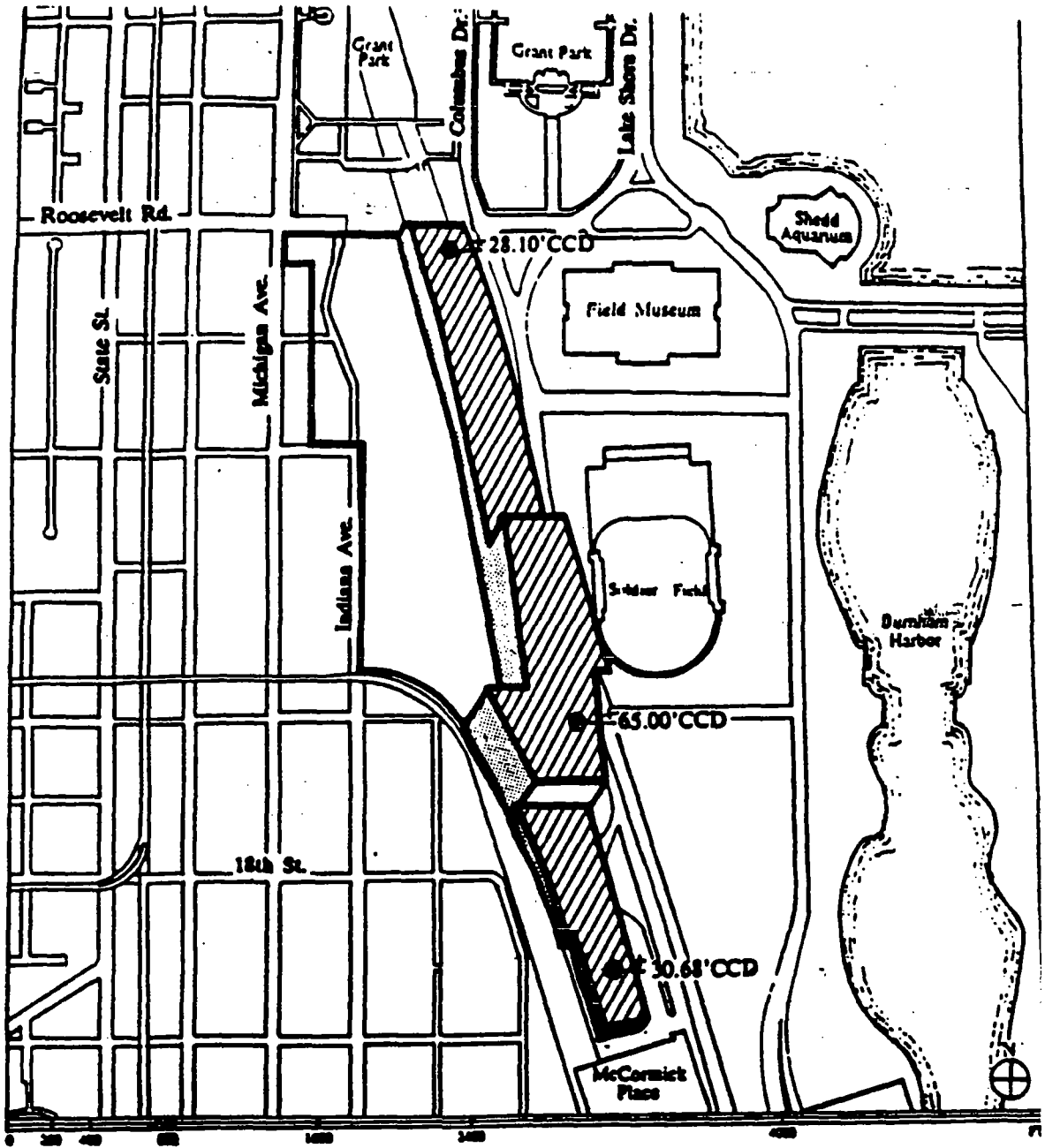
**Sub-Area C- Harbor View Area**

 **Mixed Land-Use as Described in the  
Use and Bulk Regulations Table and Notes**

**Applicant:** Central Station United Partnership,  
an Illinois United Partnership  
287 North Dearborn Parkway  
Chicago, Illinois 60610

**NOTE:** The boundary line separating  
Subareas A and B is the south  
line of 14th Street (extended)  
as shown above. The boundary  
line separating Subareas B and  
C is the south line of 16th  
Street (extended) as shown  
above.

