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**COPY**



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

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**Regular Meeting--Wednesday, May 16, 1990**

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

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

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**OFFICIAL RECORD.**

**VOLUME I**

**RICHARD M. DALEY**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Attendance At Meeting.**

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

*Absent* -- Aldermen Roti, Madrzyk, Streeter, Levar, Shiller.

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**Call To Order.**

On Wednesday, May 16, 1990 at 11:30 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

Quorum present.

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**Invocation.**

Reverend Charles Jordan, Pastor, Saint Mark United Methodist Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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*Rules Suspended*-- CONGRATULATIONS EXTENDED TO KENWOOD  
ACADEMY MOCK TRIAL TEAM ON ITS SUCCESS IN 1990  
ILLINOIS STATE BAR ASSOCIATION MOCK  
TRIAL COMPETITION.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring the Kenwood Academy Mock Trial Team for their success in the 1990 Illinois State Bar Association Mock Trial Competition.

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* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, The Illinois State Bar Association annually sponsors a mock trial competition for high school students; and

WHEREAS, The most recent competition was held on March 23 and 24, 1990, and featured students from 33 high schools from throughout the State of Illinois; and

WHEREAS, The team from Chicago's Kenwood Academy was awarded second place in this rigorous competition; and

WHEREAS, The Kenwood Academy mock trial team consisted of students Roberto Castillo, Andrea Cooper, Michael Davis, Melissa Johnson, Jason Powell, Kenneth Snyder and LaTonya Stokes, under the guidance of their teacher, Jill Wayne; and

WHEREAS, The Kenwood Academy team was coached by attorneys Craig Hanson, Anita Modak-Truran and Ellen Benodin of the City's Department of Law and John Simons of First Chicago Bank; and

WHEREAS, The achievement of the Kenwood Academy mock trial team is cause for pride among the team members and their coaches, the students, faculty and staff of the Academy, and all Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, assembled this 16th day of May, 1990, do hereby congratulate the mock trial team of Kenwood Academy, their coaches, and the faculty, staff and students of Kenwood Academy on winning second place in the 1990 Illinois State Bar Association Mock Trial Competition; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Walter Parker, the principal of Kenwood Academy, as a token of our esteem.

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

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

*Nays* -- None.

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

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***Rules Suspended* -- CHICAGO BOARD OF EDUCATION URGED  
TO ENSURE ALL NEWLY BUILT, PURCHASED OR  
LEASED SCHOOL FACILITIES ARE  
ACCESSIBLE TO DISABLED.**

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution memorializing the Chicago Board of Education to ensure that all newly built, purchased, leased or renovated Chicago public school facilities be accessible to all Chicagoans, including those with disabilities.

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* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, More than 50,000 children with disabilities attend Chicago public schools; and

WHEREAS, Thousands of Chicagoans with disabilities are the parents of children attending Chicago public schools; and

WHEREAS, Chicago public schools are the site of Local School Council meetings and Local School Council candidate forums and elections; and

WHEREAS, Chicago public schools are also used as the site of a wide variety of public meetings and community activities; and

WHEREAS, Hundreds of Chicago public schools are used as polling places by the Chicago Board of Elections; and

WHEREAS, Students with disabilities should not be segregated in special schools; and

WHEREAS, The Rehabilitation Act of 1973, as amended (29 U.S.C. §794), provides that all programs receiving federal funds must not discriminate against persons with disabilities; and

WHEREAS, The Education for All Handicapped Children Act (P. L. 94-142) provides that students with disabilities must be mainstreamed with the general population and that all school programs must be available to students with disabilities; and

WHEREAS, The Illinois Environmental Barrier Act (P. A. 84-948) requires that all new buildings and all buildings newly purchased or leased by government agencies must be accessible, and that any renovations of existing buildings must provide for accessibility; and

WHEREAS, All Chicagoans -- adults and children, disabled and nondisabled alike -- have the right to participate fully in all aspects of society, including education; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, assembled this 16th day of May, 1990, do hereby memorialize the Chicago Board of Education to assure that all newly built, purchased, or leased school facilities are accessible to all Chicagoans, including those with disabilities, that all renovations of school facilities should include access, and that the Chicago public schools should adopt accessibility as a precondition to any future school acquisition or renovation; and

*Be It Further Resolved*, That the City Clerk transmit certified copies of this resolution to the Chicago Board of Education, the General Superintendent of Schools, and all Local School Councils.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

*Rules Suspended* -- CONGRATULATIONS EXTENDED TO  
MS. PHYLLIS APELBAUM ON BEING NAMED ILLINOIS  
SMALL BUSINESS PERSON OF THE YEAR  
AND FIRST RUNNER-UP TO 1990  
NATIONAL SMALL BUSINESS  
PERSON OF THE YEAR.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating Phyllis Apelbaum, founder and president of Arrow Messenger Service, on being named First Runner-Up to the 1990 National Small Business Person of the Year.

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* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, Ninety-seven percent of the businesses in Chicago qualify as small businesses; and

WHEREAS, Small businesses represent a major source of employment opportunities for Chicago residents; and

WHEREAS, Phyllis Apelbaum is founder and President of Arrow Messenger Service, the first woman-owned messenger service in the City of Chicago; and

WHEREAS, Ms. Apelbaum is also co-founder and President of the Messenger Service Association of Illinois; and

WHEREAS, Ms. Apelbaum overcame adversity in becoming the first woman in Illinois ever to secure a messenger service license; and

WHEREAS, Through Ms. Apelbaum's efforts, Arrow Messenger Service has become one of the most successful small businesses in the State of Illinois, and now employs over 160 Chicagoans, many from disadvantaged backgrounds; and

WHEREAS, Ms. Apelbaum is active in the community and committed to the economic development of our city and the economic advancement of women; and

WHEREAS, Ms. Apelbaum's efforts have won her recognition as 1990 Illinois Small Business Person of the Year and as First Runner-Up to the 1990 National Small Business Person of the Year; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, assembled this 16th day of May, 1990, do hereby congratulate Chicago entrepreneur Phyllis Apelbaum as Illinois Small Business Person of the Year and First Runner-Up to the 1990 National Small Business Person of the Year; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Phyllis Apelbaum as a token of our esteem.

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO  
DR. MARTIN LUTHER KING, JR. HIGH SCHOOL  
JAGUARS ON WINNING 1990 AA ILLINOIS  
STATE BASKETBALL CHAMPIONSHIP.

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



OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution congratulating the Dr. Martin Luther King, Jr. High School Jaguars on winning the 1990 AA State Basketball Championship.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

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

Alderman T. Evans moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed resolution. The motion *Prevailed* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, Dr. Martin Luther King, Jr. High School, 4445 South Drexel Boulevard, won the 1990 AA State Championship on March 17; and

WHEREAS, The King Jaguars, ranked Number 1 in the nation from the outset of the season, scored a 65-55 victory over Gordon Tech.; and

WHEREAS, This victory marks the school's second state title championship and the team's 33rd consecutive win for the season; and

WHEREAS, The King Jaguars were also named National Champions by *USA Today* and ESPN; and

WHEREAS, Coach Landon "Sonny" Cox and all the fine young men on King's basketball team deserve to be recognized for their outstanding efforts this season; and

WHEREAS, Jamie Brandon, a guard, who will be graduating this year, was awarded the 10th annual Illinois' Mr. Basketball Award, which is voted upon by the media and state

basketball coaches in a poll conducted by the *Tribune* in conjunction with the Illinois Basketball Coaches Association; and

WHEREAS, Coca Cola Company, the *Chicago Defender* and WGCI Radio have named Coach Cox as Coach of the Year; and

WHEREAS, Coach Cox was also cited as Coach of the Year by *USA Today* and McDonald's Corporation; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council extend congratulations to all the fine young athletes on King's basketball team and Coach Cox on winning the 1990 AA State Championship; and

*Be It Further Resolved*, That we salute Dr. Martin Luther King, Jr. High School for encouraging its student athletes to excel, both in sports and in life.

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

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

*Nays* -- None.

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

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*Rules Suspended* -- EXPRESSION OF GRATITUDE TO ALDERMAN  
ROBERT SHAW FOR HIS HEROIC EFFORTS IN SAVING  
LIFE OF ALDERMAN BERNARD STONE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution honoring Alderman Robert Shaw for his heroic efforts in saving the life of Alderman Bernard Stone.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

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

Alderman Butler moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the said proposed resolution. The motion *Prevailed* by a viva voce vote.

The following is said proposed resolution:

WHEREAS, On April 27, 1990, Alderman Bernard L. Stone, while dining with several of his colleagues, began to choke on a piece of food; and

WHEREAS, Alderman Robert Shaw swiftly came to Alderman Stone's assistance and successfully performed the Heimlich maneuver; and

WHEREAS, Through his alert reaction to the distress of his colleague, Alderman Shaw averted tragedy and saved the life of Alderman Stone; and

WHEREAS, Alderman Shaw's concern for the welfare of Alderman Stone, and his ability to provide assistance in an emergency, are an example to all Chicagoans; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 16th day of May, 1990, do hereby express our gratitude to Alderman Robert Shaw for his heroic efforts in saving the life of our colleague, Alderman Bernard Stone; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Alderman Shaw as a token of our gratitude.

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

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

*Nays* -- None.

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

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*Rules Suspended* -- MEMBERS OF CHICAGO CITY COUNCIL  
URGED TO RECEIVE INSTRUCTION IN  
HEIMLICH MANEUVER.

Alderman Butler 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* by a viva voce vote.

The said proposed resolution reads as follows:

WHEREAS, The Heimlich maneuver, the manual application of sudden upward pressure on the upper abdomen of a choking victim to force a foreign object from the windpipe, is a relatively simple life-saving technique to perform; and

WHEREAS, The Heimlich maneuver has saved countless choking victims, including 50th Ward Alderman Bernard L. Stone; and

WHEREAS, Everyone should know how to perform this valuable life-saving technique; now, therefore,

*Be It Resolved*, That I, Alderman Sheneather Y. Butler, Chairman of the Health Committee, urge that the City Council members receive instruction on how to perform the Heimlich maneuver from a Chicago Board of Health physician at the next City Council meeting.

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

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

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

*Nays* -- None.

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

## REGULAR ORDER OF BUSINESS RESUMED.

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*Referred*-- APPOINTMENT OF MR. GLENN HARSTON AS  
MEMBER OF BUILDING BOARD OF APPEALS.

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 Buildings*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Glenn Harston as a member of the Building Board of Appeals for a term ending April 21, 1991, to succeed Ernest Bush, Jr., 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. STEPHEN BALLIS AS  
MEMBER OF CHICAGO BOARD OF EDUCATION.

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 Education*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Stephen Ballis to the Board of Education of the City of Chicago for a term ending May 15, 1993.

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. CLINTON BRISTOW, JR. AS  
MEMBER OF CHICAGO BOARD OF EDUCATION.

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 Education*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Clinton Bristow, Jr., to the Board of Education of the City of Chicago for a term ending May 15, 1992.

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. FLORENCE B. COX AS  
MEMBER OF CHICAGO BOARD OF EDUCATION.

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 Education*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Florence B. Cox to the Board of Education of the City of Chicago for a term ending May 15, 1994.

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. NATHANIEL JARRETT AS  
MEMBER OF CHICAGO BOARD OF EDUCATION.

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

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was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Education:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Nathaniel Jarrett to the Board of Education of the City of Chicago for a term ending May 15, 1993.

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. ALBERT LOGAN AS  
MEMBER OF CHICAGO BOARD OF EDUCATION.

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 Education:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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



LADIES AND GENTLEMEN -- I have appointed Albert Logan to the Board of Education of the City of Chicago for a term ending May 15, 1991.

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. PATRICIA LYONS DALEY  
AS MEMBER OF CHICAGO BOARD  
OF EDUCATION.

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 Education*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Patricia Lyons Daley to the Board of Education of the City of Chicago for a term ending May 15, 1992.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Referred* -- APPOINTMENT OF MS. MARIA VARGAS AS  
MEMBER OF CHICAGO BOARD OF EDUCATION.

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 Education*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Maria Vargas to the Board of Education of the City of Chicago for a term ending May 15, 1994.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

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*Referred* -- REAPPOINTMENT OF MS. DORIS B. HOLLEB AS  
MEMBER OF CHICAGO PLAN COMMISSION.

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 Housing, Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have reappointed Doris B. Holleb as a member of the Chicago Plan Commission for a term ending January 25, 1995.

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. WILLIAM J. BRAASCH AS  
MEMBER OF ILLINOIS INTERNATIONAL  
PORT DISTRICT BOARD.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed William J. Braasch as a member of the Illinois International Port District Board for a term ending June 1, 1994, to succeed Johnny C. Smith, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

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

*Placed On File* -- APPOINTMENT OF MR. PAUL M. KIRCHOFF  
AS MEMBER OF BOARD OF EXAMINERS OF  
PLUMBING CONTRACTORS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was *Placed on File*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- I have appointed Paul M. Kirchoff as a member of the Board of Examiners of Plumbing Contractors for a term ending April 30, 1991, to succeed John Ready, deceased.

This communication is submitted for your information.

Very truly yours,

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

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.3  
(CAMPAIGN FINANCING) BY MAKING CERTAIN  
TECHNICAL CORRECTIONS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Board of Ethics, I transmit herewith an ordinance amending Chapter 26.3 of the Municipal Code of Chicago relating to campaign financing to add headings for each section number and make other nonsubstantive, technical corrections.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER 27,  
SECTIONS 27-308 AND 27-411.2 BY ESTABLISHING  
SPECIAL ON-STREET PARKING AREAS FOR  
DISABLED PERSONS.

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

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance amending Chapter 27, Sections 27-308 and 27-411.2 of the Municipal Code of Chicago to establish special on-street parking areas for disabled persons.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27  
BY ADDING NEW SECTION 27-412.1 ESTABLISHING  
CHARTER BUS STAGING AREAS NEAR  
WRIGLEY FIELD.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 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 establish staging areas near Wrigley Field for the loading and unloading of charter bus passengers.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,  
Mayor.

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200.10  
BY EXEMPTING FROM CHICAGO VEHICLE FUEL TAX  
DOMESTIC FUEL USED ON INTERNATIONAL  
FLIGHTS.

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

May 16, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a proposed ordinance amending Chapter 200.10 of the Municipal Code of Chicago to exempt domestic fuel used on international flights from the Chicago Vehicle Fuel Tax.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- ISSUANCE OF GENERAL AIRPORT REVENUE BONDS  
TO FINANCE CERTAIN IMPROVEMENTS AT CHICAGO  
O'HARE INTERNATIONAL AIRPORT.

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

5/16/90

COMMUNICATIONS, ETC.

15245

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the issuance of General Airport Revenue Bonds in an amount not to exceed \$350,000,000 to finance the design and construction of certain improvements at Chicago O'Hare International Airport.

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 APPLICATION TO ILLINOIS  
DEPARTMENT OF TRANSPORTATION UNDER OPERATION  
GREENLIGHT PROGRAM TO FINANCE  
PEDESTRIAN CANOPIES AND  
SAFETY LIGHTS  
PROJECTS.

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

May 16, 1990.

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



LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the application for grants of up to \$1,000,000 from the Illinois Department of Transportation under its Operation Greenlight Program for the Pedestrian Canopies and Safety Lights Projects, and execution of related agreements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- SUBMISSION OF GRANT APPLICATION TO ILLINOIS  
DEPARTMENT OF TRANSPORTATION UNDER OPERATION  
GREENLIGHT PROGRAM TO FINANCE EXPANSION  
OF CUMBERLAND PARK-AND-RIDE  
FACILITY.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an application for a grant award not to exceed \$4,500,000 from the Illinois Department of Transportation under its Operation Greenlight Program. The funds will be used to design and construct an expansion of the Cumberland park- and-ride facility on the O'Hare Transit Line.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- EXECUTION OF AGREEMENT WITH STATE  
OF ILLINOIS FOR REPLACEMENT OF PILE  
CLUSTERS AT VARIOUS BRIDGES.

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

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an agreement with the State of Illinois and the expenditure of \$750,000 in State funds for the replacement of pile clusters at various bridges.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

*Referred* -- EXECUTION OF AGREEMENT WITH STATE OF  
ILLINOIS FOR IMPROVEMENT OF 95TH STREET  
DRAWBRIDGE OVER CALUMET RIVER.

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

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an agreement with the State of Illinois and the expenditure of \$500,000 of State funds for the improvement of the 95th Street Drawbridge over the Calumet River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- EXECUTION OF WATER SUPPLY CONTRACT WITH  
GARDEN HOMES SANITARY DISTRICT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 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 execution of a water supply contract with the Garden Homes Sanitary District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

---

*Referred* -- SUBMISSION OF GRANT APPLICATION TO  
UNITED STATES DEPARTMENT OF LABOR FOR  
CITY'S DISLOCATED WORKER 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

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Mayor's Office of Employment and Training, I transmit herewith an ordinance authorizing the execution of

an application for a grant in an amount not to exceed \$534,196 from the United States Department of Labor for the City's Dislocated Worker Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- ISSUANCE OF MULTI-UNIT REHABILITATION  
ASSISTANCE LOAN TO MALDEN ARMS LIMITED  
PARTNERSHIP.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan in the amount of \$740,000 to Malden Arms Limited Partnership for the rehabilitation of a building located at 4725 -- 4727 North Malden Street. Upon completion the building will provide 86 units of single room occupancy rental housing for low income persons.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

*Referred* -- EXTENSION OF LICENSE AGREEMENT WITH UNITED STATES AIR FORCE TO PROVIDE WATER SERVICE FOR CERTAIN AREAS AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a five- year extension of a license agreement with the United States Air Force to allow connection to the Air Force's water main in order to provide water service to the freight forwarding and car rental areas at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE AT CHICAGO O'HARE INTERNATIONAL AIRPORT FOR AIR WISCONSIN.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance to authorize an Amended and Restated Airport Use Agreement and Terminal Facilities Lease at Chicago O'Hare International Airport between the City of Chicago and Air Wisconsin.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- AUTHORIZATION TO EXECUTE LOANS OF COMMUNITY  
DEVELOPMENT BLOCK GRANT "FLOAT" FUNDS TO ASSIST  
ELIGIBLE HOUSING AND ECONOMIC  
DEVELOPMENT PROJECTS.

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

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the Mayor to negotiate and execute loans of Community Development Block Grant "float" funds to assist eligible housing and economic development projects.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

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

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*Referred* -- AMENDMENT OF COMMUNITY DEVELOPMENT  
BLOCK GRANT ORDINANCE FOR YEAR XVI BY  
OFFSETTING ALLOCATIONS TO CERTAIN  
DELEGATE AGENCIES.

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

May 16, 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 amending allocations to delegate agencies in the Community Development Block Grant Year XVI. The allocation to the Englewood Community Development Corporation is increased by \$12,000, which increase is offset by the deletion of an allocation to an ineligible agency in the same amount.

Your favorable consideration of this ordinance will be appreciated.



Very truly yours,

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

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*Referred* -- AUTHORIZATION FOR DISBURSEMENT OF URBAN  
DEVELOPMENT ACTION GRANT FUNDS TO UNITED  
STATES DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT.

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

May 16, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing the disbursement of \$124,958 of Urban Development Action Grant funds to the United States Department of Housing and Urban Development.

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*-- NOTIFICATION BY COMMITTEE ON FINANCE  
OF OFFICE OF BUDGET AND MANAGEMENT FILING  
OF STATE AND FEDERAL GRANT REPORTS.

A communication from Alderman Edward M. Burke, Chairman of the Committee on Finance, addressed to the City Council, notifying the members that pursuant to Section 7 of the 1990 Annual Appropriation Ordinance, the Office of Budget and Management placed on file with the Committee on Finance state and federal grant reports for the period from October 1, 1989 to March 31, 1990, which was *Placed on File*.

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

Also, the following communication from Mr. William L. Ramey, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of May 1, 1990 which reads as follows:

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

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

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month of March, 1990.

Annual Report of Commonwealth Edison Company to the Illinois Commerce Commission for the year ended December 31, 1989 (Form 21).

Annual Report of Commonwealth Edison Company for the year ended December 31, 1989 (F.E.R.C. Form No. 1).

Commonwealth Edison Company Report to Stockholders for three months ended March 31, 1990, dated May 1, 1990".

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*Placed On File -- STATE OF ILLINOIS APPROVAL OF  
ORDINANCES CONCERNING MOTOR FUEL  
TAX FUND PROJECTS.*

Also, communications from Mr. James C. Slifer, District Engineer, under dates of May 3 and 4, 1990, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax funds) as follows:

*October 4, 1989.*

Allocation of Motor Fuel Tax funds for median strip improvements in portions of South Halsted Street.

*December 13, 1989.*

Allocation of Motor Fuel Tax funds for payment of City's 1989 contribution to Chicago Transit Authority.

*December 20, 1989.*

Amendment of ordinance which authorized allocation of Motor Fuel Tax funds for curb and gutter repairs (1987) project.

*February 7, 1990.*

Execution of City/State Project Agreement for improvement of West Congress Parkway, between South Kostner Avenue and South Kedzie Avenue.

Allocation of Motor Fuel Tax funds necessary for various projects in improved streets, county or state highways during year 1990.

*February 28, 1990.*

Execution of City/State Project Agreement for improvement of Torrence Avenue drawbridge over Calumet River.

Execution of City/State Project Agreement for improvement of Ewing Avenue bridge over Calumet River.

Execution of City/State Project Agreement for improvement of various streets under 1990 Residential Street Resurfacing Program.

Execution of City/State Project Agreement for state funded Arterial Street Resurfacing Project Number One.

*March 21, 1990.*

Execution of City/State Project Agreement for improvement of North Clark Street, between West Barry and West Foster Avenues and intersection of West Foster Avenue with North Ashland Avenue.

Execution of City/State Project Agreement for improvement of Lake Street drawbridge over south branch of Chicago River.

Execution of agreement with Merchandise Mart Properties, Incorporated for reconstruction of North Orleans Street viaduct structure and certain improvements in lower level Orleans Street.

Execution of amendment to City/State Project Agreement for reconstruction of North Orleans Street viaduct, between West Hubbard Street and Chicago River.

Execution of agreement with Merchandise Mart Properties, Incorporated and Chicago and Northwestern Transportation Company for reconstruction of North Orleans Street viaduct, between West Hubbard Street and Chicago River.

Expenditure of Motor Fuel Tax funds for group relamping of street lighting systems during year 1990.

Amendment of ordinance which authorized allocation of Motor Fuel Tax funds for street cleaning maintenance in improved streets, county and state highways during year 1988.

Amendment of ordinance which authorized allocation of Motor Fuel Tax funds for repairs to pavements of improved streets, county and state highways during year 1988.