**Date:** March 8, 1990



Applicant: **Central Station Limited Partnership,  
an Illinois Limited Partnership  
627 North Dearborn Parkway  
Chicago, Illinois 60610**

**AIR RIGHTS PARCELS**

Date: **March 8, 1990**

 **Air Rights Parcels, showing the Elevation of the Bottom Plane of Each Such Parcel**

(Continued from page 19914)

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City of Chicago hereby accepts the bid of Mt. Sinai Baptist Church, 2841 West Washington Boulevard, Chicago, Illinois 60612, to purchase for the sum of \$30,000.00, the city-owned vacant property, approved to advertise for sale pursuant to Council ordinance passed February 4, 1985, page 13386, described as follows:

Lots 130, 131, 132, 133 and 134 in Flint's Addition to Chicago, in the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3008 -- 3018 West Washington Boulevard, Permanent Tax Nos. 16-12-320-014, 015, 016 and 017)

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 \$(none) 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.

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AMENDMENT OF MUNICIPAL CODE CHAPTER 194A (CHICAGO  
ZONING ORDINANCE) VARIOUS ARTICLES, BY  
ESTABLISHING PROVISIONS ALLOWING FOR  
SUBSTITUTION OF, OR EXCEPTIONS  
TO, NON-CONFORMING TAVERN  
LICENSES.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 12, 1990, pages 18752 through 18754, recommending that the City Council pass a proposed ordinance amending Chapter 194A (Chicago Zoning Ordinance) of the Municipal Code, various articles, by establishing provisions allowing for the substitution of, or exception to, non-conforming tavern licenses.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A, is hereby amended by adding the language in italics and deleting the language in brackets in Article 6.5-4(4), as follows:

6.5-4(4) The lawfully existing non-conforming use of a building as *a* tavern in any residence district may be continued so long as the license issued for the existing tavern remains in effect. No new license shall be issued to operate a tavern in substitution for [the] *an* existing licensed tavern in a residence district *except as allowed as an exception pursuant to Article 11.7A-1, et seq.* [as allowed by the Zoning Board of Appeals as a Special Use pursuant to Sections 11.10-1, et. seq.], and further subject to all the provisions of this Article 6.

SECTION 2. That the Chicago Zoning Ordinance, Chapter 194A, is hereby amended by adding the language in italics, as follows:

*11.7A-3(7) To permit the issuance of a new license in substitution for an existing non-conforming licensed tavern in a residence district, subject to all the provisions of Article 6, and further subject to Article 11.7A-4 of this Article 11.7A.*

SECTION 3. That the Chicago Zoning Ordinance, Chapter 194A, is hereby amended by adding the language in italics, as follows:

*11.7A-4. City Council Action. (1) All exceptions approved by the Zoning Administrator pursuant to Section 11.7A-3(7) shall not be effective without a hearing before the*



*Committee on Zoning of the City Council and without being approved by the City Council. The Zoning Administrator shall transmit the resolution granting the exception without delay to the City Clerk. The City Clerk shall file all such resolutions with the City Council at its next regular meeting. The Committee on Zoning of the City Council shall hold a hearing on the resolution at such time and place as shall be determined by said committee. The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Committee on Zoning shall, by rule prescribe from time to time.*