Amendment of ordinance which authorized allocation of Motor Fuel Tax funds for snow and ice control maintenance of improved streets, county and state highways during year 1989.

*Placed On File* -- COMMISSION ON CHICAGO LANDMARKS DENIAL  
OF APPLICATION FOR PERMIT TO DEMOLISH  
PROPERTY LOCATED AT 6231  
NORTH CANFIELD AVENUE.

Also, a communication from Mr. Peter C. B. Bynoe, Chairman of the Commission on Chicago Landmarks, addressed to the City Council, notifying the members of the Commission's denial of an application for a permit to demolish the property known as the John Wingert House, located at 6231 North Canfield Avenue, which was *Placed on File*.

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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 May 10, 1990, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department Of General Services, Real Property Section.*

*Disposition Of Vacant City-Owned Property.*

| Referral Number | Address  |
|-----------------|--|
| 89-249-02       | 2900 -- 2902 West North Avenue/1600 -- 1610 North Francisco Avenue |
| 90-103-02       | 1757 North Campbell Avenue   |
| 90-104-02       | 1751 North Campbell Avneue   |
| 90-105-02       | 801 -- 807 South Kedzie Avenue                                     |
| 90-106-02       | 3022 -- 3024 West Roosevelt Road                                   |

| Referral Number | Address  |
|-----------------|--|
| 90-107-02       | 2533 South Albany Avenue   |
| 90-113-02       | 1300 -- 1310 West 79th Street                                    |
| 90-114-02       | 5654 North Magnolia Avenue                                       |
| 90-116-02       | 701 -- 703 North Kedzie Avenue/3148 -- 3158 West<br>Huron Street |
| 90-117-02       | 4731 -- 4739 West Lake Street                                    |
| 90-118-02       | 33 -- 35 North Menard Avenue                                     |
| 90-119-02       | 5439 -- 5445 South Prairie Avenue                                |
| 90-120-02       | 5925 South LaSalle Street  |
| 90-121-02       | 7105 South Harvard Avenue  |
| 90-122-02       | 8801 -- 8809 South Oglesby Avenue                                |
| 90-123-02       | 4938 -- 4948 South Indiana Avenue                                |
| 90-124-02       | 7253 South Ashland Avenue  |

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

**PUBLICATION OF JOURNALS.**

April 25, 1990.

(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on April 25, 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 May 16, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on April 25, 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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April 25, 1990.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on April 25, 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 May 16, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on April 25, 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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**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 RECLASSIFICATION 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:

Altgeld-Wrightwood Limited Partnership -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District and an R3 General Residence District the area shown on Map No. 7-G 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.

Cozzi Iron & Metal, Incorporated -- to classify as an M3-4 Heavy Manufacturing District instead of a C4 Motor Freight Terminal District the area shown on Map No. 6-H bounded by:

a line 1,010 feet south of West Cermak Road; a line 290.77 feet east of South Paulina Street on 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.

Vincenzo and Angela D'Agostino -- to classify as a B4-4 Restricted Service District instead of a B2-4 Restricted Retail District the area shown on Map No. 11-G bounded by:

a northeasterly line 108 feet long beginning at a point 92.5 feet north of the north line of West Irving Park Road (as measured along the east line of North Broadway Avenue) to a point 131.15 feet north of the north line of West Irving Park Road (at a point 72.7 feet east of the east line of North Broadway Avenue as measured along the north line of West Irving Park Road); a line 110 feet north of and parallel to West Irving Park Road; a line 72 feet east of North Broadway Avenue (as measured along the north line of West Irving Park Road); West Irving Park Road; and North Broadway Avenue.

Enterprise Development, Incorporated -- to classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map No. 7-G 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.



J & W Investments, Incorporated -- to classify as a B5-4 General Service District instead of a B4-4 Restricted Service District the area shown on Map No. 18-H bounded by:

a line 149.50 feet north of and parallel to West 72nd Street; the alley next east of and parallel to South Western Avenue; West 72nd Street; and South Western Avenue.

John Krenger -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H 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.

Lakeside Trust & Savings Bank, No. 10-1352, c/o Wigoda & Wigoda -- to classify as a C3-5 Commercial-Manufacturing District instead of an M2-2 General Manufacturing District the area shown on Map No. 6-F bounded by:

West Archer Avenue; South Canal Street; the alley next southerly of West Archer Avenue; and a line perpendicular to West Archer Avenue from a point on the southeast line of West Archer Avenue and 200 feet southwest of the intersection of South Archer Avenue and South Canal Street.

Daniel Larson -- to classify as a C2-2 General Commercial District instead of a B3-2 General Retail District the area shown on Map No. 18-F 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.

Carmen Miro, Jerry Ceravolo and Orazio Ceravolo -- to classify as a C2-2 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 9-O bounded by:

a line 215.22 feet north of and parallel to West Addison Street; North Harlem Avenue; a line 92.61 feet north of and parallel to West Addison Street; and a line 131.57 feet west of and parallel to North Harlem Avenue.

John H. Wright, c/o John J. Pikarski, Jr. -- to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 7-G bounded by:

West Wrightwood Avenue; a line 30 feet east of and parallel to North Racine Avenue; the alley next south of West Wrightwood Avenue; and North Racine Avenue.

Noah Yoo -- to classify as a B5-2 General Service District instead of a B3-2 General Retail District the area shown on Map No. 1-G 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.

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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:

Aetna Casualty & Surety Company of Illinois and Bets Company, Aetna Life & Casualty and Lauri Kohen, Allstate Insurance Company (8) Charles Carpenter, Robert Cohen, Mary Cooper, Ilias Drake, Barbara Luster, Charles Neal, Ernest Thomas and Gerald Walkowicz, American Country Insurance Company (3) Cooper's Plumbing & Heating and Yellow Cab Company (2), AMICA Mutual Insurance and Claire Lippman, Amos Paul, Anaya Jorge, Asvos Nicholas;

Bardouniotis George, Barteltt Jonathan, Basta Nancy, Berlin Donald M., Bizzoni Consetta, Block William, Bober Josephine, Borsa Anne, Brewer Craig and Diana Garland, Brooks Clifford, Brown Beverly B., Brown Gertrude, Brownlee Ronald K.;

Carey Thomas M., Castro Henry, Celis Arnulfo, Clark Walter H., Coyle Henry, Cross Frank T., Cruz Liliana, Culp Lisa;

Danciu Adela, De La Cruz Salomon, Dewald Linda, Dickman David, Dimailig Noel, Donson Steven, Drake Ilias;

Economy Preferred Insurance Company and Ceola Henderson, Edwards Gladys B.;

Fleet Truck Sales, Incorporated, Fratto Gerard;

Gause Norvell, Gerstel Mary, Godbold II Paul, Gonzalez Antonio, Gregory Thomas C., Griffin Funeral Home;

Hall Paul R., Harding Mary Lou, Harris Catherine, H. Brian Convertible Sofas, Hernandez Mario, Hewak John, Horton Sylvia;

Illinois Bell Telephone Company (4), Irions Sr. Roland, Iroroiwah Ayi;

Jackson Diran, Jackson Walter, Jasso Rose, Jemison Jr. James, Johnson Carolyn F., Johnson Harris Berdie;

Karalekas Jim, Kelley John, Kicinski Jaroslaw M., Kintonis Chrisoula, Kokkonos Sonia;

LaCoste Elmo, Lavonia Lonzo, Lazu Maritzaba, Lee Joel, Leonard Robert B., Linda's Food and Liquor, Lippens Eleanor S., Long Eugene, Lungelow Alfred;

McCray George, McTeague Patrick, Merit Insurance Company and Jennie Jiane, Michael's Entertainment Emporium, Incorporated, Miguez Helen J., Mihelic Dara, Mikolajczyk Janina, Miller David, Mitrovich George, Monroe Richard, Morris Henry, Mullins Rita, Murray Edward;

National Car Rental, New Process Baking Company;

Oppasser Steven A.,

Paeglow Dale, Parker William and Juanita, Patel Mayur, Pavkov Thomas, Pavon Ricardo, Pech Linda F., Pehar Ana, Phillips Eddie, Piorecki Theodore, Powers Darlene V., Prothero Lillian, Pryor Lela;

Quinones William;

Resheske Patricia, Rodriguez Jose, Ronco Mirror Company, Rossa Walter, Rousonelos James, Rubin Laurie R.;

Sahatzky Richard, Sargis David and Thomas Mattingly, Selvig Scott, Sherman Michelle, Shinn Jeffrey, Smith Jeannett, State Farm Insurance Company (10) Edward Buss, Timothy Carlson, Christine Fahey, Andrea M. Gardner, Lawrence Giovinzo, Erika Kokott, Frances Manny, Jerry Lasky, Maria Puentes and John Rapacz;

Stafford David, Stoltz Edward F., Stuchly Pamela L., Suder Muhamad, Suggs Lloyd and Maxine, Swanson Vernon B.;

Teixeira M. David, Thomas James, Thompson Bob, Tomlin Julius, Torres Sylvia, Travisteen Pride/Pride Food Mart, Trosper Trygve, Tubbs Letha;

VanGoey Joseph;

Walker Barbara, Watroba Stefania, Watson Florence E., Wilkins Florence, Williams Christine, Williams Louise, Wolinski Frank G.;

Yuratovac Michael;

Zagar Robert T., Zaremba Paul, Zeman Joseph L.

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*Referred* -- RECOMMENDATION BY COMMISSION ON CHICAGO  
LANDMARKS FOR DESIGNATION OF JOHN WINGERT  
HOUSE AS CHICAGO LANDMARK.

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of May 2, 1990, transmitting the recommendation that the John Wingert House, located at 6231 North Canfield Avenue, be designated as a Chicago landmark, which was *Referred to the Committee on Historical Landmark Preservation*.

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*Referred* -- APPROVAL OF PLAT OF PETKOVIC RESUBDIVISION  
ON PORTION OF NORTH NINA AVENUE.

Also, a communication from Mr. Richard E. Zulkey, attorney with the law office of Zulkey, Pikarski and Gordon, transmitting a proposed ordinance concerning the approval of a plat of Petkovic Resubdivision located in the 5800 block of North Nina Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- VACATION OF PORTION OF NORTH MARCEY  
STREET LYING NORTH OF WEST WISCONSIN  
STREET.

Also, a communication from Mr. John J. Pikarski, Jr., attorney on behalf of Clybourn Lofts Condominium Association, transmitting a proposed order to vacate a portion of North Marcey Street, lying north of the north line of West Wisconsin Street, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- REQUEST BY COOK COUNTY BOARD OF  
OF COMMISSIONERS FOR WAIVER OF  
PERMIT FEES.

Also, a communication from The Honorable George W. Dunne, President, Board of Commissioners of Cook County, Illinois, requesting the waiver of permit fees for the Cook County Jail Central Chilled Water Facility located at 3045 South Sacramento Avenue, which was *Referred to the Committee on Finance*.

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**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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APPROVAL OF MORGAN PARK PROFESSIONAL CENTRE PROJECT  
WITHIN MONTEREY-VINCENNES BLIGHTED COMMERCIAL AREA  
FOR CLASS 7 TAX ABATEMENT STATUS PURSUANT  
TO COOK COUNTY REAL PROPERTY ASSESSMENT  
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the Monterey-Vincennes Blighted Commercial Area as appropriate for incentive abatement under Class 7 of the Cook County Real Assessment Classification Ordinance, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 41.

*Nays* -- Alderman Cullerton -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit authorized by the Illinois Constitution of 1970 to exercise any power and perform any function pertaining to its government and affairs, including but not limited to the power to regulate for the protection of the public health, safety, morals and welfare, the power to incur debt, and the power to tax; and

WHEREAS, The City Council of the City of Chicago has declared the existence of commercial and residential areas which are presently blighted, where a major portion of the area is detrimental to the health, safety and welfare of the occupants and the municipal community, and which necessitate a disproportionate expenditure of public funds for crime prevention, public health and safety, fire and accident prevention and other public services and facilities, and which fail to produce a proper share of taxes or provide local employment commensurate with the capacity of said areas; and

WHEREAS, The Department of Urban Renewal of the City of Chicago was created on October 25, 1961, pursuant to the Urban Renewal Consolidation Act of 1961, Ill. Rev. Stat., Chapter 67-1/2, Section 91.101 et seq., to provide for the eradication and elimination of blighted areas and the subsequent rehabilitation and redevelopment of said areas; and

WHEREAS, The Department of Urban Renewal pursuant to Resolution No. 76-DUR-120, adopted on August 24, 1976, designated Slum and Blighted Area Redevelopment Project Monterey-Vincennes and determined said area to be in need of rehabilitation and redevelopment; and

WHEREAS, The City Council of the City of Chicago by ordinance adopted on October 13, 1976, approved said resolution of the Department of Urban Renewal which designated and determined said area a blighted area in need of rehabilitation and redevelopment; and

WHEREAS, Lack of viable commercial buildings within the Monterey- Vincennes area contributes to substantial unemployment in said area; and

WHEREAS, The development of new structures within the Monterey-Vincennes area would improve the economic well-being of the County of Cook and the City of Chicago by increasing the level of economic activities, employment opportunities and the real property tax base; and

WHEREAS, As a result of the blighted or depressed condition of the Monterey-Vincennes area, the ordinary unaided operation of private enterprise cannot accomplish the necessary modernization, rehabilitation and development, and public assistance and encouragement of such private enterprises are needed; and

WHEREAS, The Cook County Board of Commissioners on November 29, 1976, adopted the Cook County Real Property Assessment Classification Ordinance, as amended (the "Cook County Assessment Ordinance") for the purpose, in pertinent part, of encouraging and assisting new development of commercial structures in areas that are depressed or blighted; and

WHEREAS, The Beverly Area Local Development Company has requested the support of the City of Chicago for its application for Class 7 certification for its Morgan Park Professional Centre project (the "commercial development project") within the Monterey-Vincennes area pursuant to the Cook County Assessment Ordinance; now, therefore,

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

SECTION 1. The City Council of the City of Chicago hereby finds as follows:

- A. The property located within the area commonly known as the Monterey-Vincennes area has been duly designated and determined a blighted area in need of rehabilitation and redevelopment by the Department of Urban Renewal pursuant to Resolution No. 76-DUR-120 adopted on August 24, 1976, which resolution was approved by the City Council of the City of Chicago on October 13, 1976; and
- B. Real estate taxes within the Monterey-Vincennes area have declined, remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area; and
- C. There is a reasonable expectation that the development of the Monterey-Vincennes commercial development project is viable and likely to go forward on a reasonably timely basis if Class 7 designation is granted pursuant to the provisions of the Cook County Assessment Ordinance and will therefore result in the economic enhancement of the Monterey- Vincennes area; and

D. Certification of the commercial development project for Class 7 designation will materially assist development of the Monterey-Vincennes area and such commercial development would not go forward without the full incentive offered under such certification; and

E. Certification of the commercial development project for Class 7 designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the Monterey- Vincennes area.

SECTION 2. Based upon the findings contained in Section 1 hereof, the City Council of the City of Chicago recommends to the Cook County Assessor that the Monterey-Vincennes area constitutes an area in need of development and that the City Council of the City of Chicago further supports and consents to the Class 7 application of the Beverly Area Local Development Company to the Cook County Assessor pursuant to the Cook County Assessment Ordinance.

SECTION 3. The Commissioner of the Department of Economic Development is hereby authorized and directed to deliver a certified copy of this ordinance to the Cook County Assessor and to furnish such additional information as may be required in connection with the application of the Beverly Area Local Development Company for certification of the Morgan Park Professional Centre project for Class 7 designation.

SECTION 4. This ordinance shall be in full force and effect immediately upon the passage hereof.

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EXECUTION OF LOAN AGREEMENT WITH AMERICAN CLASS  
MANUFACTURING, INCORPORATED FOR PURCHASE  
AND IMPROVEMENT OF COMMERCIAL  
PROPERTY AT 1801 NORTH  
PAULINA STREET.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 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 Illinois Revolving Loan Agreement between the City of Chicago and American Class Manufacturing, Incorporated, necessary for the purchase and improvement of a commercial building located at 1801 North Paulina Street, in the amount



of \$250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago (the "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 State of Illinois has made available to the City through the Community Service Block Grant Program, funds to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, American Class Manufacturing, Incorporated (the "Company") has made application to the Department of Economic Development to borrow \$250,000 to purchase and improve a commercial building for the purpose of expanding its business, which will result in the creation of an estimated 32 new permanent job opportunities for low/moderate income individuals residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of the Company of \$250,000; now, therefore,

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

SECTION 1. The Commissioner (the "Commissioner") of the Department of Economic Development is authorized to enter into and execute, subject to review by the Corporation Counsel, a Loan Agreement with the Company pursuant to which the City will loan \$250,000 to assist the Company to purchase and improve a commercial property in which to relocate its business, said Loan Agreement to contain those basic terms and conditions outlined in Exhibit A which is attached hereto and made a part hereof.

SECTION 2. The Commissioner is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of said 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: American Class Manufacturing, Incorporated.
- Loan Amount \$250,000.
- a) The term of the loan shall be five (5) years.
  - b) The interest rate charged shall be three percent (3%) fixed.
  - c) Repayment shall be based upon a 20-year amortization with a final balloon payment in the 60th month.
  - d) The loan shall be secured by the following:
    - 1) A second lien on property in a land trust on real estate located at 1801 North Paulina Street, Chicago, Illinois 60622. Beneficiary: American Class Manufacturing, Incorporated.
    - 2) Personal guaranties of Fred and Ethyne Cohen; personal guaranties of Robert and Eileen Kronenberger.

- 3) Corporate guarantee of American Class Manufacturing, Incorporated.
- e) Borrower shall provide proof of additional financing in substantial compliance with the following:
  - 1) \$258,000 in private financing amortized over 20 years with the term of five (5) years.

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APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN FOR  
95TH STREET AND STONY ISLAND AVENUE  
REDEVELOPMENT TAX INCREMENT  
FINANCING PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the approval of the Tax Increment Redevelopment Plan for the 95th Street and Stony Island Avenue Redevelopment Tax Increment Financing Project, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 41.

*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, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan (the "Plan") and a proposed redevelopment project (the "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1(a) of this ordinance, which Area constitutes in the aggregate more than 1 and 1/2 acres; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the Commercial District Development Commission of the Municipality (the "C.D.D.C."), by authority of the City Council of the Municipality (the "Corporate Authorities"), convened a meeting of the Joint Review Board (the "Board") relative to the Plan and Project and the designation of the Area as a redevelopment project, on February 14, 1990 at 24 East Congress Parkway, Chicago, Illinois, and the meeting was reconvened by a Board member on March 9, 1990, at 121 North LaSalle Street, Room 501, Chicago, Illinois; and

WHEREAS, Pursuant to Section 11-74.4-5 of the Act, the C.D.D.C., by authority of the Corporate Authorities, called a public hearing relative to the Plan and Project and the designation of the Area as a redevelopment project area under the Act for March 20, 1990, at the City of Chicago, Department of Economic Development, 6th Floor Conference Room, 24 East Congress Parkway, Chicago, Illinois; and

WHEREAS, Due notice in respect to such hearing was given pursuant to Section 11-74.4-5 of the Act, said notice being given to taxing districts and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on February 2, 1990, to taxpayers within the Area by certified mail on March 7, 1990, and by publication on March 5, 1990 and on March 9, 1990; and

WHEREAS, The Plan and Project set forth the factors which could cause the proposed Area to become blighted, and the Corporate Authorities have reviewed the information concerning such factors presented at the public hearing and have reviewed other studies, including the 95th Street and Stony Island Avenue Eligibility Report, and are generally

informed of the conditions in the proposed Area which could cause the Area to be a "blighted area" as said term is used in the Act; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to lack of private investment in the proposed Area to determine whether private development would take place in the proposed Area as a whole without the adoption of the proposed Plan; and

WHEREAS, The Corporate Authorities have reviewed the conditions pertaining to real property in the proposed Area to determine whether contiguous parcels of real property and improvements thereon in the proposed Area would be substantially benefitted by the proposed Project improvements; and

WHEREAS, The Corporate Authorities have reviewed the proposed Plan and Project and also the existing comprehensive plan for development of the Municipality as a whole to determine whether the proposed Plan and Project conform to such comprehensive plan of the Municipality; now, therefore,

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

SECTION 1. Findings. The Corporate Authorities hereby make the following findings:

a. The Area is described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

b. There exist conditions which cause the Area to be subject to designation as a redevelopment project area under the Act and the Area to be classified as a blighted area as defined in Section 11-74.4-3(a) of the Act.

c. The proposed Area on the whole has not been subject to growth and development through investment by private enterprise and would not be reasonably anticipated to be developed without the adoption of the Plan.

d. The Plan and Project conform to the comprehensive plan for the development of the Municipality as a whole.

e. As set forth in the Plan, and in the testimony at the public hearing, the estimated date of completion of the Project is May 1, 2013, and the estimated date of the retirement of all obligations incurred in finance redevelopment project costs as defined in the Plan is May 1, 2013.

f. The parcels of real property in the proposed Area are contiguous, and only those contiguous parcels of real property and improvements thereon which will be substantially benefitted by the proposed Project improvements are included in the proposed Area.

g. The Area would not reasonably be developed without the use of incremental revenues pursuant to Section 11-74.4-8 of the Act.

SECTION 2. Exhibits Incorporated by Reference. The Plan and Project which were the subject matter of the public hearing held on March 20, 1990, are hereby adopted and approved. A copy of the Plan and Project is set forth in Exhibit D attached hereto and incorporated herein as if set out in full by this reference.

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

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

[Exhibit "C" attached to this ordinance printed  
on page 15276 of this Journal.]

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

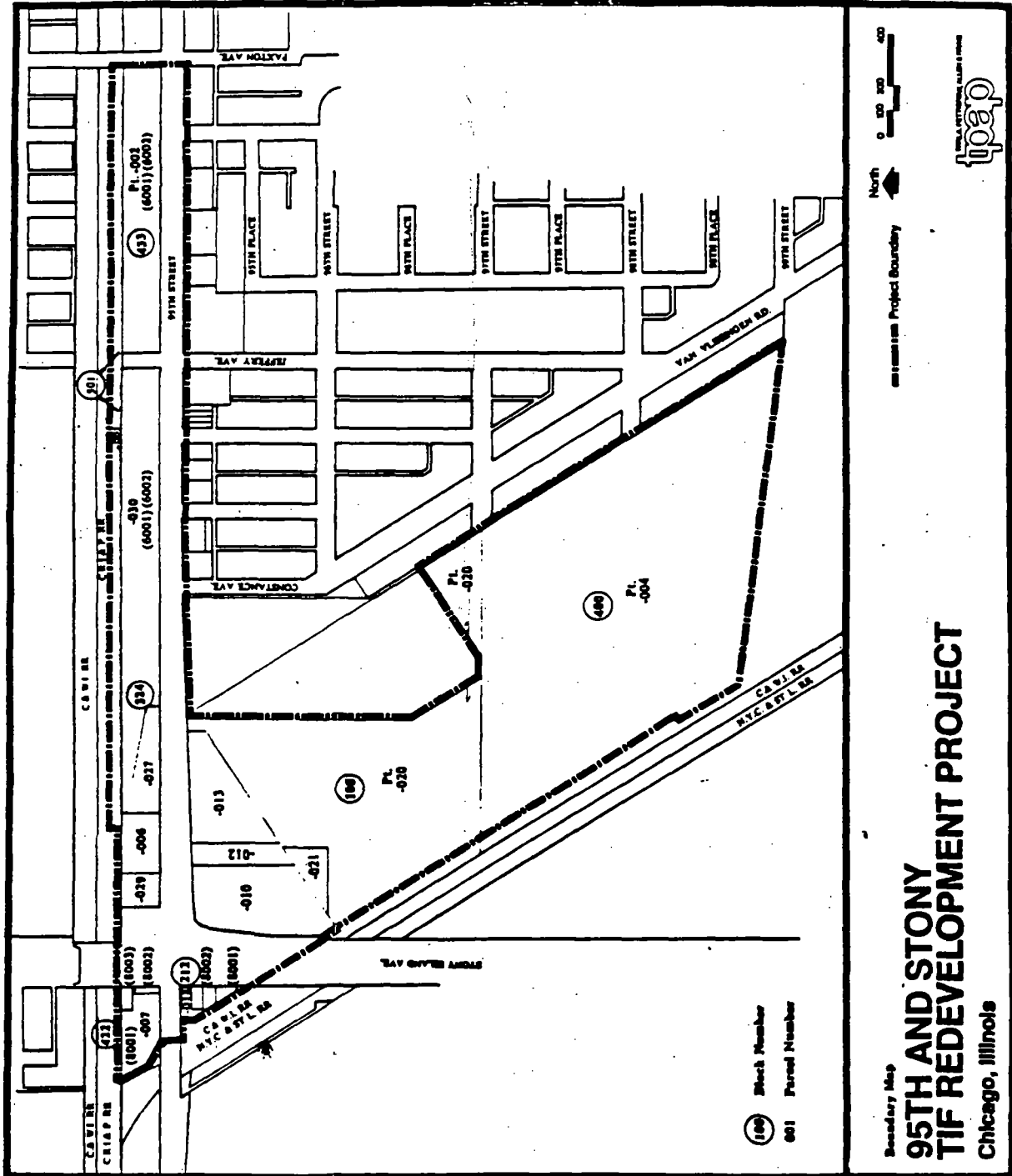
*Exhibit "A".*

*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:

(Continued on page 15277)

EXHIBIT "C".



North

----- Project Boundary



Boundary Map  
**95TH AND STONY  
TIF REDEVELOPMENT PROJECT**  
Chicago, Illinois

Block Number  
Parcel Number

(Continued from page 15275)

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".*

*Street Location.*

The 95th Street and Stony Island Avenue Redevelopment Project Area includes property located along the north side of 95th Street from the Chicago and Western Indiana Railroad (C.&W.I. R.R.) on the west to Paxton Avenue on the east, and property located at the southwest and southeast corners of 95th Street and Stony Island Avenue.

*Exhibit "D".*

*95th Street And Stony Island Avenue*

*Tax Increment Redevelopment Project And Plan.*

*Introduction.*

Economic development is a fundamental part of plans prepared by the City, including the Comprehensive Plan of Chicago completed in 1966, the Far Southeast Development Area Plan completed in 1967, and the Chicago Development Plan, Chicago Works Together,

completed in 1984. Although all departments are involved to varying degrees in implementing economic development policies, the City's Department of Economic Development has primary responsibility for establishing and administering programs and assists designed to stimulate, provide investment in maintaining existing businesses, and in development of new businesses which strengthen and expand the tax and employment base of the City.

The 95th Street and Stony Island Avenue Tax Increment Redevelopment Project is located on the southeast side of the City of Chicago. Beginning around the turn of the century and continuing into the 1970's, the southeast side was part of one of the world's great industrial districts and served as a symbol of the economic strength and vitality of the City. In addition to three major steel producers, the area was home to a large number of related industries and service centers that constituted a critical part of the employment and tax base of the City and region.

Today, the southeast side of the City is an economically distressed area. The closing of Wisconsin Steel, dramatic cut backs in operations at U. S. Steel and LTV Steel, the decline in shipping and port operations, and the attendant job loss are a great concern to the community and to the City as a whole. There is an urgent need for comprehensive economic and community development within this important part of the City.

The Redevelopment Project Area which encompasses property along the north side of 95th Street and the southeast corner of 95th Street and Stony Island Avenue is a predominantly vacant and underutilized area in need of redevelopment. A large portion of the Redevelopment Project Area consists of unused railroad rights-of-way.

The Courtesy Home Center is located on the southeast corner of 95th Street and Stony Island Avenue on a site of approximately 235,000 square feet. Four buildings are located on this site. The principal buildings used for retail sales purposes contains approximately 80,000 square feet of floor area. All of the remaining buildings are of marginal construction quality and are in a deteriorating condition.

The Clearview Plastics building is located on the north side of 95th Street, approximately 375 feet east of Stony Island Avenue. This building is in basically sound condition and used for industrial purposes. The building occupies nearly 60 percent of its site.

The goal of the City of Chicago is that the entire Redevelopment Project Area be redeveloped on a comprehensive and planned development basis in order to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, pedestrian access, vehicular circulation, parking, service and urban design systems will functionally come together, meeting modern-day principles and standards.
2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.

3. Within a reasonable and defined time period so that the area may contribute productively to the economic vitality of the City.

*Tax Increment Financing.*

The Redevelopment Project Area has not been subject to growth and development by private enterprise. An analysis of conditions within this area indicate that it would be appropriate for designation as a redevelopment project, utilizing the State of Illinois tax increment financing legislation.

This analysis disclosed that the area was originally developed without the benefit or guidance of overall community planning, and the area does not meet basic standards and guidelines for contemporary development. As a result of the lack of community planning, adequate development controls and other factors, the area is characterized by conditions which warrant the designation of the entire area as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act of the State of Illinois (hereinafter referred to as the "Act"). The Act is found in Illinois Revised Statutes, Chapter 24, Section 11-74.4-1 et seq., as amended.

In January, 1977, tax increment financing ("T.I.F.") was made possible by the Illinois General Assembly through passage of the Act. The Act provides a means for municipalities after the approval of a "redevelopment plan and project" to redevelop "blighted", "conservation" or "industrial park conservation" areas and to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the current equalized assessed valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. (the "initial value") of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

The 95th Street and Stony Island Avenue Tax Increment Area Redevelopment Project and Plan (hereinafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private actions in the Redevelopment Project Area.

In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project".

This Redevelopment Plan also specifically describes the 95th Street and Stony Island Avenue Tax Increment Development Project Area (hereinafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirements of the Act. The Redevelopment Project Area boundaries are described in Section 2 of the Redevelopment Plan and shown on the Boundary Map, Figure 1.

After its approval of the Redevelopment Plan, the City Council then formally designates the Redevelopment Project Area.

Revitalization of the Redevelopment Project Area is a large and complex undertaking, and it presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. Planning and development efforts to date have not been capable of stimulating this comprehensive and coordinated public and private effort. In addition, the Redevelopment Project Area as a whole has not been subject to growth and development by private enterprise. The adoption of this Redevelopment Plan will make possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area -- an area which is not anticipated to develop without the adoption of this Redevelopment Plan. Through public investment, the area will become a stable environment to attract properly scaled new private investment to set the stage for the rebuilding of the area with private capital.

Successful implementation of the Redevelopment Plan and Project requires that the City of Chicago take full advantage of the real estate tax increments attributed to the Redevelopment Project as provided for in accordance with the Act. The Redevelopment Project Area would not reasonably be developed without the use of such incremental revenues. Incremental revenues will be exclusively utilized for the development of the Redevelopment Project Area.

*Redevelopment Project Area Legal Description.*

Boundaries of the Redevelopment Project Area are shown on (Sub)Exhibit 1, Boundary Map. The legal description of the Redevelopment Project Area is as follows:

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 northline 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.

*Redevelopment Project Area Goals And Objectives.*

Managed growth in the form of investment in new development and facilities is essential in the Redevelopment Project Area, as it is in the entire City. Redevelopment efforts in the Redevelopment Project Area will strengthen the entire City through environmental improvements, increased tax base and additional employment opportunities.

The Act encourages the public and private sectors to work together to address and solve the problems of urban growth and development. The joint effort between the City and the private sector to redevelop parts of the Redevelopment Project Area will receive significant support from the financing methods made available by the Act.

This section of the Redevelopment Plan identifies the goals and objectives of the Redevelopment Project Area. A latter section of this Redevelopment Plan identifies the more specific programs (the Redevelopment Project) which the City plans to undertake in achieving the redevelopment goals and objectives which have been identified.

**General Goals.**

Improve the quality of life in Chicago by eliminating the influences as well as the manifestations of, physical and economic deterioration and obsolescence within the Redevelopment Project Area.

Provide sound economic development in the Redevelopment Project Area.

Revitalize the Redevelopment Project Area to establish it as a major community center that serves the southeast area of the City.

Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties to remain adjacent to the Area.

**Redevelopment Objectives.**

Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a blighted area. Section 4 of this document, Blighting Existing in the Redevelopment Project Area, describes the conditions of decline.

Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.

Assemble land into parcels functionally adaptable with respect to shape and size for disposition and redevelopment in accordance with contemporary development needs and standards.

Create an environment which stimulates private investment in new construction, expansion, and rehabilitation.

Achieve development which is integrated both functionally and aesthetically with nearby existing development.

Encourage a high-quality appearance of buildings, rights-of-way, and open spaces, and encourages high standards of design.

Provide sites for needed public improvements or facilities in proper relationship to the projected demand for such facilities and in accordance with accepted design criteria for such facilities.

#### Development And Design Objectives.

Establish a pattern of land-use activities arranged in compact, compatible groupings to increase efficiency of operation and economic relationships.

Provide safe and efficient vehicular access to the project area from major arterial routes, from neighborhoods and communities throughout the region.

Ensure safe and adequate vehicular and pedestrian circulation patterns and capacity in the project area.

Encourage coordinated development of parcels and structures in order to achieve efficient building design; multipurpose use of sites; unified off-street parking, trucking and service facilities; and internal pedestrian connections.

#### *Blighted Area Conditions Existing In The Redevelopment Project Area.*

As set forth the in the "Act", "blighted area" means any improved or vacant area within the boundaries of a redevelopment project area located within the territorial limits of the municipality where, if improved, industrial, commercial and residential buildings or improvements, because of a combination of 5 or more of the following factors: age; dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; or lack of community planning, is detrimental to the public safety, health, morals or welfare, or if vacant, the sound growth of the taxing districts is impaired by, (1) a combination of 2 or more of the following factors; obsolete platting of the vacant land; diversity of ownership of such land; tax and special assessment delinquencies on such land; flooding on all or part of such vacant land; or deterioration of structures or site

improvements in neighboring areas adjacent to the vacant land, or (2) the area immediately prior to becoming vacant qualified as a blighted improved area, or (3) the area consists of an unused quarry or unused quarries, or (4) the area consists of unused railyards, rail tracks or railroad rights-of-way, or (5) the area, prior to its designation, is subject to chronic flooding which adversely impacts on real property in the area and such flooding is substantially caused by one or more improvements in or in proximity to the area which improvements have been in existence for at least five years, or (6) the area consists of an unused disposal site, containing earth, stone, building debris or similar material, which were removed from construction, demolition, excavation or dredge sites, or (7) the area is not less than 50 or more than 100 acres and 75 percent of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within five years prior to the designation of the Redevelopment Project Area, and which area meets at least one of the factors itemized in provision (1) of this subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

Based upon surveys, inspections and analyses of the area, the Redevelopment Project Area which encompasses an area of approximately 76 acres, qualifies as a "blighted area" as defined by the Act. Specifically:

The area encompasses two areas of unused railroad rights-of-way totaling 54.65 acres which is approximately 71.9 percent of the Redevelopment Project Area.

Improved non-railroad rights-of-way areas are characterized by the presence of a combination of five or more of the blighting factors as listed in the Act.

Vacant parcels are characterized by the presence of two or more of the blighting factors as listed in the Act.

The blighting factors present are reasonably distributed throughout the area.

All blocks within the area show the presence of blighting factors.

The area includes only those contiguous parcels of real property and improvements thereon substantially benefited by the proposed redevelopment project improvements.

The Redevelopment Project Area includes all or portions of five blocks as defined for real estate tax assessment purposes and illustrated in (Sub)Exhibit 2, Summary of Blighting Factors. Unused railroad rights-of-way cover portions of Blocks 100, 400, 324 and 433 contained within the Redevelopment Project Area. The unused railroad rights-of-way encompass 54.65 acres which is approximately 86.9 percent of the net land area (not including street rights-of-way) contained within the Redevelopment Project Area.

The non-railroad rights-of-way areas encompass approximately 17.25 acres, of which 14.61 acres or 84.69 percent is improved with buildings or site improvements. The following blighting factors are present in these areas:



1. Dilapidation.

Dilapidation as a factor is presented to a limited extent. This factor is present in the Courtesy Home Center property where three of the accessory storage buildings are in substandard (dilapidated) condition.

2. Obsolescence.

Obsolescence as a factor is present to a major extent. Conditions contributing to this factor include obsolete platting resulting in the presence of parcels of irregular shape and size for development purposes, and obsolete, single purpose buildings.

3. Deterioration.

Deterioration as a factor is present to a major extent. Deteriorating conditions include off-street parking and site surface areas, street pavement, curbs and sidewalks and three secondary structures, and to a limited degree in one large building.

4. Excessive Vacancies.

Excessive vacancies as a factor are present to a major extent in the irregularly shaped parcel on the south side of 95th Street, and within Blocks 422 and 212 on the southwest and northwest quadrants of the 95th and Stony Island intersection.

5. Excessive Land Coverage.

Excessive land coverage as a factor is present on the north side of 95th Street where the existing industrial building occupies close to 60 percent of the site resulting in inadequate provision for setbacks, parking, access, loading and service.

6. Deleterious Land-Use Or Layout.

Deleterious land-use or layout as a factor is present to a major extent. Conditions contributing to this factor include the irregular and varied sizes of parcels, improper layout of buildings, and the existence of railroad embankment areas.

7. Depreciation Of Physical Maintenance.

This factor exists to a major extent and includes vacant properties, parking areas, site conditions, streets, curbs and sidewalks.

8. Lack Of Community Planning.

Lack of community planning is present to a major extent throughout the entire area. Conditions contributing to this factor include lack of consistent subdivision design standards resulting in parcels of limited or irregular size for development in accordance with current day needs and standards, and lack of reasonable development standards for building setbacks, off-street parking and loading.

Currently vacant sites, including the unused railroad rights-of-way, are characterized by obsolete platting, diversity of ownership, and are located adjacent to deteriorating site improvements. Moreover, the large vacant, unused railroad right-of-way south of 95th Street contains a "Wetlands" area with swamp-like conditions and standing water.

The above findings are based upon surveys and analyses conducted by qualified members of the firm of Trkla, Pettigrew, Allen & Payne. The surveys and analyses conducted include:

1. Exterior survey of the condition and use of each building;
2. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
3. Analysis of existing uses and their relationships;
4. Comparison of current land use to current zoning ordinance and the current zoning map;
5. Comparison of surveyed buildings to property maintenance and other codes of the City;
6. Analysis of original and current platting and building size and layout;
7. Analysis of vacant sites;
8. Analysis of building floor area and site coverage;
9. Review of previously prepared plans, studies and data; and
10. Analysis of real estate assessment data.

*95th Street And Stony Island Avenue  
Redevelopment Project.*

Redevelopment Plan And Project Objectives.

The City proposes to achieve its redevelopment goals and objectives for the 95th Street and Stony Island Avenue Redevelopment Project through public financing techniques, including tax increment financing, and by undertaking some or all of the following actions:

1. Assembling sites for redevelopment through appropriate land assemblage techniques, including: (a) acquiring and removing deteriorated and/or obsolete buildings and buildings so situated as to interfere with replatting of the land into parcels suitable for redevelopment in accordance with this Redevelopment Plan; (b) vacating, where necessary, existing public rights-of-way and making them a part of one or more redevelopment sites; and (c) assisting relocation of businesses where necessary to achieve objectives of the Redevelopment Plan.
2. Providing for the conservation and preservation of basically sound buildings.
3. Providing public improvements and facilities which may include: (a) parking facilities; (b) new utilities and utility adjustments; (c) surface right-of-way improvements; (d) pedestrian walkways; (e) landscape buffer improvements; and (f) restorations of wetland areas.
4. Entering into redevelopment agreements for the construction of private improvements in accordance with this Redevelopment Plan.

Redevelopment Activities.

1. Assemblage Of Sites.

To achieve the renewal of the Redevelopment Project Area, property identified in Development Program, (Sub)Exhibit 3, attached hereto and made a part hereof, may be acquired by purchase, exchange or long-term lease by the City of Chicago and cleared of all improvements and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or recreational facilities. The City may determine that to meet the objectives of this Redevelopment Plan, properties in the Redevelopment Project Area not scheduled for acquisition may be acquired, and properties shown as scheduled for acquisition may be exempted from acquisition, without amendment to this plan.

Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods and so that the adverse effects of clearance activities may be minimized. Clearance and demolition activities will include demolition of buildings, breaking-up and removal of old foundations, excavation and removal of soil and other materials to create suitable sites for new development and to provide for storm drainage.

2. Relocation.

Active businesses that are displaced by the acquisition of property will be relocated and may be provided with assistance payments, comparable and suitable relocation space, and advisory services.

As an incidental but necessary part of the redevelopment process, the City may devote property which it has acquired to temporary uses until such property is scheduled for disposition and redevelopment.

3. Provision Of Public Improvements And Facilities.

Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:

- a. Adjustments and modifications to sewer and water lines as may be necessary to facilitate and serve redevelopment in accordance with the objectives and provisions of this Redevelopment Plan.
- b. The vacation, removal, resurfacing, widening, reconstruction and other improvements of streets, and other public rights-of-way.
- c. Repair and/or construction of pedestrian walkway improvements and beautification improvements.
- d. Construction of open space and landscape buffer improvements.
- e. Construction of retaining walls.
- f. Preservation and/or restoration of designated "wetland" areas.

In the event the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

4. **Redevelopment Agreements.**

Land assemblage which may be by purchase, exchange or long-term lease shall be conducted for (a) sale, lease or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in this Redevelopment Plan.

*General Land-Use Plan.*

This Redevelopment Plan and the proposed projects described herein conform to the land-use development policies for the municipality as a whole as currently provided by the Comprehensive Plan of Chicago, and the Development Area Plan for southeast Chicago.

The Land-Use Plan, (Sub)Exhibit 4, attached hereto and made a part hereof, identifies land-uses and public rights-of-way to be in effect upon adoption of this Plan. The major land-use categories included within the Redevelopment Project Area are Business-Planned Development, Commercial, Industrial, and Open Space.

All major thoroughfares and street rights-of-way are shown on the Land-Use Plan map. Their locations are subject to minor modification.

The Land-Use Plan as designated in (Sub)Exhibit 4 provides a guide for future land-use improvements and developments within the Project Area. It identifies which lands should be used for commercial, and industrial land uses. It describes interrelationships between land-use areas, and the types of projects and improvements desirable in each area.

Recommendations For Specific Land-Use Areas Are Presented Below.

**Business Planned Development.**

The Business Planned Development Area is intended to serve as a location for a community-related general merchandise and convenience retail center to cater to the greater southeast Chicago area. Permitted uses include:

1. General and specialty retail uses which cater to the residents of the southeast Chicago area, including men's, women's and children's fashion and casual shops; shoe stores; jewelry stores; gift shops; greeting card shops; toy stores; electronic and video shops; appliance, television, and record shops; and other similar and compatible general and specialty retail uses.
2. Convenience retail uses which cater to the daily convenience needs of employees, visitors, and residents in the southeast Chicago area, including such uses as photographic and reproduction shops; computer services; travel services; newspaper, candy, tobacco and ice cream shops; notions and sundries shops; and other similar and compatible convenience retail uses.
3. Super-market food stores, delicatessens, bakeries, and other similar and compatible retail food uses.
4. Restaurants and eating and drinking establishments.
5. Offices and financial institutions.
6. Off-street parking.
7. Private and public open spaces.
8. Similar and compatible uses.

#### Commercial .

The northwest, northeast and southwest corners of 95th Street and Stony Island Avenue are proposed for small-scale commercial use consistent with the limited size of the development parcels. One or all of the development parcels may be improved as attractively landscaped open space.

#### Industrial.

The existing industrial use on the north side of 95th Street should be maintained. Permitted uses for this site are those specified for the M1-1 district in the Chicago Zoning Ordinance. In the event that industrial use of the building is discontinued in the future, the building and/or site should be used for either industrial or commercial use that is compatible with adjacent and nearby development.

### Open Space.

All or portions of the southern portion of the Redevelopment Project Area will be retained and improved as open space. Designated Wetland Areas located within this area will be retained or expanded as may be required.

### Design And Development Objectives.

It is intended that the Project Area be improved and developed as an economically viable and aesthetically pleasing environment. The following design and development objectives should be used to guide all improvements and new developments within the Project Area.

All new development should complement existing surrounding uses in terms of size, scale, intensity and appearance.

The massing and interrelationship of new buildings and open space areas should help create a distinct and attractive visual identity for specific development districts and for the overall Project Area.

All new development should be characterized by high-quality building construction and site design.

Attractive and well-landscaped frontages should be provided along all streets.

Safe and efficient vehicular circulation systems should be provided which enable adequate access to, movement within, and connections between, development areas.

An adequate supply of conveniently located short-term patron and long-term employee parking spaces should be provided within all development areas; consolidation and joint-use of parking areas should be encouraged where possible.

All parking areas should be paved, striped, lighted, well maintained, and be designed to allow for proper drainage.

Adequate screening and buffering should be provided around all new parking areas.

Off-street loading and service facilities should be consolidated where possible, and should be screened and buffered from adjacent development areas and public streets.

An overall, comprehensive pedestrian circulation system should be provided which facilitates pedestrian movement between buildings, parking and building destinations.