*(2) All requests for an exception pursuant to Section 11.7A-3(7) denied by the Zoning Administrator shall be considered by the Committee on Zoning of the City Council and by the City Council, where the applicant submits a written request to the Zoning Administrator within seven days of the Zoning Administrator's decision denying the exception. In the event a written request is submitted within the time required, the Zoning Administrator shall transmit the resolution denying the exception without delay to the City Clerk. The City Clerk shall file all such resolutions with the City Council at its next regular meeting. The Committee on Zoning of the City Council shall hold a hearing on the resolution at such time and place as shall be determined by said committee. The hearing shall be conducted and a record of the proceedings shall be preserved in such manner and according to such procedures as the Committee on Zoning shall, by rule prescribe from time to time.*

SECTION 4. That the Chicago Zoning Ordinance, Chapter 194A, is hereby amended by adding the language in italics in Article 11.8-1, as follows:

11.8-1 Scope of Appeals. An appeal may be taken to the Board of Appeals by any person, firm or corporation, or by any officer, department, board or bureau aggrieved by a decision of the Office of the Zoning Administrator, *except for a decision for a request for an exception pursuant to Article 11.7A-3(7).*

SECTION 5. This ordinance shall be in full force and effect from and after its due passage.

---

ZONING RECLASSIFICATION OF AREA SHOWN  
ON MAP NUMBER 28-D.

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 July 12, 1990 pages 18755 -- 18770, recommending that the City Council pass a proposed ordinance, printed on pages 18768 and 18769, reclassifying the area shown on Map Number 28-D.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- Aldermen T. Evans, Bloom, J. Evans, Shiller -- 4.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District and M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 28-D in the area 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,

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY  
PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of July 12, 1990 pages 18755 -- 18770, recommending that the City Council pass a proposed ordinance, amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map Number 1-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by:

West Erie Street; North Halsted Street; the northerly right-of-way line of the Ohio Street Expressway; and North Milwaukee Avenue,

to those of a C1-4 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 3-G.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-5 General Manufacturing District symbols and indications as shown on Map No. 3-G in area 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,

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 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 and C2-1 General Commercial District symbols and indications as shown on Map No. 3-H in area bounded by:

West Hirsch Street; the alley next east of and parallel to North Western Avenue; West Potomac Avenue; and North Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 3-J.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-J in area 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 those of a B4-1 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 3-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-L in area 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,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 5-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 B4-3 Restricted Service District symbols and indications as shown on Map No. 5-F in the area bounded by:

West Armitage Avenue; North Lincoln Avenue; a line from a point 123 feet southeast of West Armitage Avenue along the southwesterly line of North Lincoln Avenue or the line thereof if extended where no line exists to a point of 54.52 feet east of North Sedgwick Street and 106.9 feet south of the intersection of the east line of North Sedgwick Street and the southwest line of North Lincoln Avenue; and North Sedgwick Street,

to those of a B2-3 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 5-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 M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by:

the alley next north of and parallel to West Wabansia Avenue; a line 308.28 feet east of North Hoyne Avenue; West Wabansia Avenue; and a line 176.0 feet east of North Hoyne 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 6-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 6-F in the area bounded by:

South Archer Avenue; South Canal Street; the alley next southerly of South Archer Avenue; and a line perpendicular to South Archer Avenue from a point on the southeast line of South Archer Avenue and 200 feet southwest of the intersection of South Archer Avenue and South Canal Street,

to those of a C3-5 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map Number 6-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 C4 Motor Freight Terminal District symbols and indications as shown on Map No. 6-H in the area bounded by:

a line 1,010 feet south of West Cermak Road; a line 290.77 feet east of South Paulina Street or the line thereof if extended where no street exists; a line 1,761.96 feet south of West Cermak Road; the westerly right-of-way line of South Paulina Street or the line thereof if extended where no street exists; and a line 1,210 feet south of West Cermak Road,

to those of an M3-4 Heavy 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 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 and R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by:

West Wrightwood Avenue; a line approximately 628.82 feet west of and parallel to North Racine Avenue; a line approximately 123 feet south of and parallel to West Wrightwood Avenue; a line approximately 480 feet west of and parallel to North Racine Avenue; a line approximately 183.15 feet south of and parallel to West Wrightwood Avenue; a line approximately 524.88 feet west of and parallel to North Racine Avenue; a line approximately 205.78 feet south of and parallel to West Wrightwood Avenue; a line approximately 599.99 feet west of and parallel to North Racine Avenue; a line 298.10 feet north of and parallel to West Altgeld Street; a line approximately 600 feet west of and parallel to North Racine Avenue; West Altgeld Street; the Chicago, Milwaukee, St. Paul and Pacific Railroad tracks; a line approximately 275.32 feet north of and parallel to West Altgeld Street; and a line approximately 25 feet west of and parallel to the Chicago, Milwaukee, St. Paul and Pacific Railroad tracks,

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 B4-2 Restricted Service District symbols and indications as shown on Map No. 7-G in area bounded by:



West Wolfram Street; the alley next east of North Sheffield Avenue; the alley next south of West Wolfram Street; and North Sheffield 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 8-F.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

a line 326 feet south of and parallel to West 31st Street; South Wallace Street; a line 341 feet south of and parallel to West 31st Street; and the alley next west of and parallel to South Wallace Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map 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:

a line 315 feet south of and parallel to West 36th Street; South Normal Avenue; a line 363 feet south of and parallel to West 36th Street; and the alley next west of and parallel to South Normal Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map 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:

a line 216 feet south of and parallel to West 36th Street; the alley next east of and parallel to South Parnell Avenue; a line 241 feet south of and parallel to West 36th Street; and South Parnell 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.

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*Reclassification Of Area Shown On Map Number 8-F.  
(As Amended)*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in area bounded by:

a line 236 feet north of West 37th Street; South Normal Avenue; a line 188 feet south of West 37th Street; and the alley next west of and parallel to South Normal Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*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:

a line 278 feet south of and parallel to West 38th Street; South Union Avenue; a line 308 feet south of and parallel to West 38th Street; and the alley next west of and parallel to South Union 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.

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*Reclassification Of Area Shown On Map Number 9-H.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-H in area bounded by:

the alley next north of and parallel to West Roscoe Street; a line 81 feet east of North Wolcott Avenue; West Roscoe Street; North Ravenswood Avenue; a line 50 feet south of West Roscoe Street; the alley next west of and parallel to North Ravenswood Avenue; the alley next south of and parallel to West Roscoe Street; a line 85 feet west of North Damen Avenue; West Roscoe Street; and a line 73 feet east of North Damen 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.

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*Reclassification Of Area Shown On Map Number 11-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-M in area bounded by:

a line 460.16 feet north of and parallel to West Berteau Avenue; a line 299.50 feet east of and parallel to North Mobile Avenue; a line 380.16 feet north of and parallel to West Berteau Avenue; and North Mobile Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map Number 11-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 11-M in area bounded by:

a line 139 feet north of and parallel to North Mobile Avenue; a line 299.5 feet east of and parallel to North Mobile Avenue; a line 76 feet north of and parallel to North Mobile Avenue; and North Mobile 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.

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*Reclassification Of Area Shown On Map Number 11-M.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 11-M in area 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,

to those of a B4-1 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 14-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 B2-2 Restricted Retail District symbols and indications as shown on Map No. 14-H in area bounded by:

a line 100.48 feet south of and parallel to West 58th Street; the alley next east of and parallel to South Western Avenue; a line 200.96 feet south of and parallel to West 58th Street; and South Western Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map Number 14-K.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 14-K in area bounded by:

the alley next north of and parallel to West 63rd Street; a line 57 feet west of South Knox Avenue; West 63rd Street; and a line 158 feet west of South Knox Avenue,

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 16-L.*

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-1 General Commercial District symbols and indications as shown on Map No. 16-L in area bounded by:

West 63rd Street; South Laporte Avenue; the alley next south of and parallel to West 63rd Street; and a line 82.7 feet west of South Laporte Avenue,

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.