Adequate screening and buffering should be provided between different land-use areas, particularly between residential and non-residential development areas.

An overall system of signage should be provided which will establish visual continuity and promote a positive overall image for the Project Area.

*Estimated Redevelopment Project Costs.*

Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project. Such costs may include, without limitation, the following:

1. Costs of studies and surveys, plans and specifications, and professional service costs including but not limited to architectural, engineering, legal, marketing, financial, planning and special services.
2. 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.
3. Relocation costs to the extent that the City determines that relocation costs shall be paid or that the City is required to make payment of relocation costs by federal or state law.
4. Costs of rehabilitation, construction, repair or remodeling of existing buildings and fixtures.
5. Costs of the construction of public works or improvements.
6. 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 obligation issued under the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 18 months thereafter and including reasonable reserves related thereto.
7. 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 Redevelopment Plan and Project, to the extent the municipality, by written agreement, accepts and approves such costs.



8. Relocation costs to the extent that the City determines that relocation costs shall be paid or that the City is required to make payment or relocation costs by federal or state law.
9. Payment in lieu of taxes.
10. Cost of job training, advanced vocational education or career education, et cetera, incurred by one or more taxing districts in accordance with specified conditions.
11. Eligible cost incurred by a developer related to the construction, renovation or rehabilitation of a Redevelopment Project in accordance with specified conditions.

Estimated costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such Redevelopment Project costs in anticipation of the adoption of tax increment financing, the City shall be reimbursed for such redevelopment costs. The total

Redevelopment Project costs are intended to provide an upper limit on expenditures. Within this limit, adjustments may be made in line items without amendment of this Redevelopment Plan.

*Table 1.*

*Estimated Redevelopment Project Costs.*

Program Action/Improvement.

|  |             |
|--|-------------|
| Acquisition, Relocation and Demolition   | \$5,845,000 |
| Site Work<br>(Including soil removal and replacement)  | 4,325,000   |
| Public Improvements<br>(Including street and sidewalk improvements,<br>utility adjustments, wetland relocation, traffic<br>signal, lighting and landscaping) | 2,462,500   |
| Architect and Engineer Fees  | 72,000      |

|   |                     |
|---|---------------------|
| Issuance Costs*<br>(Including T.I.F. appraisal, capitalized interest,<br>discount points, debt service reserve and<br>administrative expense) | <u>2,500,000</u>    |
| <b>TOTAL COST:</b>  | <b>\$15,204,500</b> |

*Sources Of Funds To Pay Redevelopment Project Costs.*

The Act provides a means for municipalities to finance public redevelopment costs with incremental real estate tax revenues. Incremental real estate tax revenue ("tax increment revenue") is derived from the increase in the current equalized assessed valuation ("E.A.V.") of real property within the T.I.F. redevelopment area over and above the certified initial E.A.V. (the "initial value") of the real property. Any increase in E.A.V. is then multiplied by the current tax rate which results in tax increment revenue. A decline in current E.A.V. does not result in a negative real estate tax increment.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the Redevelopment Project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge. To further secure the issuance of obligations a municipality may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

A municipality's own ad valorem tax arising from levies on taxable real property must be included in the determination of incremental revenue. If the municipality does not extend such a tax, it shall annually deposit in the municipality's Special Tax Increment Fund an amount equal to 10% of the total contributions to the fund from all other taxing districts in that year. This payment shall be in lieu of a contribution of ad valorem taxes on real property. If no such payment is made, any redevelopment project area of the municipality shall be dissolved.

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\* Issuance costs include ordinary, reasonable and accustomed charges and out-of-pocket disbursements associated with the issuance of obligations.

*Issuance Of Obligations.*

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three (23) years from the adoption of the ordinance approving the Redevelopment Project Area, such ultimate retirement date occurring in the year 2012. Also, the final maturity date of any such obligations which are issued may not be later than twenty (20) years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal of and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserve, bond sinking funds and Redevelopment Project costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing districts in the Redevelopment Project Area in the manner provided by the Act.

*Most Recent Equalized Assessed Valuation Of Properties  
In The Redevelopment Project Area.*

Table 2 lists the most recent (1987) equalized assessed valuations of properties in the Redevelopment Project Area. The total estimated equalized assessed valuation for the Redevelopment Project Area is \$1,964,709. This amount is subject to final verification and certification by the County Clerk of Cook County, Illinois. This amount includes the entire value of parcel 25-12-400-004 which will undergo subdivision upon filing the adopted plan with the County, resulting in a different value.

*Table 2.*

*Summary Of 1987 Equalized Assessed Valuations.*

| Permanent Index Number | Equalized Assessed Valuation |
|------------------------|------------------------------|
| 25-01-324-006          | \$360,000                    |
| -027                   | 235,436                      |

| Permanent Index Number | Equalized Assessed Valuation |
|------------------------|------------------------------|
| -029                   | 21,224                       |
| -030                   | *                            |
| 25-01-433-002-6001     | RR.                          |
| -002-6002              | *                            |
| 25-02-422-007-8001     | *                            |
| -007-8002              | *                            |
| -007-8003              | *                            |
| 25-11-212-018-8001     | Exempt                       |
| -018-8002              | 1,352                        |
| 25-12-100-010          | 756,816                      |
| -012                   | 55,972                       |
| -013                   | 70,579                       |
| -020                   | RR.                          |
| -021                   | 18,265                       |
| 25-12-400-044**        | <u>445,065</u>               |
| TOTAL:                 | \$1,964,709                  |

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\* Not listed on tax rolls.

\*\* This entire parcel is not within the proposed Redevelopment Project Area; however, the entire value of 25-12-400-004 is shown. This parcel will undergo subdivision upon the filing of the adopted Redevelopment Plan with the County. The result of this subdivision will produce a different Permanent Index Number and value for this property.

*Anticipated Equalized Assessed Valuation.*

By the year 1991, when it is estimated that all the anticipated private development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at approximately \$13,340,000. By the year 1994, the equalized assessed value of real property within the Redevelopment Project is estimated at approximately \$14,650,000. These estimates are based on several key assumptions, including: 1) redevelopment for the uses specified in this Redevelopment Plan will occur in a timely manner; 2) the market value of the recommended commercial developments will increase following completion of the redevelopment activities described in the Redevelopment Project and Plan; 3) the most recent State Multiplier of 1.8916 as applied to 1987 assessed values will remain unchanged; and 4) for the duration of the project the tax rate for the Redevelopment Area will remain unchanged from the 1987 level of 9.681% for tax code 70002.

*Phasing And Scheduling Of Redevelopment Project.*

A phased implementation strategy will be utilized to achieve a timely and orderly redevelopment of the Project Area.

It is anticipated that City expenditures for Redevelopment Project cost will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers.

The Redevelopment Project is anticipated to be complete at the end of 1990.

*Provisions For Amending The Redevelopment Plan  
And Project.*

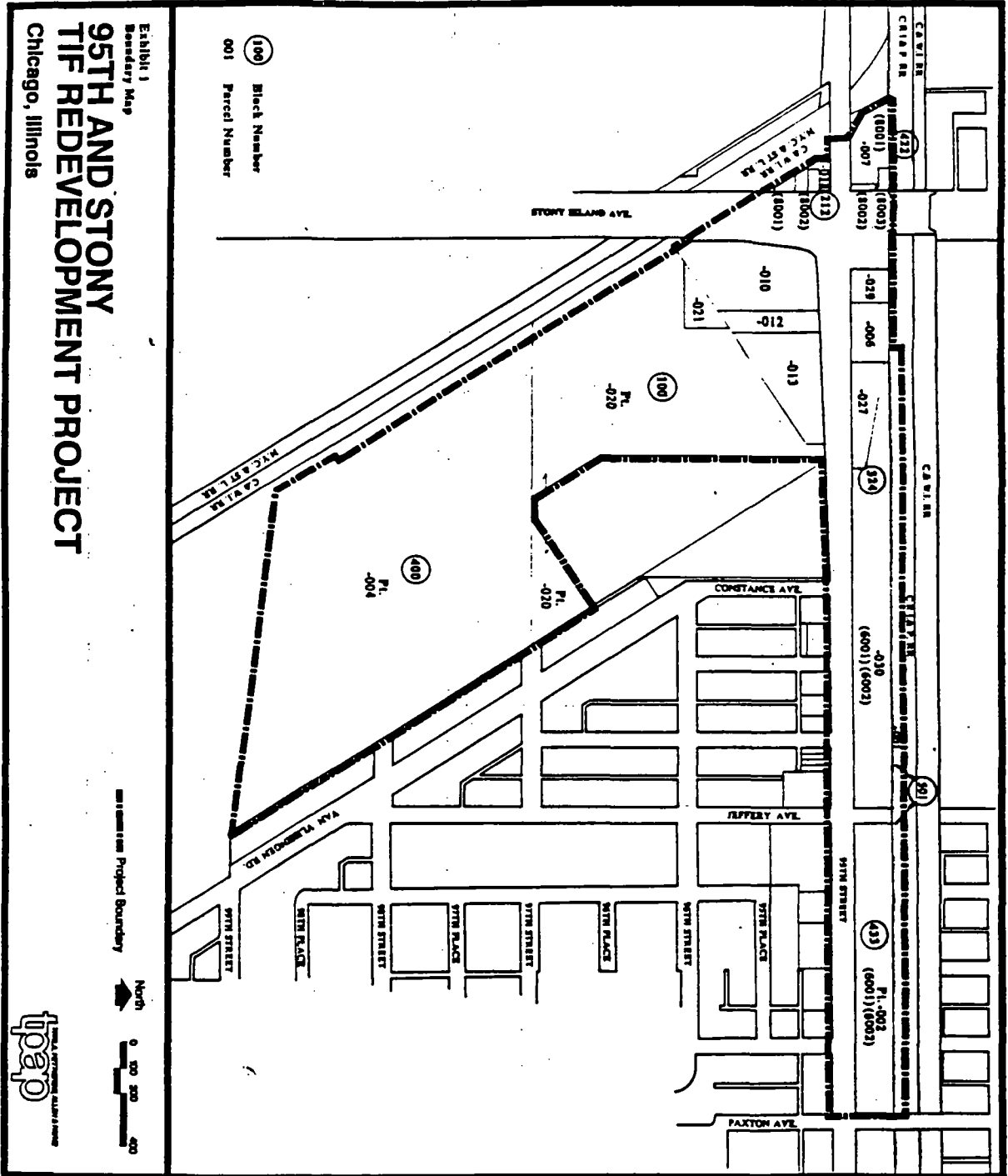
This 95th Street and Stony Island Avenue Tax Increment Redevelopment Project and Plan may be amended pursuant to the provisions of the Act.

*Affirmative Action Plan.*

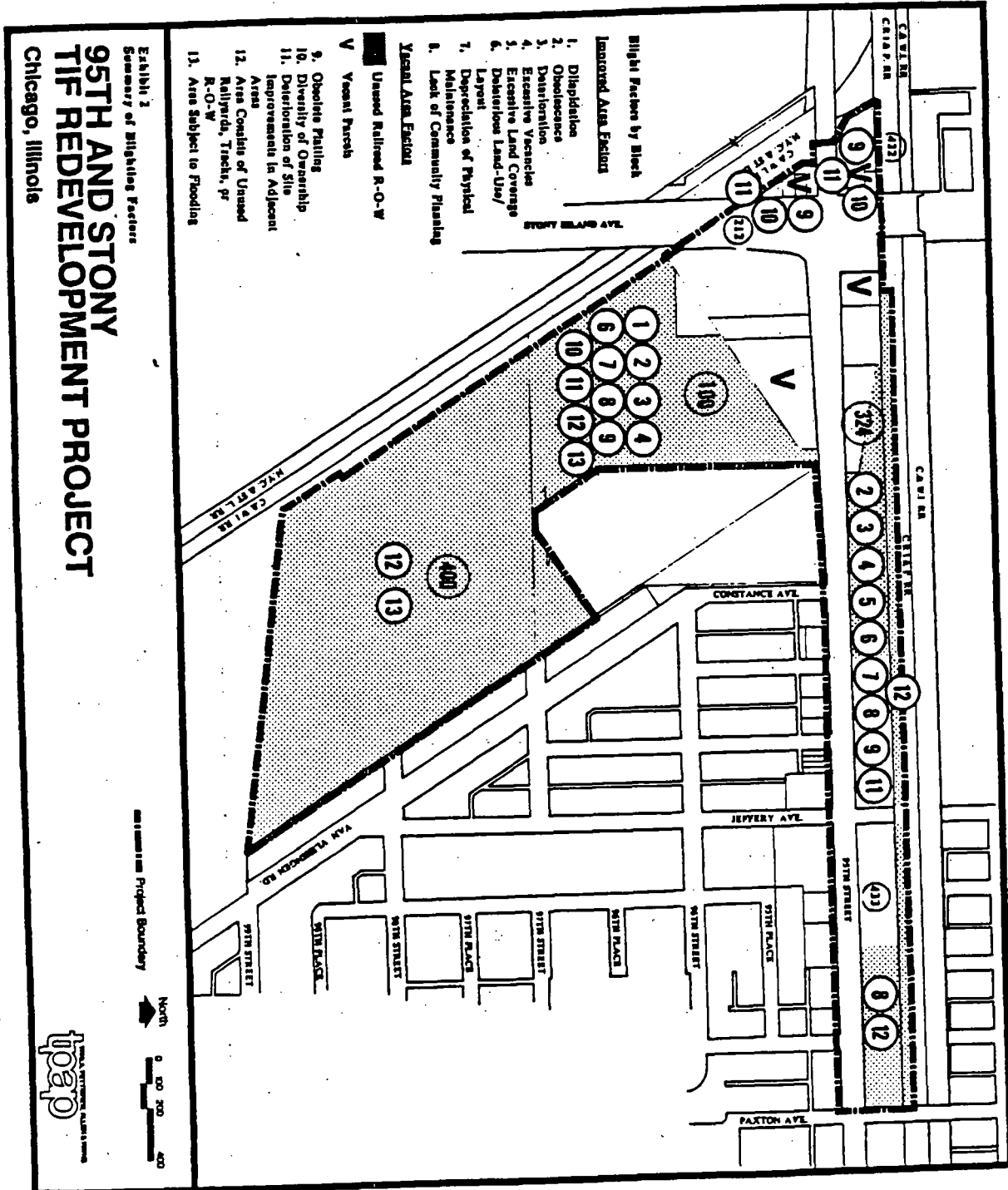
In implementing this Redevelopment Plan the City of Chicago is committed to fair employment practices and will follow its affirmative action plan.

[(Sub)Exhibits 1, 2, 3 and 4 attached to this Tax Increment  
Redevelopment Project and Plan are printed on pages  
15299 through 15302 of this Journal.]

(Sub)Exhibit 1



(Sub)Exhibit 2



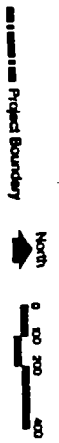
**Slight Factors by Block**  
**Impoverished Area Factors**

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Excessive Vacancies
5. Excessive Land Coverage
6. Deteriorated Land-Use/ Layout
7. Depreciation of Physical Maintenance
8. Lack of Community Planning

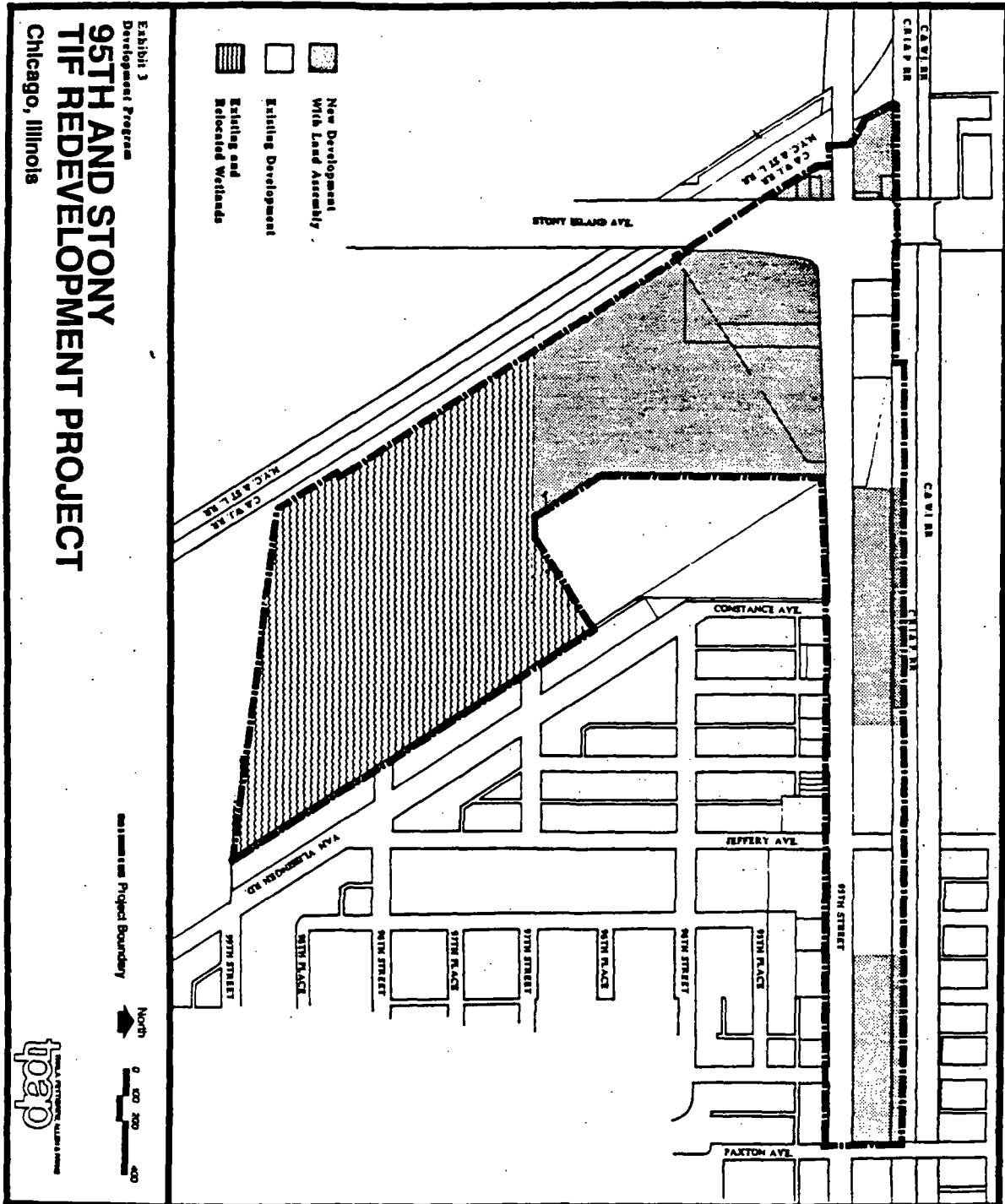
**Urban Area Factors**

- Unused Railroad R-O-W
- V Vacant Parcels
- 9. Obsolete Zoning
- 10. Diversity of Ownership
- 11. Deterioration of Site Improvements in Adjacent Areas
- 12. Area Consists of Unused Railyards, Tracts, or R-O-W
- 13. Area Subject to Flooding

**Exhibit 2**  
**Summary of Slightness Factors**  
**95TH AND STONY**  
**TIF REDEVELOPMENT PROJECT**  
 Chicago, Illinois

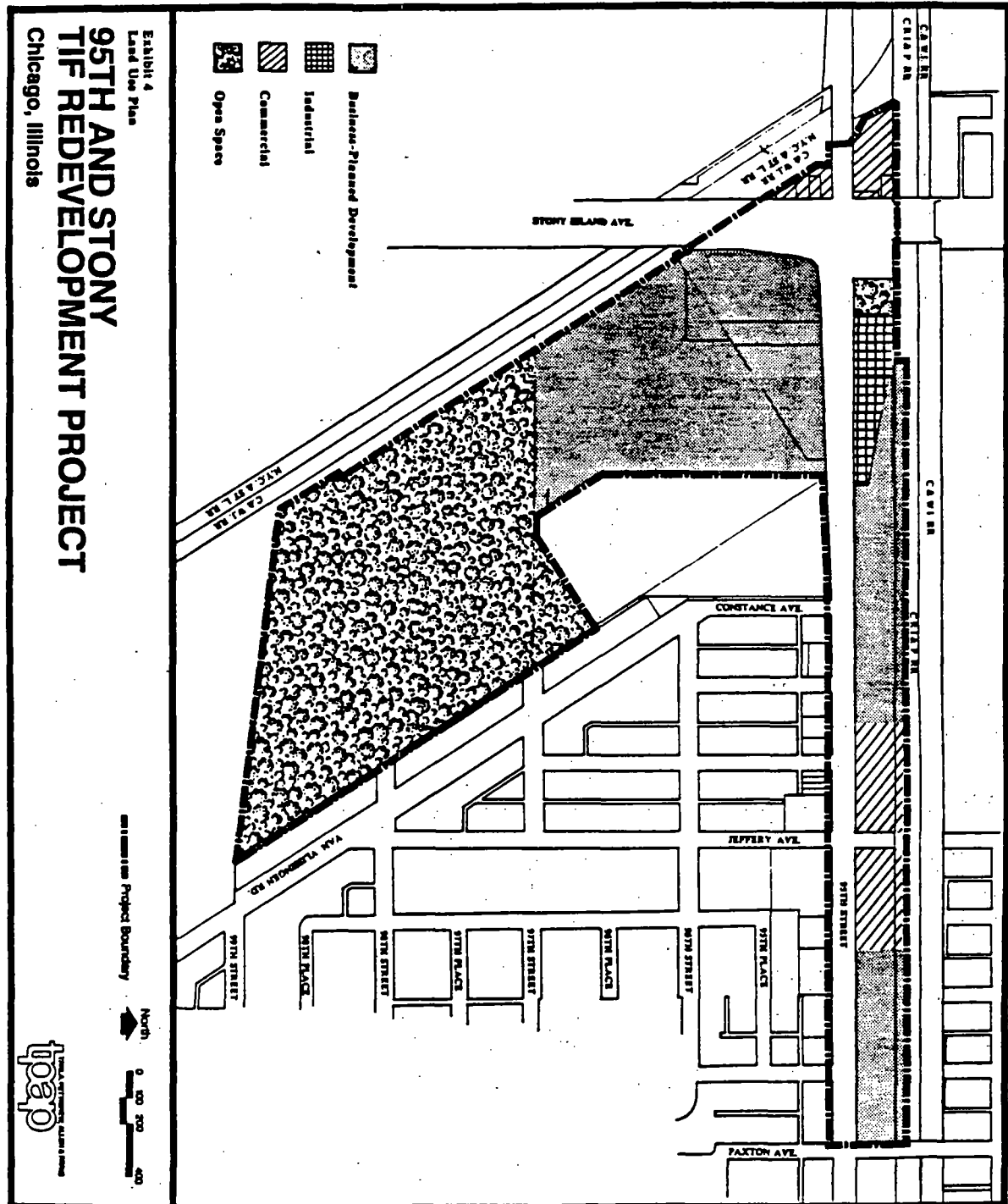


(Sub)Exhibit 3





(Sub)Exhibit 4



DESIGNATION OF 95TH STREET AND STONY ISLAND AVENUE  
AREA AS REDEVELOPMENT PROJECT AREA PURSUANT  
TO TAX INCREMENT ALLOCATION  
REDEVELOPMENT ACT.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the designation of the 95th Street and Stony Island Avenue area as a Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 41.

*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, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"), for a proposed redevelopment plan and redevelopment project (the "Plan" and "Project") within the municipal boundaries of the Municipality and within a proposed redevelopment project area (the "Area") described in Section 1 of this ordinance; and

WHEREAS, The corporate authorities have heretofore by ordinance adopted and approved the Plan and Project, which Plan and Project were identified in such ordinance and were the subject, along with the Area designation hereinafter made, of a public hearing held on March 9, 1990, and it is now necessary and desirable to designate the Area as a Redevelopment Project Area pursuant to the Act; now, therefore,

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

SECTION 1. Area Designated. The Area, as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference, is hereby designated as a Redevelopment Project Area pursuant to Section 11-74.4-4 of the Act. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Invalidity of Any Section. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 3. Superceder and Effective Date. All ordinances, resolutions, motions or orders in conflict herewith be, and the same hereby are, repealed to the extent of such conflict and this ordinance shall be in full force and effect immediately upon its passage by the corporate authorities and approval as provided by law.

[Exhibit "C" attached to this ordinance printed on page 15305 of this Journal.]

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

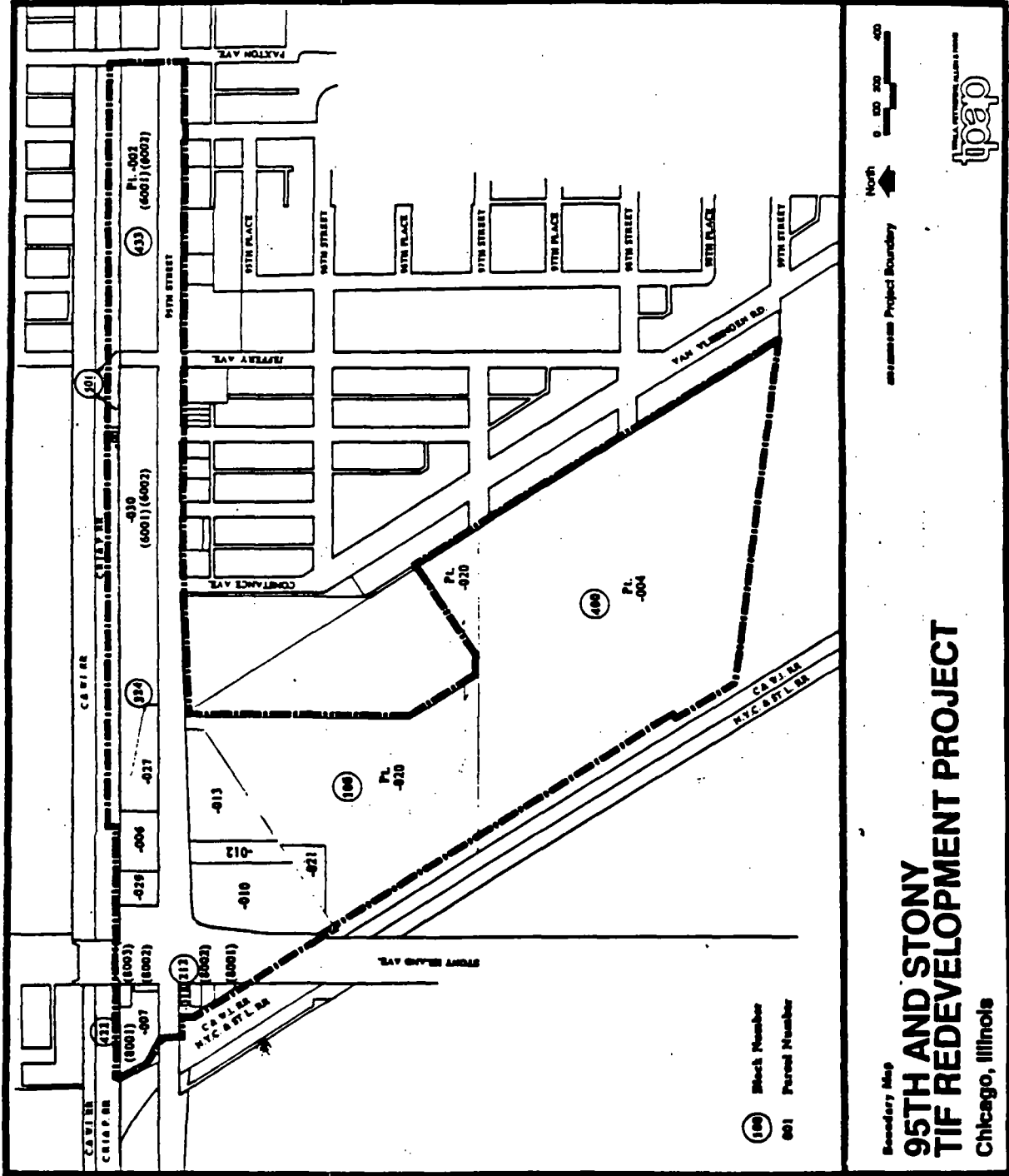
*Exhibit "A".*

*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:

(Continued on page 15306)

EXHIBIT "C".



(Continued from page 15304)

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 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".*

*Street Location.*

The 95th Street and Stony Island Avenue Redevelopment Project Area includes property located along the north side of 95th Street from the Chicago and Western Indiana Railroad (C. & W.I. R.R.) on the west to South Paxton Avenue on the east, and property located at the southwest and southeast corners of 95th Street and Stony Island Avenue.

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ADOPTION OF TAX INCREMENT ALLOCATION FINANCING  
FOR 95TH STREET AND STONY ISLAND AVENUE  
REDEVELOPMENT TAX INCREMENT  
FINANCING PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the adoption of Tax Increment Financing for the 95th Street and Stony Island Redevelopment Tax Increment Financing Project, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 41.

*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, It is desirable and in the best interests of the citizens of the City of Chicago, Illinois (the "Municipality"), for the Municipality to adopt tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, Division 74.4 of Article 11 of the Illinois Municipal Code, as amended (the "Act"); and

WHEREAS, The Municipality has heretofore adopted by ordinance a redevelopment plan (the "Plan") and redevelopment project (the "Project") as required by the Act, and has heretofore designated by ordinance a redevelopment project area (the "Area") as required by the Act, and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

SECTION 1. Tax Increment Financing Adopted. Tax increment allocation financing is hereby adopted to pay redevelopment project costs as defined in the Act and as set forth in the Plan and the Project within the Area as described in Exhibit A attached hereto and incorporated herein as if set out in full by this reference. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein as if set out in full by this reference. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein as if set out in full by this reference.

SECTION 2. Allocation of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 11-74.4-9(c) of the Act each year after the effective date of this ordinance until the Project costs and obligations issued in respect thereto have been paid shall be divided as follows:

a. That portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to respective affected taxing districts in the manner required by law, in the absence of the adoption of tax increment allocation financing.

b. That portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to and when collected shall be paid to the municipal treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "1990 95th Street and Stony Island Avenue Redevelopment Project Area Special Tax Allocation Fund" of the Municipality and such taxes be used for the purpose of paying Project costs and obligations incurred in the payment thereof.

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

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

[Exhibit "C" attached to this ordinance printed on page 15310 of this Journal.]

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

*Exhibit "A".*

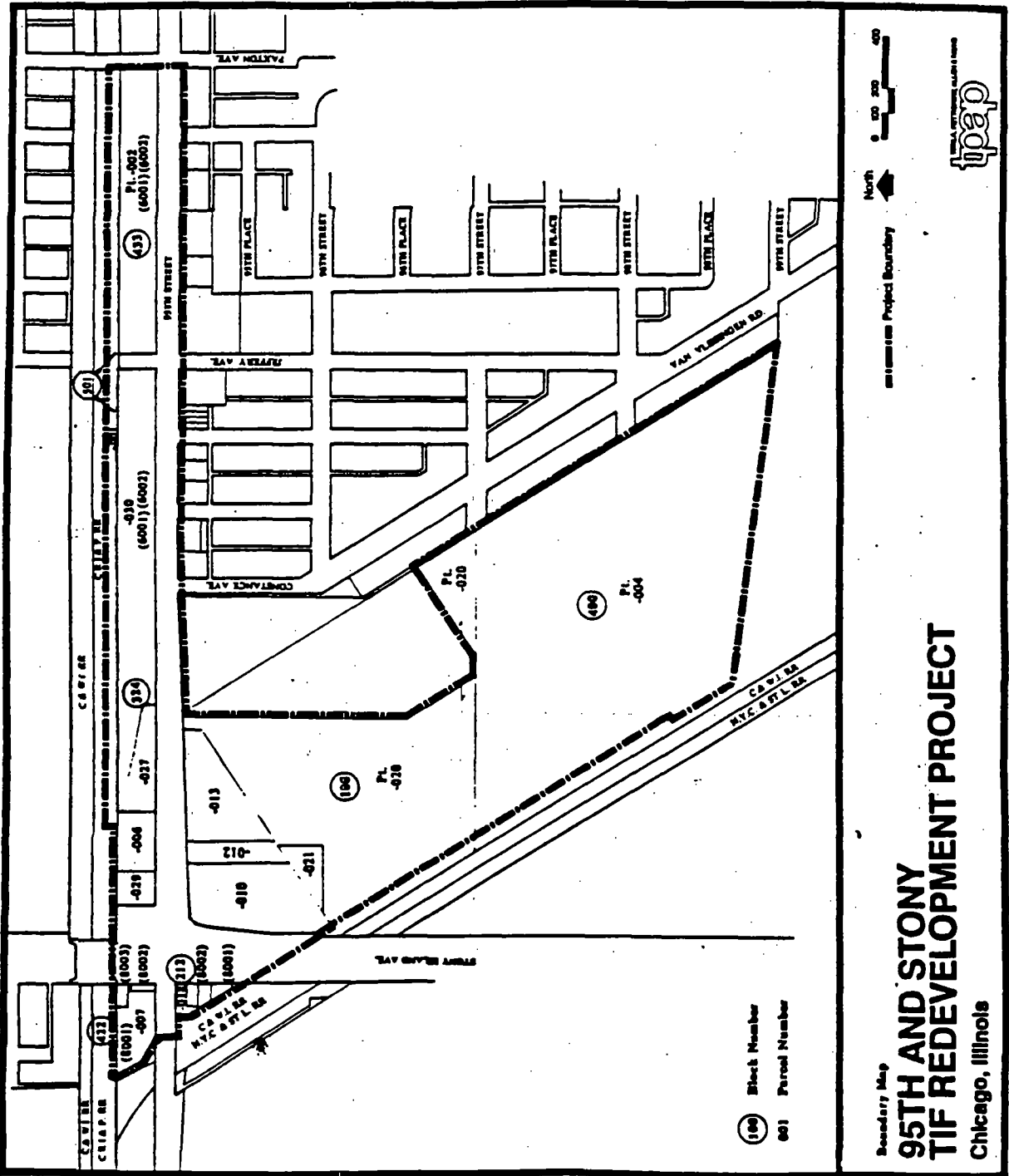
*Redevelopment Project Area Legal Description.*

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:

(Continued on page 15311)



EXHIBIT "C".



(Continued from page 15309)

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 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".*

*Street Location.*

The 95th Street and Stony Island Avenue Redevelopment Project Area includes property located along the north side of 95th Street from the Chicago and Western Indiana Railroad (C. & W.I. R.R.) on the west to South Paxton Avenue on the east, and property located at the southwest and southeast corners of 95th Street and Stony Island Avenue.

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

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of an application to the United States Department of Housing and Urban Development for the City of Chicago's 1990 allocation under the Rental Rehabilitation Program funds, in the amount of \$4,508,000, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 42.

*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 ("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 Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program in Section 301 of the Housing and Urban/Rural Recovery Act of 1983, which program among other things provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has approved the sum of \$4,508,000 of Rental Rehabilitation Program grant funds to the City in Federal Fiscal Year 1990, subject to the City submitting a proper request therefore; and

WHEREAS, The Department of Housing has prepared a program description and appropriate certifications as required, to accompany the City's request to H.U.D. for grant funds allocated to it under the Rental Rehabilitation Program; now, therefore,

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

SECTION 1. The Mayor is authorized to submit, on behalf of the City, an application, substantially in the form attached hereto as Exhibit A, to H.U.D. to receive the City's Federal Fiscal Year 1990 allocation of \$4,508,000 under the Rental Rehabilitation Program.

SECTION 2. The Commissioner of the Department of Housing is authorized to submit such certifications and assurances as may be required or requested in connection with the aforesaid application, including but not limited to the certification substantially in the form attached hereto as Exhibit B.

SECTION 3. In the event the application is approved, the Commissioner of Housing is further authorized to enter into and execute such agreements, documents and understandings as are required or necessary to implement the terms of allocation of grant funds, including but not limited to a Memorandum of Understanding with the Chicago Housing Authority substantially in the form attached hereto as Exhibit C.

SECTION 4. The City shall not engage in discrimination based on race, color, religion, sex, national origin, handicap, sexual orientation, geographic location, or political affiliation in its implementation of the Rental Rehabilitation Program.

SECTION 5. This ordinance shall be in full force and effect by and from the date of its passage.

[Exhibit "A" attached to this ordinance printed on page 15315  
of this Journal.]

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

*Exhibit "B".*

*Certification.*

The City of Chicago, through its Department of Housing does hereby certify and attest as follows:

(Continued on page 15316)

**EXHIBIT "A".**

OMB Approval No. 0348-0043

**APPLICATION FOR FEDERAL ASSISTANCE**

|  |  |  |                                       |
|--|--|--|---------------------------------------|
| 1. TYPE OF SUBMISSION:<br>Application<br><input checked="" type="checkbox"/> Construction <input type="checkbox"/> Preapplication Construction<br><input type="checkbox"/> Non-Construction <input type="checkbox"/> Non-Construction  |  | 2. DATE SUBMITTED<br>04/90   | Applicant Identifier                  |
|  |  | 3. DATE RECEIVED BY STATE  | State Application Identifier          |
|  |  | 4. DATE RECEIVED BY FEDERAL AGENCY   | Federal Identifier                    |
| 5. APPLICANT INFORMATION   |  |  |                                       |
| Legal Name<br>City of Chicago  |  | Organizational Unit:<br>Department of Housing  |                                       |
| Address (give city, county, state, and zip code)<br>318 South Michigan Avenue<br>Chicago, Illinois 60604   |  | Name and telephone number of the person to be contacted on matters involving this application (give area code)<br>Stephen J. Gladden<br>(312) 744-4366   |                                       |
| 6. EMPLOYER IDENTIFICATION NUMBER (EIN):<br>[ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]  |  | 7. TYPE OF APPLICANT: (enter appropriate letter in box) <input type="checkbox"/><br>A State      H Independent School Dist.<br>B County      I State Controlled Institution of Higher Learning<br>C Municipal      J Private University<br>D Township      K Indian Tribe<br>E Interstate      L Individual<br>F Intermunicipal      M Profit Organization<br>G Special District      N Other (Specify): _____ |                                       |
| 8. TYPE OF APPLICATION:<br><input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision<br>If Revision, enter appropriate letter(s) in box(es): <input type="checkbox"/> <input type="checkbox"/><br>A Increase Award      B Decrease Award      C Increase Duration<br>D Decrease Duration      Other (specify): _____ |  | 9. NAME OF FEDERAL AGENCY:<br>U.S. Department of Housing and Urban Development   |                                       |
| 10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: R 1 4 2 3 0<br>TITLE: Rental Rehabilitation Program   |  | 11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:<br>Rental Rehabilitation Program<br>To provide support for the rehabilitation of privately owned real estate property to be used for residential rental purposes.  |                                       |
| 12. AREA AFFECTED BY PROJECT (cities, counties, states, etc.)<br>Chicago, Cook County, Illinois  |  |  |                                       |
| 13. PROPOSED PROJECT:<br>Start Date: 05/01/90      Ending Date: _____  |  | 14. CONGRESSIONAL DISTRICTS OF:<br>a. Applicant: 1, 2, 3, 5, 6, 7, 8, 9, 11      b. Project: 1, 2, 3, 5, 6, 7, 8, 9, 11  |                                       |
| 15. ESTIMATED FUNDING:<br>a. Federal: \$ 4,508,000 .00<br>b. Applicant: \$ _____ .00<br>c. State: \$ _____ .00<br>d. Local: \$ _____ .00<br>e. Other: \$ 6,000,000 .00<br>f. Program Income: \$ _____ .00<br>g. TOTAL: \$ 10,508,000 .00   |  | 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?<br>a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:<br>DATE _____<br>b. NO <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372<br><input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW                           |                                       |
|  |  | 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?<br><input type="checkbox"/> Yes      If "Yes," attach an explanation. <input checked="" type="checkbox"/> No  |                                       |
| 18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED   |  |  |                                       |
| i. Typed Name of Authorized Representative<br>Richard M. Daley   |  | b. Title<br>Mayor  | c. Telephone number<br>(312) 744-3300 |
| d. Signature of Authorized Representative  |  | e. Date Signed   |                                       |

Previous Editions Not Usable

Standard Form 424 (REV. 4-88)  
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Authorized for Local Reproduction

(Continued from page 15314)

1. That the submission of the Program Description of the Rental Rehabilitation Program of the City of Chicago to the U. S. Department of Housing and Urban Development and execution of same has been authorized by the City Council of the City of Chicago through the passage of the attached ordinance of the \_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_.
2. That the Program Description was developed in consultation with the public through public hearings held by the Department of Housing on June 18, 1984, December 7, 1987, December 9, 1988 and January 9, 1989 and by the City Council Committee on Finance on \_\_\_\_\_, 1990 and the Program Description has been and is available to the public upon request.
3. That the City of Chicago, Department of Housing requests that the 100% lower income benefit standard be reduced to a 70% standard in order to enhance the successful implementation of the Rental Rehabilitation Program. It is further certified that this reduction is necessary to meet one or both of the following objectives:
  - a. To minimize the displacement of tenants in projects to be rehabilitated, and/or
  - b. To provide a reasonable margin for error due to unforeseen sudden changes in neighborhood rent; failure to complete rehabilitation of projects due to unanticipated circumstances; or other reasonable contingencies.
4. That a written tenant assistance policy conforming to the requirements of 24 C.F.R. Part 511, 10(h)(2) has been adopted by the Department of Housing and is available to the public.
5. That having read and understood the rules and policies of 24 C.F.R. Part 511.10, the City will conduct the Rental Rehabilitation Program therewith.
6. That the Rental Rehabilitation Program will be conducted and administered in accordance with all rules and requirements set forth in 24 C.F.R. Part 511.

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Michael F. Schubert,  
Commissioner,  
Department of Housing.

*Exhibit "C".**Memorandum Of Understanding.*

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ by and between the City of Chicago, Illinois, a municipal corporation (the "City"), by and through its Department of Housing ("Department"), with offices at 318 South Michigan Avenue, Chicago, Illinois and the Chicago Housing Authority ("C.H.A."), a municipal corporation, with offices at 22 West Madison Street, Chicago, Illinois.

*Recitals:*

Whereas, The United States Department of Housing and Urban Development ("H.U.D.") has allocated to the City the sum of \$4,508,000 under the Rental Rehabilitation Program ("Program"), subject to the City submitting a proper request therefore; and

Whereas, The City under the terms of the Program is authorized to utilize Section 8 Existing Certificates and Vouchers ("Section 8 Certificates") as authorized by the United States Housing Act of 1937 (the "Act") to provide greater access to low and moderate income persons by means of rent subsidies; and

Whereas, The Housing Authorities Act of the State of Illinois authorizes the C.H.A. to enter into and execute agreements with governmental units for cooperative use of staff in providing essential services to housing programs for low and moderate income persons; and

Whereas, The City and C.H.A. both deem it in their mutual interest to cooperate in assuring that maximum possible benefit is achieved in housing programs of each generally, and the City's Rental Rehabilitation Program in particular.

Now, Therefore, In consideration of entering into this agreement, and for other good and valuable considerations receipt of which is hereby acknowledged, the parties agree as follows:

1. The above Recitals are hereby expressly incorporated herein and made part of this agreement.
2. The City through the Department, shall submit an application to H.U.D. to receive its allocation of \$4,508,000 under the Program.
3. The City shall use its best efforts to obtain commitments from private lending institutions in the amount of \$6,000,000 to be used with Program grant funds to expand the scope and benefits of the Program to the City and C.H.A.



4. The Department shall select eligible projects to be financed with Program funds, and shall further be responsible for on-going review of said projects pursuant to 24 Code of Federal Regulations Part 511, as amended from time to time ("C.F.R."). The selection and review shall include construction analysis and inspections, and tenant screening and briefing of existing tenants.
5. The C.H.A. shall issue Section 8 Certificates or Vouchers to eligible persons in such a manner as to minimize displacement of such persons residing in projects selected for rehabilitation, and to assist persons choosing or required to move from projects being rehabilitated, and to assist eligible persons choosing to move back to projects after rehabilitation is completed.
6. It is expressly agreed by the parties that C.H.A. upon due diligence in meeting its responsibilities under paragraph 5 above, may then issue Section 8 Certificates to eligible persons from waiting lists maintained by C.H.A. for Section 8 housing programs, generally, who agreed to move into rehabilitated projects. Owners of completed projects will notify C.H.A. of impending vacancies for referral of eligible tenants.
7. It is further agreed that in the event that C.H.A. issues Section 8 Certificates or Vouchers to eligible persons from waiting lists for the purpose of residing in Rental Rehabilitation Program financed projects, that 50% of such persons shall be taken from waiting lists for the zip code in which the Rental Rehabilitation Development is located.
8. To the extent possible, C.H.A. will utilize Section 8 Vouchers to assist persons choosing or required to move from projects being rehabilitated, and Section 8 Certificates for persons who agreed to move into rehabilitated projects.
9. The C.H.A. shall advise the Department, upon each occurrence, of an investor who is refusing to rent to Section 8 tenants or not maintaining his/her units to Section 8 standards.
10. It is expressly agreed by the parties that this Agreement shall be subject to applicable portions of the Code of Federal Regulations as amended from time to time, including, but not limited to 24 Code of Federal Regulations, Parts 209, 511 and 992.
11. The Department and the C.H.A. shall meet periodically to resolve issues, expedite ongoing activities and communicate the schedule of project commitments and completions. These meetings shall occur on a quarterly basis, or to the extent necessary.
12. It is further expressly agreed by the parties that any and all administrative costs incurred by either in carrying out the terms of this Agreement shall be borne solely by each party, respectively.