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*Reclassification Of Area Shown On Map Number 18-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. 18-G in area bounded by:

West 71st Street; a line 24 feet east of South Ada Street; the alley next south of and parallel to West 71st Street; and South Ada Street,

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 26-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 26-J in area bounded by:

West 110th Street; South Kedzie Avenue; a line 150 feet south of West 110th Street; and the alley next west of and parallel to South Kedzie Avenue,

to those of a B4-1 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.

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*Reclassification Of Area Shown On  
Map Numbers 30-D And 30-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 M3-3 Heavy Manufacturing District symbols and indications as shown on Map Nos. 30-D and 30-E in area bounded by:

East 119th Street; South Doty Avenue; East 121st Street; and South Champlain Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.



*Reclassification Of Area Shown On Map Number 30-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 30-F in area bounded by:

a line 75 feet north of and parallel to West 123rd Street; the alley next east of and parallel to South Parnell Avenue; West 123rd Street; a line 135 feet west of and parallel to South Normal Avenue; the alley next south of and parallel to West 123rd Street; a line 210 feet west of and parallel to South Normal Avenue; West 123rd Street; and South Parnell Avenue,

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.

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*Re-Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
147, SECTION 147-2(d) BY DISALLOWING ISSUANCE  
OF NEW LIQUOR LICENSES WITHIN PORTIONS  
OF SEVENTH WARD.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on License, deferred and published in the Journal of the Proceedings of June 27, 1990, pages 17755 through 17757, recommending that the City Council pass a proposed substitute ordinance, as amended, to amend Chapter 147, Section 147-2(d) of the Municipal Code by disallowing the issuance of new liquor licenses within portions of the 7th Ward.

Alderman Burke then moved to re-refer the said proposed substitute ordinance, as amended, to the Committee on License. The motion *Prevailed* by a viva voce vote, and the said proposed substitute ordinance, as amended, was *Re-Referred to the Committee on License*.

**MISCELLANEOUS BUSINESS.**

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*Committee Discharged* -- CANCELLATION OF DEMOLITION LIEN  
AGAINST PROPERTY OWNED BY SALVATION ARMY  
AT 1502 WEST MADISON STREET.

Alderman Burke moved to *Discharge* the Committee on Finance from further consideration of a proposed ordinance, referred to the Committee on May 16, 1990, cancelling a demolition lien against property owned by The Salvation Army at 1502 West Madison Street. The motion *Prevailed*.

Thereupon, on motion of Alderman Burke, the said proposed ordinance was *Passed* by a viva voce vote.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the City Comptroller is hereby authorized and directed to cancel, waive, and release the demolition lien of the City of Chicago obtained in Case No. 87 M1 401458, filed in the Circuit Court of Cook County, Illinois and recorded on January 15, 1988 as Document No. 88024589 with the Cook County Recorder of Deeds, against the property commonly known as 1502 West Madison Street (Index No. 17-08-333-018) and legally described as follows:

the west half of Lot 11 in Block 4 in Union Park Addition to Chicago, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

owned by The Salvation Army, 5040 North Pulaski Road, Chicago, Illinois. Said property shall be used exclusively for low-income senior citizen housing and related purposes.

SECTION 2. That the Mayor and City Clerk are authorized to prepare and execute all necessary release documentation and to forward the same to The Salvation Army or its representative.

SECTION 3. This ordinance shall be in force and effect from the date of its passage.

## PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Twenty-five Boy Scouts from the United Methodist Church; and

Twenty-three students from the Saint Mar Zaia Assyrian Organization.

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**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 Tuesday, the thirty- first (31st) day of July, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twelfth (12th) day of September, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Beavers, Dixon, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 47.

*Nays* -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

**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, September 12, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script that reads "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,  
*City Clerk.*

19944

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7/31/90