13. The C.H.A. currently has a waiting list for Section 8 Certificates of about 40,000 families. On an interim basis, C.H.A. can issue and utilize certificates or vouchers allocated for the Rental Rehabilitation Program from this waiting list. The C.H.A. Section 8 Existing Housing Program is experiencing a turnover rate of 16.8% per year (about 1,200 per year). At this rate of attrition, the C.H.A. will provide certificates or vouchers to the Department on an as-needed basis to meet its responsibilities under paragraph 5 of the memorandum. The C.H.A. shall apprise the Department of any changes which may occur in the availability of vouchers or certificates.
14. It is expressly agreed by the parties that the C.H.A. will not provide relocation benefits. It is further agreed by the parties that eligible families will be assisted by C.H.A. in strict conformance with all Section 8 regulations.
15. Any notices requested or required under this Agreement shall be in writing, and placed in the U. S. mails, first class postage, registered, returned receipt requested, prepaid, addressed as follows:

If To City:

City of Chicago, Department of  
Housing  
318 South Michigan Avenue  
Chicago, Illinois 60604  
Attention: Commissioner

If To C.H.A.:

Chicago Housing Authority  
22 West Madison Street  
Chicago, Illinois 60602  
Attention: Executive Director

16. The organizational entities involved are as follows:

For The City:

Stephen J. Gladen  
Deputy Commissioner  
Department of Housing  
(312) 744-4366  
(Executive)

Jean Shirley  
Director of Relocation  
Department of Housing  
(312) 744-5709  
(Tenant Assistance)

Michael Cunningham  
Director of Loan Processing  
Department of Housing  
(312) 744-8533  
(Loan Processing)

Sharon Glenn  
Assistant Director of  
Contract Compliance  
Department of Housing  
(312) 744-6731  
(Davis-Bacon requirements)

Albert Nিকে  
Director of Rehab Construction  
Department of Housing  
(312) 744-8553  
(Construction)

For The C.H.A.:

Regina Bryson  
Section 8 Housing  
(312) 791-8728  
(Section 8 Certificates/  
Vouchers)

Myron Role  
Director of Special Housing  
Program  
(312) 791-8500

17. This Agreement shall remain in full force and effect until such time as the City shall discontinue activities authorized under this program.

This Agreement is executed at Chicago, Illinois, as of the date first appearing above.

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Vincent Lane,  
Executive Director,  
Chicago Housing Authority.

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Michael F. Schubert,  
Commissioner,  
Department of Housing.

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**SUBMISSION OF GRANT APPLICATIONS TO ILLINOIS DEPARTMENT  
OF COMMERCE AND COMMUNITY AFFAIRS FOR  
FUNDING OF WEATHERIZATION PROGRAM.**

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the submission of an application to the Illinois Department of Commerce and Community Affairs for Weatherization Program funds, in the amount of \$9,170,460, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

Alderman Beavers 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 Energy Conservation and Production Act, Public Law 94-385 of 1986, whereby the United States Department of Energy makes grants available to cities so their citizens can conserve energy, reduce fuel bills and make dwelling units more comfortable; and

WHEREAS, An amount not to exceed \$2,743,952 is available to the City of Chicago (the "City") under the U. S. Department of Health and Human Services Energy Assistance Block Grant Program ("H.H.S."); an amount not to exceed \$2,742,345 is available from the U. S. Department of Energy Weatherization Assistance Program ("D.O.E."); and an amount not to exceed \$3,684,190 is available under the Exxon funded component of the U. S. Department of Energy Weatherization Assistance Program ("Exxon"); and

WHEREAS, The State of Illinois Department of Commerce and Community Affairs ("I.D.C.C.A.") will receive the above-referenced funds and distribute them to the City pursuant to the Illinois Home Weatherization Assistance Program; and

WHEREAS, It is in the public interest for the City to obtain such funds for its Weatherization Program administered by the Department of Housing ("D.O.H."); now, therefore,

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

SECTION 1. The Mayor or the Commissioner of D.O.H. (the "Commissioner") is authorized to execute applications for grants under: H.H.S. Grant Number 90-22125 in an amount not to exceed \$2,743,925; D.O.E. Grant Number 90-40625 in an amount not to exceed \$2,742,345; and Exxon Grant Number 90-49125 in an amount not to exceed \$3,684,190 (collectively, the "Grant Funds").

SECTION 2. The Mayor or the Commissioner is authorized to act in connection with such applications, to give such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be required.

SECTION 3. The Commissioner 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 Weatherization Program as may be required in connection with the applications and award agreements for the Grant Funds.

SECTION 4. The Mayor or the Commissioner is authorized, subject to the approval of the Comptroller and the review of the Corporation Counsel as to form and legality, to enter into and execute agreements with respect to the Grant Funds.

SECTION 5. The City Council hereby appropriates the amount of \$9,170,460 or such amount as may actually be received for the City's Weatherization Program.

SECTION 6. The Comptroller is directed to disburse the Grant Funds as required to carry out the Weatherization Program.

SECTION 7. This ordinance shall be in full force and effect on and from the date of passage.

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EXECUTION OF GRANT AGREEMENT WITH MC DERMOTT  
FOUNDATION FOR REHABILITATION OF LOW AND  
MODERATE INCOME HOUSING AT 932 WEST  
WASHINGTON BOULEVARD.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 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 agreement between the City of Chicago and the McDermott

Foundation necessary for the rehabilitation of the property located at 932 West Washington Boulevard, in the amount of \$2,239,918, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City has programmed \$4,000,000 of Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI-Program") in Program Year XV, wherein rehabilitation loans and 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 reviewed and approved the making of one (1) rehabilitation grant to the McDermott Foundation, an Illinois not-for-profit corporation ("Borrower"), in an amount not to exceed \$689,918, from the MULTI-Program for the rehabilitation of 69 single room occupancy units, more particularly described in Exhibit A attached hereto and made a part hereof ("Project"); and

WHEREAS, The South Loop Parking Income Fund No. 263-19-2005-5735-12KR (CAPS) (337-0016-900 AA) which is administered by the Department of Planning, has been established from revenues derived from various parking facilities in the South Loop of the City, a portion of such funds to be used to create low-income housing displaced by Central Library construction; and

WHEREAS, At the request of the Department of Housing the Department of Planning has reviewed and approved a grant from the South Loop Parking Income Fund in an amount not to exceed \$550,000 to the Project, such grant to be administered by the Department of Housing; and

WHEREAS, The U.D.A.G. Repayment Fund 899 has been established from funds ("U.D.A.G. Recapture Fund") returned to the City in repayment of various Urban Development Action Grant loans made by the City pursuant to grants to the City from the United States Department of Housing and Urban Development, such repayments to be used for any eligible Community Development Block Grant activity; and

WHEREAS, At the request of the Department of Housing, the Office of Budget and Management has reviewed and approved a grant of U.D.A.G. Recapture Funds in an amount not to exceed \$1,000,000 to the Project, such grant to be administered by the Department of Housing; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing ("Commissioner") is authorized to negotiate a grant to the Borrower in accordance with terms as shown in Exhibit A, attached hereto and incorporated herein, for the amount listed therein.

SECTION 2. The Commissioner is hereby authorized, subject to review by the Corporation Counsel, to enter into and execute such agreements or documents as are required or necessary to implement the terms and program objectives of the grant programs shown in Exhibit A.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

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

*Exhibit "A".*

**Borrower:** The McDermott Foundation, an Illinois not-for-profit corporation.

**Project:** McDermott Foundation  
932 West Washington Boulevard.

Rehabilitation of a portion of the 5th and 6th floors of the Foundation into 69 units of single room occupancy housing.

**City Grant:** Total Grant: \$2,239,918.

\$689,918 of MULTI-Program Year XV funds.

\$550,000 from South Loop Rental Income Fund No. 263- 19-2005-5735-12KR (CAPS) (337-0016-900AA)

\$1,000,000 from U.D.A.G. Recapture Fund No. 899.

**Security:** Borrower's performance of the grant agreement will be secured by a junior mortgage on the Project for a term of 30 years. The provisions of the mortgage will limit the use of the Project to single occupancy room units with rent limited to 30% of the minimum general assistance payment in Cook County, Illinois for the term of the mortgage.

Repayment of the grant would be due, at 12% annual interest, if the Project is sold or refinanced or if use of the Project (69 units, single room occupancy housing) is changed prior to May 1, 2020.

**Other Funds:** Equity by Borrower of not less than \$60,437 and various in-kind contributions.



AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER  
INTO SETTLEMENT AGREEMENT REGARDING  
*BARBARA FALK V. CLARKE, ET AL.*

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into a settlement agreement in the following matter: *Barbara Falk v. Clarke, et al.* 88 C 7293, in the amount of \$2,700,000, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Barbara Falk v. Clarke, et al.*, 88 C 7293 in the amount of \$2,700,000.

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

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of the redevelopment agreement referred to as "Amended and Restated Block 35, North Loop Project Redevelopment Agreement" reflecting the donation of the Harris-Selwyn Theaters to the City of Chicago by the Linpro Chicago Land 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on March 28, 1979 adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("North Loop"); and

WHEREAS, The City Council on October 22, 1981 adopted an ordinance approving those certain "North Loop Guidelines for Conservation and Redevelopment" concerning the redevelopment of the North Loop; and

WHEREAS, The City and Linpro Chicago Land Limited Partnership, an Illinois limited partnership ("Linpro"), executed that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement" dated November 1, 1988; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, Linpro shall devote the western half of Block 35 located within the North Loop for development as office and commercial uses (Block 35 is bounded by North Clark Street, North Dearborn Street, West Lake Street and West Randolph Street); and

WHEREAS, Pursuant to the terms of the redevelopment agreement, Linpro was to acquire the Harris-Selwyn Theaters ("Theaters") located on Block 35 and donate them to the City, which in turn would lease the Theaters to Linpro; and

WHEREAS, The parties seek to amend and restate the redevelopment agreement to reflect that Linpro has acquired the Theaters and donated them to the City on January 24, 1989, and that the City shall enter into a redevelopment agreement with the Chicago Theatre Group, doing business as the Goodman Theater, providing in part for the acquisition and historic rehabilitation of the Theaters by the Goodman Theater from the City, and for the use of the Theaters for theatrical, cultural and entertainment activities; 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 amendment to the redevelopment agreement known as "Amended and Restated Block 35, North Loop Project Redevelopment Agreement" substantially in the form attached hereto as Exhibit A.

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

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

*Exhibit "A".**Amended And Restated**Block 35, North Loop Project**Redevelopment Agreement.*

This Agreement ("Agreement"), dated as of \_\_\_\_\_, \_\_\_\_\_, is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Linpro Chicago Land Limited Partnership, an Illinois limited partnership ("Developer"), having its principal office at 200 Berwyn Park, Suite 300, Berwyn, Pennsylvania 19132.

*Recitals:*

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of 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. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), pertaining to the Redevelopment Area, were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and as revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised and approved by the Chicago Plan Commission on October 14,

1982, and with additional revisions, were further approved by the City Council on October 27, 1982 and as further revised by the Commission on September 1, 1987, as so further revised and approved by the Chicago Plan Commission on September 2, 1987, and were finally approved by the City Council on September 23, 1987. Furthermore, the City adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project ("T.I.F. Plan") for the North Loop Redevelopment Area and adopting tax increment financing for the North Loop Redevelopment Area. The T.I.F. Plan was further revised by the Commission on September 1, 1987 and as revised, was approved by the City Council on September 23, 1987. The Plan, the Guidelines and the T.I.F. Plan are collectively referred to herein as the "Redevelopment Documents".

D. The Redevelopment Documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

E. Developer owns a certain parcel of real estate located within the Redevelopment Area in the block generally bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street, legally described on (Sub)Exhibit A attached hereto ("Site").

F. Developer shall use its best efforts to construct two first class office towers (referred to herein as the "North Tower" and the "South Tower") and additional improvements (the office towers and improvements being collectively referred to as the "Project") on the Site in accordance with the terms and conditions of the Agreement and the Redevelopment Documents.

G. Developer and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and the Agreement will be of mutual benefit to Developer and the City.

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

*Definitions.*

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

**Affirmative Action Plan:** That certain agreement entered into between the City and Developer on June 9, 1988, a copy of which is attached hereto as (Sub)Exhibit B.

**Agreement to Provide Assistance to Neighborhood Development:** That certain agreement to be entered into between the City and Developer on \_\_\_\_\_, 1988, a copy of which is attached hereto as (Sub)Exhibit C.

**Block:** That certain block located in the City's Loop bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street.

**Certificate:** The certificate of completion to be issued by the City pursuant to subsection 3.9 below.

**Commission:** The Commercial District Development Commission of the City of Chicago.

**Commissioner:** The Commissioner of the Department of Planning of the City of Chicago.

**Completion:** The substantial completion of the Project or a Phase thereof as the context requires. The Project shall be considered substantially complete when: (i) improvements and all common or public areas of the Project are substantially finished (but subject to insubstantial incomplete matters such as the correction of completion of "punch list items") and ready for the installation of "tenant finishing work" or for use and occupancy for the purpose intended, and (ii) all public amenities described in (Sub)Exhibit D below (or commitments therefor in form and content satisfactory to the Commissioner have been delivered) are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for use and occupancy for the purpose intended. Notwithstanding the above, the parties agree that the incompleteness of construction of the Garvey Court Tunnel described in subsection 3.10(k) below or the Perimeter Retail Arcade described in subsection 3.10(e) below and the provision of technical assistance hours by Developer described in subsection 3.10(i) below shall in no manner affect the City's ability to issue the Certificate with regard to the Phase I improvements; provided, however, Developer, upon written request of the Commissioner, shall submit a written report to the D.O.P. describing in adequate detail any progress reached by Developer with regard to the construction of the Garvey Court Tunnel and the Perimeter Retail Arcade and the provision of technical assistance hours by Developer. The Commissioner shall deliver the written request described above to Developer within thirty (30) days of the date Developer requests that the City issue its Certificate with regard to the Phase I improvements.

**D.O.P.:** City of Chicago Department of Planning.

**First Source Hiring Agreement:** That certain agreement entered into between the City and Developer executed on June 9, 1988, a copy of which is attached hereto as (Sub)Exhibit E.

**Planned Development:** That certain planned development described in subsection 3.2 below.

**Project:** All of the improvements to be constructed by Developer at the Site pursuant to the drawings, plans and specifications approved by the City in accordance with subsection 3.3. below.

Redevelopment Documents: The Redevelopment Plan, the T.I.F. Plan, the Guidelines and the Planned Development. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Site for purposes contemplated by the Agreement; (ii) expressly require Developer to take any action that results in an increase of Developer's costs above one (1) % of the total costs for the Project; or (iii) substantially alter the schedule for construction of the Project.

Site: The land legally described in (Sub)Exhibit A attached hereto.

### *Section I.*

#### *Incorporation Of Recitals And Definitions.*

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

### *Section II.*

#### *Representations And Warranties.*

##### 2.1 Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) As of the date hereof, and hereafter, Developer has and shall have good and merchantable fee title to the Site and the improvements located thereon, subject only to those standard exceptions contained in an A.L.T.A. insurance policy.
- (b) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer or any party affiliated with Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement and the Redevelopment Documents; or (ii) materially affect the operation or financial condition of Developer.

- (c) There are no pending environmental, civil, criminal or administrative proceedings relating to the Site and Developer has no knowledge of any threatened proceedings or any facts or circumstances which may give rise to any such proceedings in the future.
- (d) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.
- (e) Developer is a duly organized and existing Illinois limited partnership in good standing under the laws of the State of Illinois.
- (f) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.
- (g) The use of the Site shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.
- (h) Developer shall not discriminate upon the basis of race, color, religion, sex, national origin or ancestry, age or handicap in the sale, lease, rental, use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof, and shall utilize the Project solely for those uses permitted by the terms of the Agreement, the Redevelopment Documents, or both.
- (i) Developer has agreed to comply with the terms of: (1) the Affirmative Action Plan; (2) the First Source Hiring Agreement; and (3) the Agreement to Provide Assistance to Neighborhood Development.

## 2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.



### 2.3 Survival Of Representations And Warranties.

Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

### *Section III.*

#### *Construction Of The Improvements Constituting The Project.*

### 3.1 Generally.

Developer agrees that the Project shall be solely devoted to the development of a first class office complex, including related retail and service uses, consisting in part of the North Tower and the South Tower and as more fully described in the Schematics and Design Plans submitted by Developer to the City in accordance with the procedures described in subsection 3.4 below.

### 3.2 Planned Development.

The Commissioner shall take all appropriate steps consistent with the Zoning Ordinance, Chapter 194A, Municipal Code of Chicago, to recommend that a planned development ("Planned Development") affecting the Site be approved by the City's Plan Commission and if so approved, adopted by the City Council of the City. The Commissioner shall cooperate in any proceedings with regard to the Planned Development and shall make witnesses available and furnish any information as required by the City Council. In the event that the City Council has not adopted the approved Planned Development by September 30, 1988, Developer shall have the right to terminate the Agreement and all of Developer's obligations under the Agreement; provided, however, in the event of such termination, Developer must abandon the Project contemplated by the Agreement and shall not attempt to construct any improvements on the Site without first entering into a subsequent redevelopment agreement with the City.

### 3.3 Demolition By Developer.

Developer, at its sole cost and expense, shall be responsible for any and all demolition, grading, compaction or other services necessary to permit construction of the Project.

Developer agrees that it shall not demolish any improvements located at the Site until twelve (12) months before the commencement of construction of the Project.

### 3.4 Submission Of Construction Documents.

The City hereby approves the Project drawings described on (Sub)Exhibit F attached hereto. Within one hundred eighty (180) days prior to commencement of construction of the Phase I improvements as described in subsection 3.6 below, Developer shall deliver to the City schematic drawings ("Schematics") for approval by the D.O.P. describing the improvements to be constructed at the Site. Developer shall notify the D.O.P. at least thirty (30) days prior to the submission of the Schematics to the D.O.P. The D.O.P. shall approve the Schematics within thirty (30) days of the date of submission. Within ninety (90) days of the date from which the D.O.P. approves the Schematics, Developer shall submit to the D.O.P. its final design development drawings and specifications ("Design Plans") consistent with the Schematics. The Design Plans shall conform to the terms of the Agreement, the Redevelopment Documents as amended from time to time, and all applicable state and local laws, ordinances and regulations.

Developer shall notify the D.O.P. at least thirty (30) days prior to the submission of the Design Plans to the D.O.P. Upon submission of the Design Plans to the D.O.P., the Department shall have sixty (60) days in which to approve or reject the Design Plans. If the D.O.P. rejects the Design Plans, Developer shall have ninety (90) days in order to prepare plans consistent with the requirements of the D.O.P. and resubmit them to the Department for approval.

Any material amendment to the Design Plans must be submitted to the D.O.P. for its approval, which approval shall not be unreasonably withheld or delayed.

### 3.5 Limited Applicability Of D.O.P.'s Approval.

Any approvals of the Schematics and the Design Plans made by the D.O.P. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the D.O.P. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project. Developer agrees to notify the D.O.P. within five (5) days of the issuance of the building permit by the City's Department of Inspectional Services.

### 3.6 Time For Commencement And Completion Of The Project.

(a) Phase I Improvements. Developer shall use its best efforts to commence construction of the South Tower of the Project by June 1, 1990.

(b) Phase II Improvements. Developer shall use its best efforts to commence construction of the North Tower of the Project within twenty-four (24) months after the City issues its Certificate affecting the South Tower Improvements.

(c) Interim Uses. Any interim use of any part of the Project Site during the time period from demolition of existing improvements to construction of the Project improvements as anticipated by the Agreement shall be subject to the approval of the D.O.P., which approval shall not be unreasonably withheld or delayed.

(d) Completion. Except as otherwise provided in the Agreement, Developer shall use its best efforts to complete construction of the Project within one hundred twenty (120) months after the execution of the Agreement by the parties. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the period specified in this subsection 3.6.

### 3.7 Developer's Commitment.

On or before one (1) month prior to the commencement of construction of the Phase I improvements as described in subsection 3.6 above, Developer shall deliver to the City:

- (a) executed contracts between Developer and the general contractor and prime contractor; and
- (b) the lenders' letter of commitment for construction financing, specifying the amount of the loan, length of term and real interest rate.

The documents described in paragraphs (a) and (b) of this subsection 3.7 shall be submitted by Developer to the City under seal. The parties agree that the Commissioner or its designee, and the Corporation Counsel of the City or its designee, shall be the sole officials of the City allowed access to said documents.

### 3.8 Relocation Of Utilities.

Developer shall repair, replace or relocate any City utilities serving the Site, if necessary, at Developer's sole expense if necessitated by the Project. Under no circumstances shall the City have any responsibility for the repair, replacement or relocation of any and all utilities serving the Site or the Block.

### 3.9 Certificate Of Completion.

As construction of each Phase of the Project is completed in accordance with the approved Design Plans, the Agreement and the Redevelopment Documents, upon written request by Developer, the City shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the construction or completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Site and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the construction of the Project in conformity with the Redevelopment Documents, the Agreement and the Design Plans, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

### 3.10 Public Amenities.

In conjunction with the redevelopment of the Site and the Block in conformity with the Redevelopment Documents affecting the City's North Loop, Developer shall provide the following:

- (a) Developer had purchased that certain property ("Property") located on the Block improved by two theaters commonly described as the Harris-Selwyn Theatres ("Theaters") from its former owners, and on January 20, 1989 subsequently conveyed in fee simple said Property and Theaters to the City with certain restrictions on their subsequent use; Developer shall, in addition, convey to the Chicago Theatre Group, doing business as The Goodman Theater ("The Goodman") a 1 x 183-foot strip of land west of and adjacent to the Property and Theaters with the same restrictions as provided for in the Agreement, including without limitation, paragraph 3.10(b) below; provided, however, that the eastern boundary of that 1 x 183-foot strip (a line + 221.44 feet east of North Clark Street) shall continue to be the eastern property line for the north half of Business Planned Development No. 454, for purposes of calculating perimeter setbacks.

- (b) The City shall convey the Property and the Theaters to The Goodman for the presentation of theatrical, cultural and entertainment activities incorporating such restrictions not inconsistent with the Agreement and the terms of that certain redevelopment agreement to be executed by the City and The Goodman and to be known as "Block 35, North Loop Redevelopment Agreement, The Chicago Theatre Group, doing business as The Goodman Theater" ("Goodman Redevelopment Agreement").
- (c) The Property and the Theaters shall be substantially devoted to the presentation of theatrical, cultural and entertainment activities.
- (d) The Theaters shall be renovated or reconstructed to preserve their historic and architecturally significant features in accordance with their status as a designated City landmark and in accordance with any and all recommendations affecting the Theaters issued by the Commission on Chicago Landmarks.
- (e) The City shall undertake its best efforts to accumulate funds from both public and private sources with regard to: (1) the renovation, preservation or reconstruction of the historic and architecturally significant features of the Theaters, and (2) the construction of street improvements located on Couch Place.
- (f) Within seven (7) days of the execution of the Goodman Redevelopment Agreement, the City shall deposit the sum of One Million and no/100 Dollars (\$1,000,000.00) in an escrow held by an institutional escrowee mutually acceptable to the parties to be used toward the renovation or reconstruction of the Theaters. Prior to the commencement of the renovation or reconstruction of the Theaters, the City shall deposit with the escrowee the additional sum of Two Million and no/100 Dollars (\$2,000,000.00) and furthermore match, on a dollar per dollar basis up to Three Million and no/100 Dollars (\$3,000,000.00), any sums raised by The Goodman with regard to said renovation or reconstruction in excess of Three Million and no/100 Dollars (\$3,000,000.00); provided, however, the City's contribution for the renovation or reconstruction of the Theaters shall in no event exceed Six Million and no/100 Dollars (\$6,000,000.00) ("City's Financial Contribution"), in the aggregate. The City's Financial Contribution shall be deposited in the escrow described in this paragraph (f). If the hard costs described in the Budget (as such term is defined in the Goodman Redevelopment Agreement) exceed Twelve Million and no/100 Dollars (\$12,000,000.00), The Goodman shall be solely responsible for the raising of additional sums in order to meet the project costs.
- (g) Developer shall retain a reversionary interest in the Property and the Theaters, that may be exercised by Developer solely in the event that the City fails to accumulate the funds described in paragraph (f) above within seven (7) years from the date of conveyance of the Property and the Theaters to the City. Should the City successfully accumulate funds for the

rehabilitation of the Theaters within said seven (7) year period, Developer's reversionary interest affecting the Property and the Theaters shall expire.

- (h) Developer shall commit to six hundred (600) hours of technical assistance toward neighborhood economic development efforts, which hours must be utilized within five (5) years of approval of the Planned Development described in subsection 3.2 above.
- (i) Developer shall provide, at its sole cost and expense, a pedestrian tunnel located beneath the Clark Street right-of-way, connecting the Project with the State of Illinois Building, the City-County Building and major public transit lines operated by the Chicago Transit Authority. Developer shall additionally construct, at its sole expense, a north/south interior pedestrian arcade at the eastern edge of the Project, and provide for an east/west pedestrian access through the central portion of the Block.
- (j) Developer shall make its Garvey Court Tunnel under Lake Street available for service vehicles and limited automobiles parking for a limited number of automobiles to be utilized by other landowners of the Block. Access fees shall be determined by Developer and the landowners in accordance with the execution of use agreements; provided, however, an arbitration procedure conducted by a three person panel consisting of M.A.I. appraisers selected in accordance with the procedures of the American Arbitration Association shall determine the terms and compensation to be paid to Developer in the absence of such agreements.
- (k) Developer agrees to cooperate with The Goodman to upgrade and develop the north one-half of the Couch Place improvement program relating to that portion of Couch Place located on the Block, including a contribution which, together with The Goodman contribution, will equal one-half of the costs of installation of ground surfaces, lighting elements and retail knockout panels like those situated on that portion of Couch Place located in Block 36 of the North Loop Redevelopment Area, if feasible, or of such alternative use or design as approved by the Commissioner, and accessory street elements consistent with the elements generally found in similar high quality public spaces in the City. Such upgrade shall be coordinated with owners of the property adjacent to the south-half of Couch Place located on the Block. The design of these improvements are subject to the review and approval of the Commissioner. Developer shall, in addition, make a reasonable effort to construct an atrium at the western end of Couch Place on the Block to serve as an enclosed arrival element to the north-south interior pedestrian arcade provided for in (i) above. The City shall waive any fees customarily charged for use of the public right-of-way.
- (l) The City shall waive any fees customarily charged for the use of the public right-of-way in connection with any public amenities specified above in Section 3.10, any vehicular or pedestrian improvements, such as the removal of parking spaces, the installation of curb cuts, and the removal and/or relocation of pedestrian impediments.

**3.11 Tax Increment Financing.**

- (a) The City and Developer agree that:
- (i) for the purposes of the Agreement, the minimum assessed value ("Minimum Assessed Value") of the Site and the Project for the years 1990 -- 1997 is shown on (Sub)Exhibit G attached hereto; and
  - (ii) the real estate taxes derived from the Site and the Project arising from all tax rates of the various taxing districts are estimated to be as shown in (Sub)Exhibit H attached hereto.
- (b) With reference to the assessment of the Site and the Project or any part thereof, except as provided herein, Developer shall not for any year referred to in (Sub)Exhibit G:
- (i) apply for, seek or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the Commissioner;
  - (ii) directly or indirectly, seek to lower the assessed values below the amount of the applicable Minimum Assessed Value;
  - (iii) apply for, seek or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and Developer does hereby consent to the City's or any other taxpayer's appearance, and shall provide to the City or other taxpayer a reasonable opportunity to appear before any administrative, judicial body, or both, to contest or defend the assessed value against any such application or attempt to reduce such assessed value; or
  - (iv) object to or in any way seek to prevent, on procedural or other grounds, the filing of any underassessment complaint with, or 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.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1990 and further years would produce real estate taxes for the Site and the Project for any year in excess of taxes set forth in (Sub)Exhibit H attached hereto, upon written notice to the City, Developer may seek to lower the assessed values indicated in (Sub)Exhibit G attached hereto for such year

so long as any such reduction does not reduce the taxes levied and extended against the Site and the Project for such year below those specified in (Sub)Exhibit H attached hereto.

Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the Site or the Project or applicable generally to property located in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such, and (Sub)Exhibits G and H attached hereto shall be amended accordingly.

- (c) Covenants (i) through (iv) above shall be construed and interpreted as an express agreement between Developer and the City that a major incentive inducing the City to enter into the arrangements and transactions described in the Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and the Project. The Agreement may be used by the City, in its sole discretion, as admission against Developer's interest in any proceeding.
- (d) If at any time for any of the years referred to in (Sub)Exhibit H, the method of taxation then prevailing shall be altered so that any new tax, assessment, levy, imposition or charge shall be imposed upon the then owner of the Site and the Project which new tax by its statutory language expressly replaces, in whole or in part, the general real estate taxes for the Site and the Project, the amount of such new tax for each year shown in (Sub)Exhibit H shall be included in and for the purposes of the Agreement, shall be considered as part of the general real estate taxes levied or assessed against the Site and the Project for each such year.

### 3.12 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage authorized by the Agreement (including any holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including; (a) any other party who thereafter obtains title to the Site or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this subsection 3.12 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and the Agreement.



Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City.

After any such default by Developer, each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

#### *Section IV.*

#### *Performance.*

##### 4.1 Time Of The Essence.

Time is of the essence of the Agreement.

##### 4.2 Enforced Delay In Performance.

Neither the City, Developer, or any successor in interest to Developer shall be considered in breach of its obligations with respect to the commencement and completion of construction of the Project in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not restricted to, any delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such enforced delay.

##### 4.3 City's Remedies In The Event Of Default.

If Developer fails to substantially complete the Project in accordance with the Design Plans and the Agreement, and the City has given written notice of such default to Developer and Developer has not corrected such default within one hundred eighty (180) days of such notice (except for any default which cannot be corrected in one hundred eighty (180) days, provided that Developer is diligently and continuously in good faith attempting to substantially complete such work), the City shall have the right to suspend all permits issued by the City with regard to construction of the Project, and all work and all activity

concerning the construction of the Project shall immediately cease until such default is cured by Developer.

#### 4.4 Waiver And Estoppel.

(a) 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 operate to deprive the City of or limit such rights in any way, it being the intent of this provision that the City should not be constrained, at a time when it may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches or otherwise. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

(b) Developer acknowledges its willingness to execute the Agreement with the City concerning the future redevelopment of the Site and the Block, and further acknowledges that it is estopped from challenging the validity of the Agreement and that certain Letter of Understanding between the City and Developer dated June 9, 1988 or the necessity of the existence of the Agreement and the Letter of Understanding to ensure the successful redevelopment and rehabilitation of the Site and the Block.

### *Section V.*

#### *Developer's Affirmative Action Obligations And First Source Hiring Program.*

#### 5.1 Affirmative Active Plan.

Developer has entered into an agreement with the City dated June 9, 1988, a copy of which is attached hereto as (Sub)Exhibit B to cause the development and implementation of an affirmative action program affecting the construction of the Project and the operation of the completed Project improvements by Developer. Developer and its successors and assigns shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age or handicap and shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: 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.

## 5.2 First Source Hiring Program.

Developer has entered into an agreement with the City dated June 9, 1988, a copy of which is attached hereto as (Sub)Exhibit E to cause the development and implementation of a first source hiring program.

## *Section VI.*

### *Miscellaneous Provisions.*

#### 6.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this subsection 6.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or materially changes the Site or character of any activities undertaken by Developer or increases any time agreed for performance by either party by more than ninety (90) days.

#### 6.2 Assignability And Transfer.

Until the City issues the Certificate with regard to each Phase of the Project, Developer shall not assign, transfer or convey any right, title or interest in such Phase affected by the Certificate or in the Agreement as it relates to such Phase, or any of its duties or obligations under the Agreement as they relate to such Phase (such proposed assignments, transfers and conveyances are hereinafter referred to as "Proposed Transfer") without first notifying the City by written notice to such a Proposed Transfer. The City may object to any Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by subsection 6.3 below from having an interest in Developer, the Site, the Project or the Agreement.

### 6.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate affecting the Phase II improvements by the City, no member of the Commission, Department, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, the Site or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

### 6.4 Ownership Evidence And Disclosure.

Within thirty (30) days prior to the execution date of the Agreement by the parties, Developer shall deliver to the City evidence reasonably satisfactory to the Commissioner showing the ownership of the Site and the names of all persons having any interest therein on the date hereof.

Developer has informed the City that Developer may obtain unrelated investors to participate in the ownership of the Project. The City agrees that Developer may at any time and from time to time transfer, sell or cause to be transferred or sold in any manner the Project, the Site or Developer's rights under the Agreement, provided that: (i) the transfer or sale does not create a conflict of interest in violation of any law, ordinance, regulation or executive order, and (ii) in connection with such transfer or sale there is made to the City such economic disclosures as are required by applicable law. The provisions contained in this subsection 6.4 shall be in effect until the City issues its Certificate regarding the Phase II improvements.

### 6.5 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reason of any misrepresentation.

### 6.6 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

**6.7 Cumulative Remedies.**

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

**6.8 Disclaimer.**

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

**6.9 Notices.**

Any notice called for herein shall be in writing and shall be mailed, postage prepaid, by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner  
Department of Planning  
Room 1000, City Hall  
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel  
City of Chicago  
Room 511, City Hall  
Chicago, Illinois 60602

If To Developer:

Linpro Chicago Land  
Limited Partnership  
200 Berwyn Park, Suite 300  
Berwyn, Pennsylvania 19312

With A Copy To:

The Linpro Company  
111 West Washington Street,  
Suite 1042  
Chicago, Illinois 60602

Sidley & Austin  
One First National Plaza  
Chicago, Illinois 60602  
Attention: Mr. Greg Furda

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

#### 6.10 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

#### 6.11 Governing Law.

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

#### 6.12 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

#### 6.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the mortgagee or other lien holder, and their successors in interest in the Site and no other person or party may assert against the City or claim the benefit of such approval or certificate.

#### 6.14 Successors And Assigns.

The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees.

#### 6.15 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.

#### 6.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

#### 6.17 Limitation Of Liability.

Except in instances of fraud or intentional material misrepresentation, the liability of Developer hereunder is limited solely to the Site and the net assets and property of Developer. Except for fraud or intentional material misrepresentation made by any partner of Developer, no partner shall be personally liable for any claim arising out of or related to the Agreement or any transactions contemplated herein. The City further agrees that a deficit capital account of any partner of Developer or the obligation of any partner of Developer to contribute capital to Developer shall not be deemed an asset or property of Developer.

#### 6.18 Amendment.

If any provision of the Agreement as amended and restated by the parties conflicts with any provision contained in the original Agreement dated November 1, 1988 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88527338, the provision contained in the amended and restated Agreement shall govern.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,  
a municipal corporation

Linpro Chicago Land Limited  
Partnership, an Illinois  
limited partnership

By: \_\_\_\_\_  
Richard M. Daley,  
Mayor.

By: \_\_\_\_\_  
Michael Pepper,  
Managing Partner.

[City Seal]

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

Approved as to Form  
and Legality,  
City of Chicago Office of Corporation Counsel

\_\_\_\_\_  
Kelly R. Welsh,  
Corporation Counsel.

Approved, City of Chicago Department of Planning

\_\_\_\_\_  
David R. Mosena,  
Commissioner.

State of Illinois )  
  ) SS.  
County of Cook     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter S. Kozubowski, personally known to me to be the Clerk of the City of Chicago, a municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990.



\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

State of Illinois    )  
                          ) SS.  
County of Cook     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State  
aforesaid, do hereby certify that Michael Pepper, the managing partner of Linpro Chicago  
Land Limited Partnership personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person and being  
first duly sworn by me acknowledged that as such managing partner, he signed and  
delivered the said instrument as his free and voluntary act and the free and voluntary act  
of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

[(Sub)Exhibit "F" printed on pages 15352 through 15366  
of this Journal.]

(Sub)Exhibits "A" through "E" and (Sub)Exhibits "G" through "H" attached to  
Redevelopment Agreement read as follows:

*(Sub)Exhibit "A"*

*To Redevelopment Agreement.*

*Legal Description Of Property.*

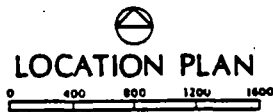
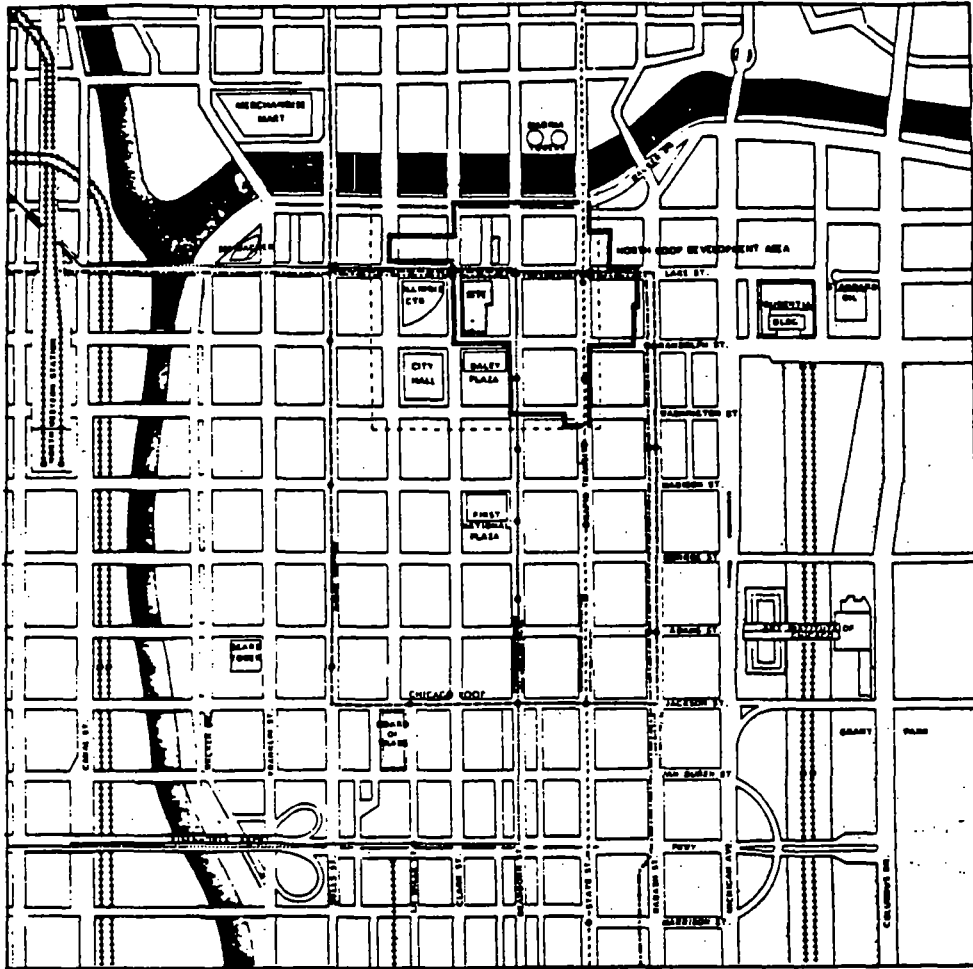
All that certain parcel or parcels of land located in the City of Chicago, County of Cook,  
State of Illinois, more particularly described as follows:

Lots 1 -- 9 in George Smith's Subdivision of Lot 4, the western 41.39 feet of Lot 2, Lots  
3, 5 and 6, and that certain parcel vacated by ordinance passed May 29, 1941 and  
recorded September 3, 1941 as Document No. 12749899, all of the above being in  
Block 35 in the original town of Chicago in the east part of the southeast quarter of  
Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook  
County, Illinois.

The above tract of land being more particularly described as follows: beginning at the  
northwest corner of Lot 4 in George Smith's Subdivision of Lot 4 described above,  
being also on the south line of West Lake Street; thence east along said south line of  
West Lake Street a distance of 202.44 feet to a point that is 41.39 feet from the west  
line of Lot 2 in Block 35 of the original town of Chicago described above, then south  
from said point a distance of 181.71 feet to a point that is 41.39 feet from the west line  
of Lot 2 in Block 35 described above and on the south line of said Lot 2; thence west  
along the south line of said Lot 2 a distance of 41.39 feet to the southwestern point of  
Lot 2; thence south from said point a distance of 199.13 feet to the southeast corner of  
Lot 6 in Block 35 of the original town of Chicago, said point being also on the north  
line of West Randolph Street, thence west along said north line of West Randolph  
Street a distance of 160.98 feet to the southwestern point of Lot 5 in Block 35 in the  
original town of Chicago, said point also being on the east line of North Clark Street;  
thence north on said east line of North Clark Street a distance of 381.04 feet to the  
point of beginning.

(Continued on page 15367)

EXHIBIT "F"  
(Page 1 of 15)

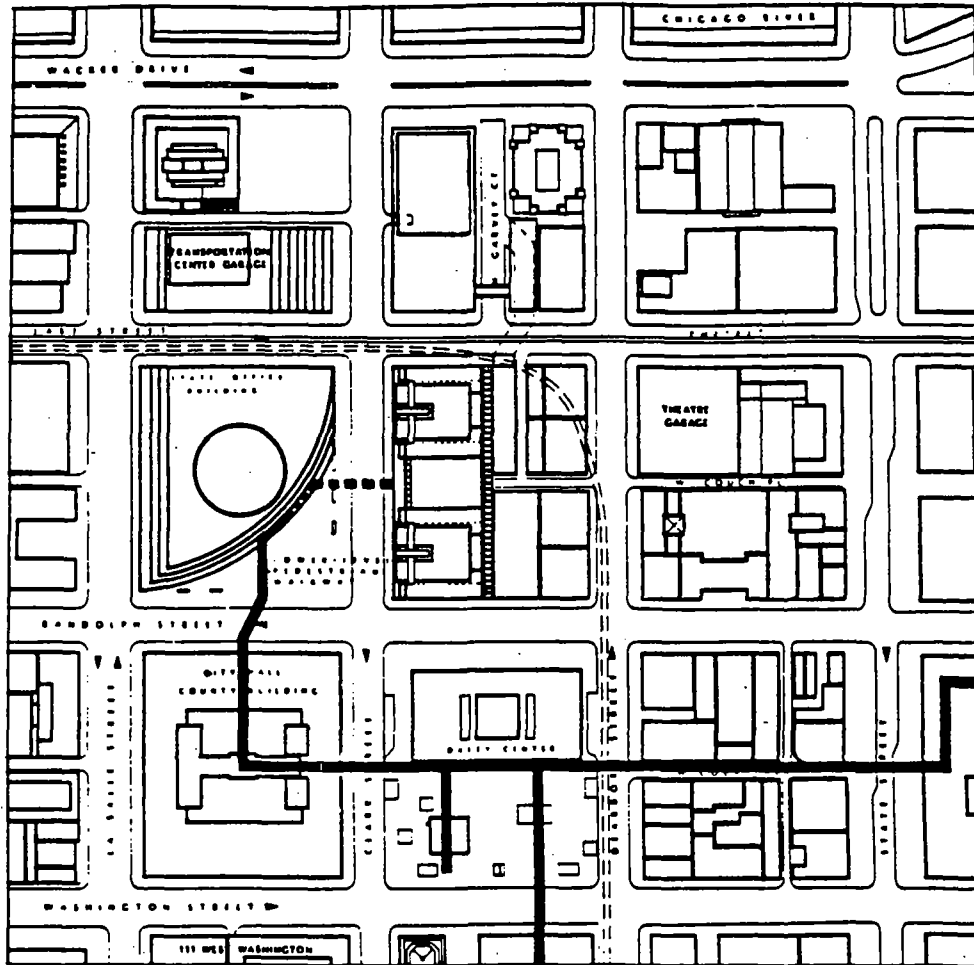


07/21/90

# CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

**EXHIBIT "F"**  
**(Page 2 of 15)**

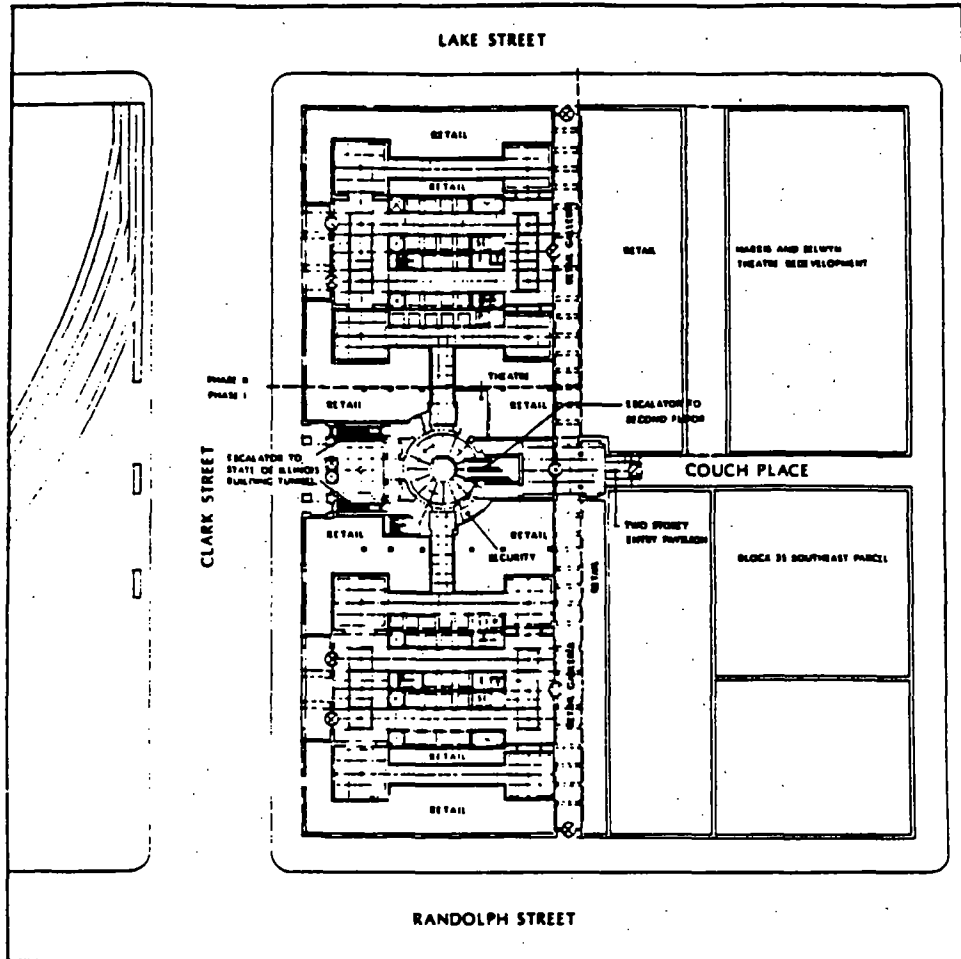


  
**SITE PLAN**  
0 100 200 300 400

# CHICAGO LINPRO TOWERS

PREPARED BY ROHN PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

EXHIBIT "F"  
(Page 3 of 15)



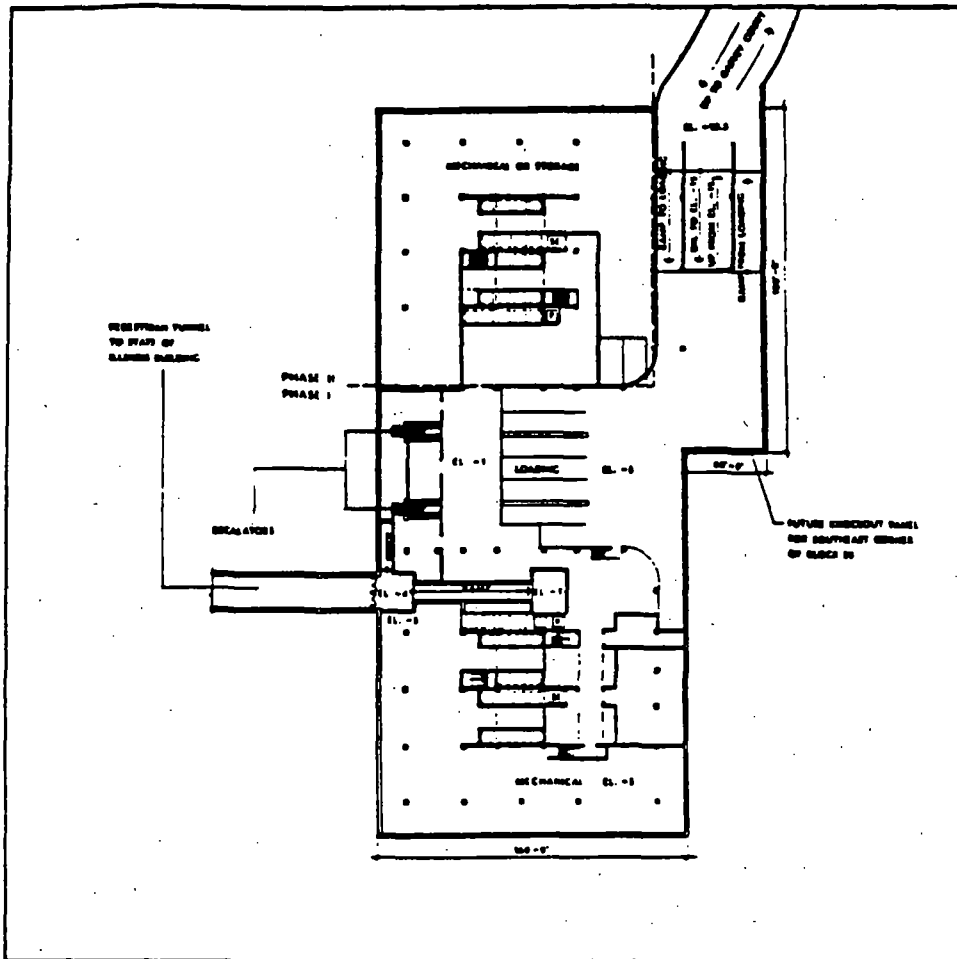
  
 GROUND FLOOR PLAN  


REVISION #1/90  
 REVISION #2/90

# CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

EXHIBIT "F"  
(Page 4 of 15)



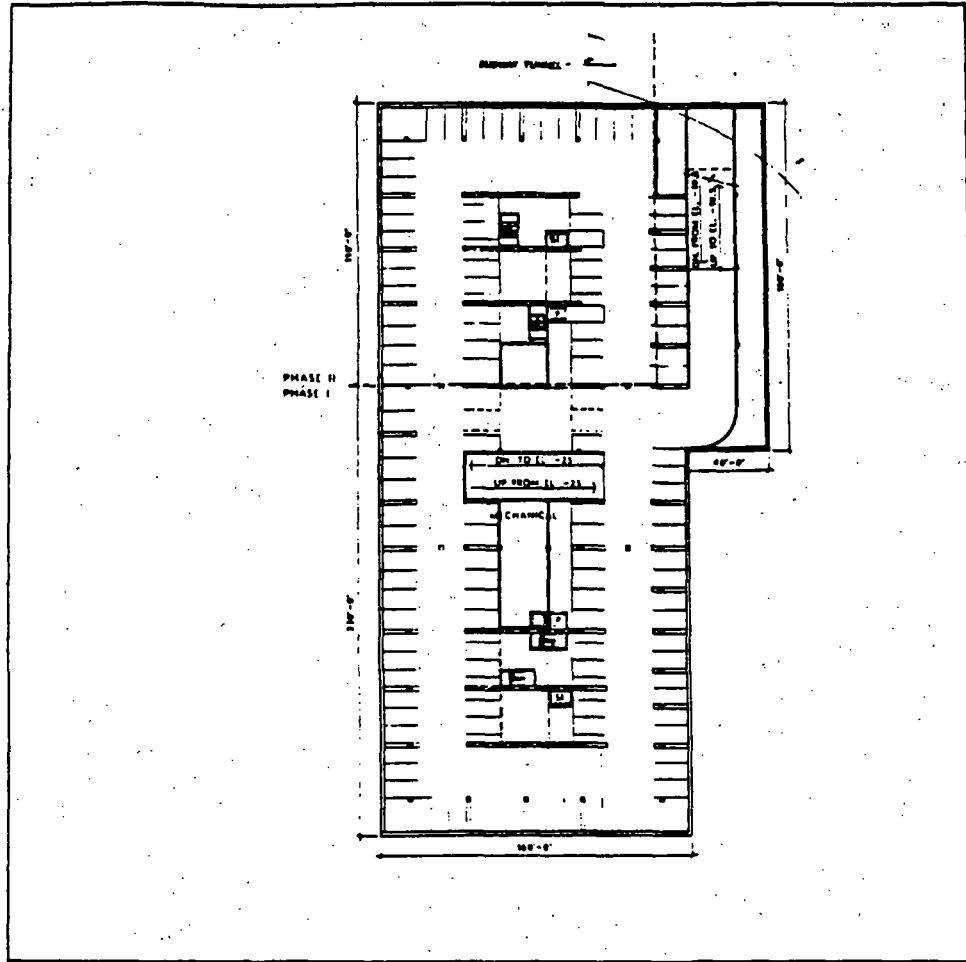
  
**LOWER LEVEL I**  


REVISIONS  
 REVISIONS

# CHICAGO LINPRO TOWERS

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**EXHIBIT "F"**  
**(Page 5 of 15)**



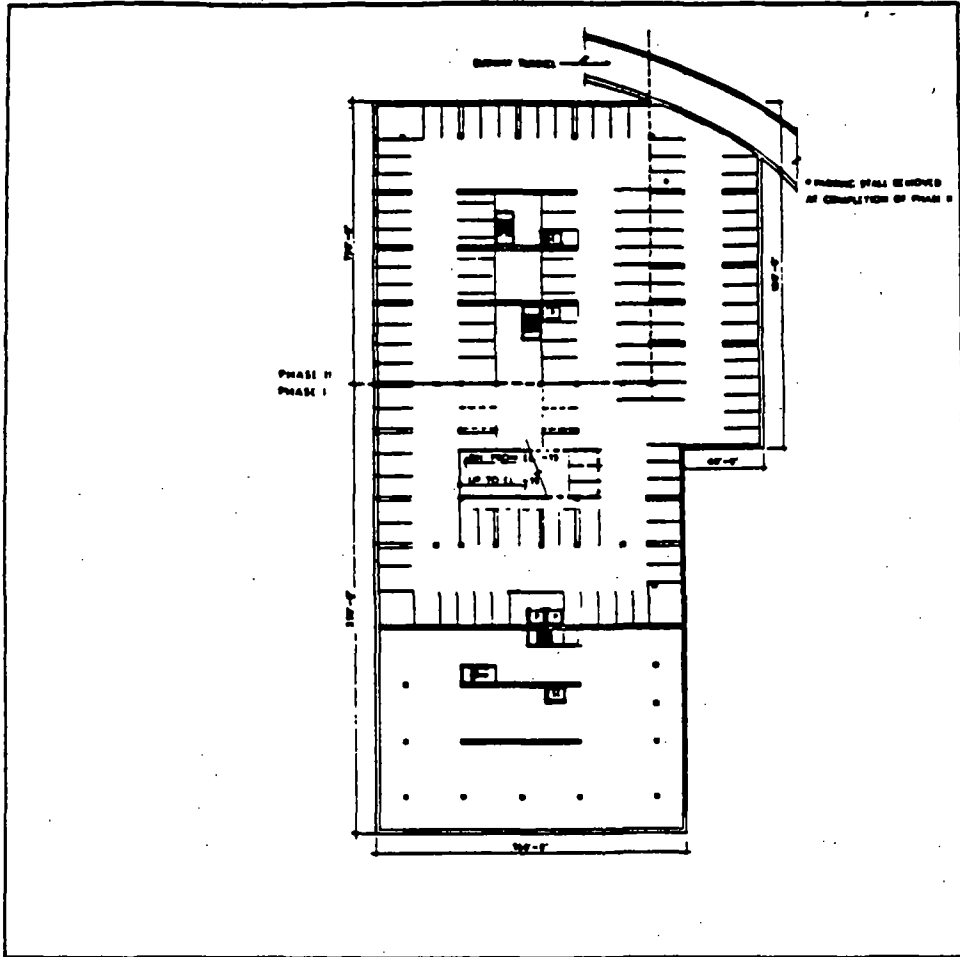
  
**LOWER LEVEL II** (S.L. -10 C.C.B.)  
 0 32 64 96 128

PARKING PHASE I 81 CARS  
 PHASE II 89 CARS  
 TOTAL 170 CARS  
NOTE: SHADDED PARKING STALLS ARE INCLUDED IN PHASE II PARKING COUNT.  
 REVISED 4/20/90

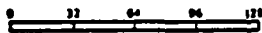
# CHICAGO LINPRO TOWERS

PREPARED BY RONN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

**EXHIBIT "F"**  
**(Page 6 of 15)**



  
**LOWER LEVEL III**



|         |          |          |
|---------|----------|----------|
| PARKING | PHASE I  | 73 CARS  |
| PARKING | PHASE II | 80 CARS  |
|         | TOTAL    | 153 CARS |

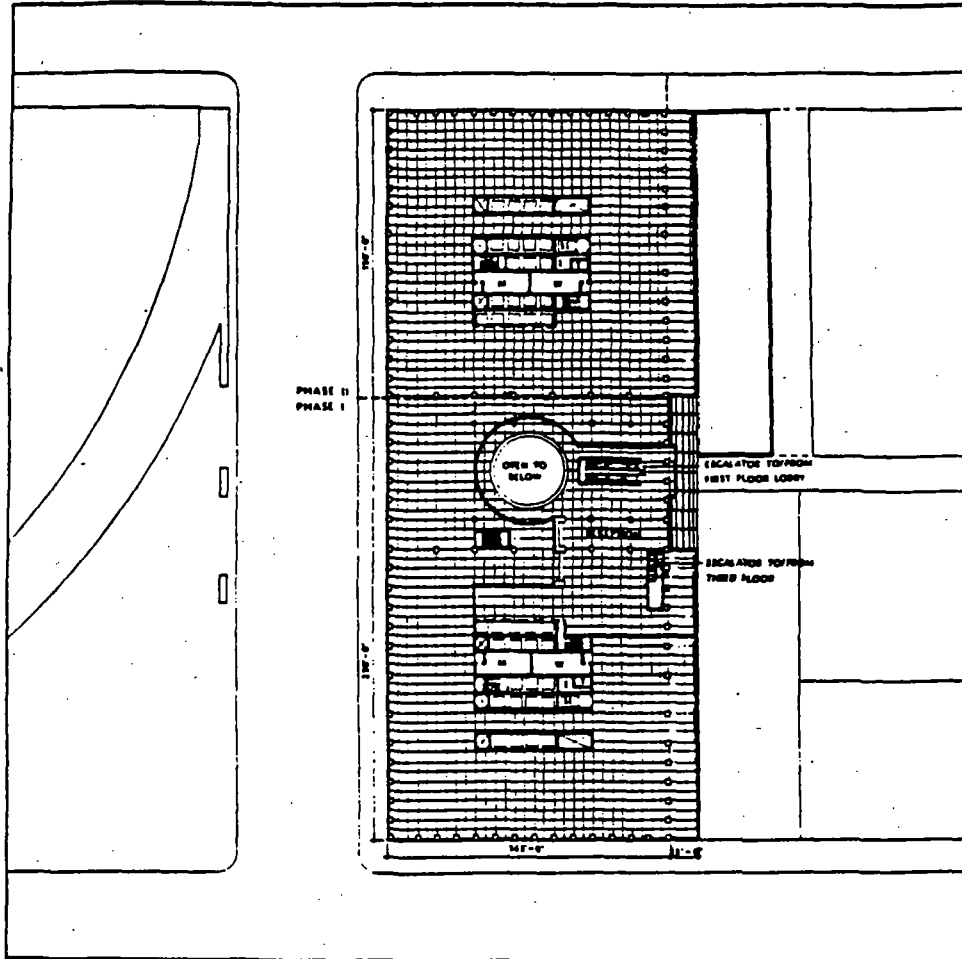
NOTE: SHADDED PARKING SPALLS ARE INCLUDED IN PHASE II PARKING COUNT.  
REVISED 07/20/90

# CHICAGO LINPRO TOWERS

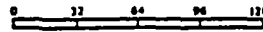
PREPARED BY KOHN PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY



**EXHIBIT "F"**  
**(Page 7 of 15)**



⊕  
**SECOND FLOOR PLAN**



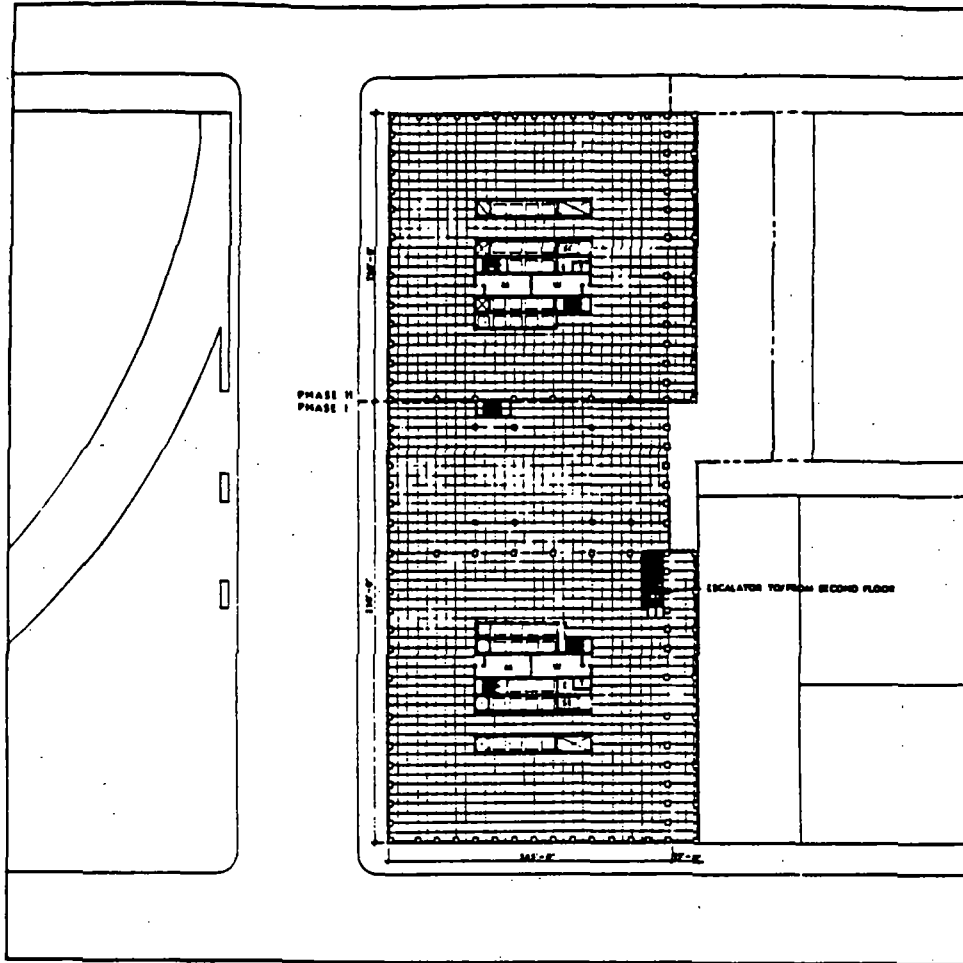
PHASE I 20,000 S.F.  
PHASE II 21,700 S.F.

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# CHICAGO LINPRO TOWERS

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**EXHIBIT "F"**  
**(Page 8 of 15)**



⊕  
**THIRD FLOOR PLAN**

0 32 64 96 128

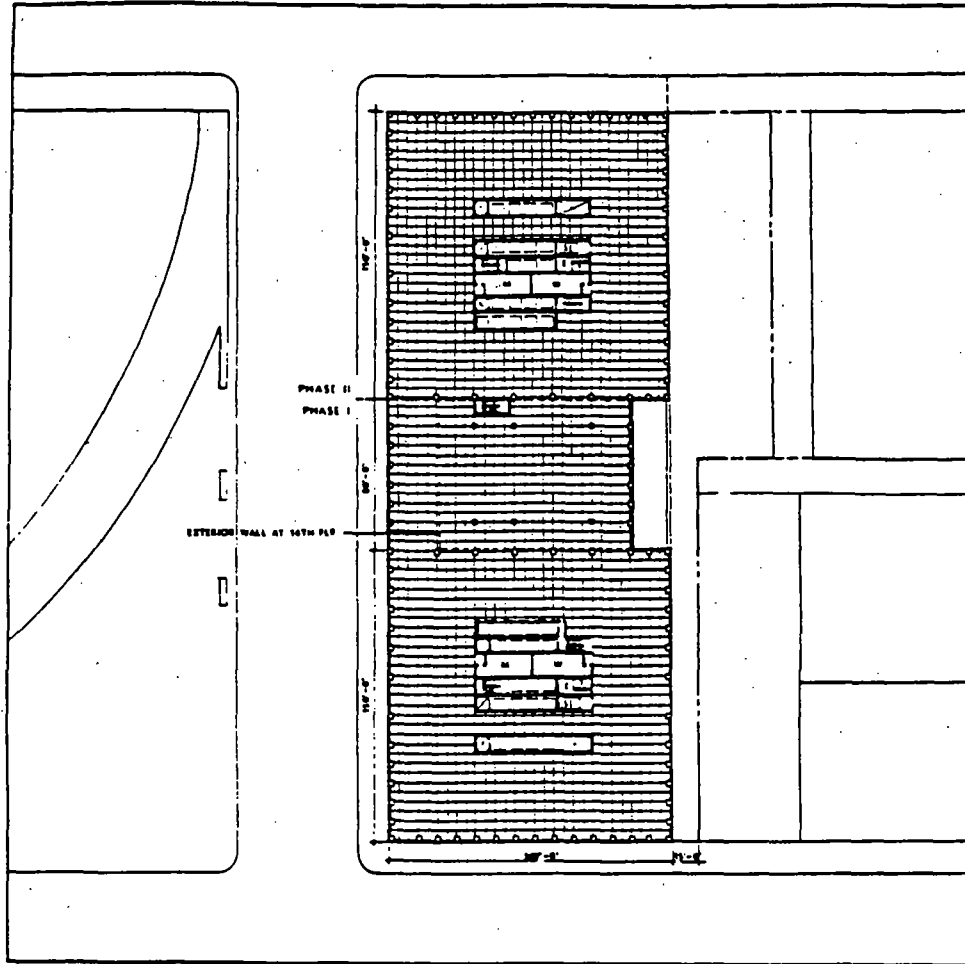
PHASE I 21,000 S.F. 14TH FLD. BALK.  
PHASE II 21,700 S.F. 14TH FLD. BALK.

012000

# CHICAGO LINPRO TOWERS

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EXHIBIT "F"  
(Page 9 of 15)



LOW-RISE OFFICE PLAN



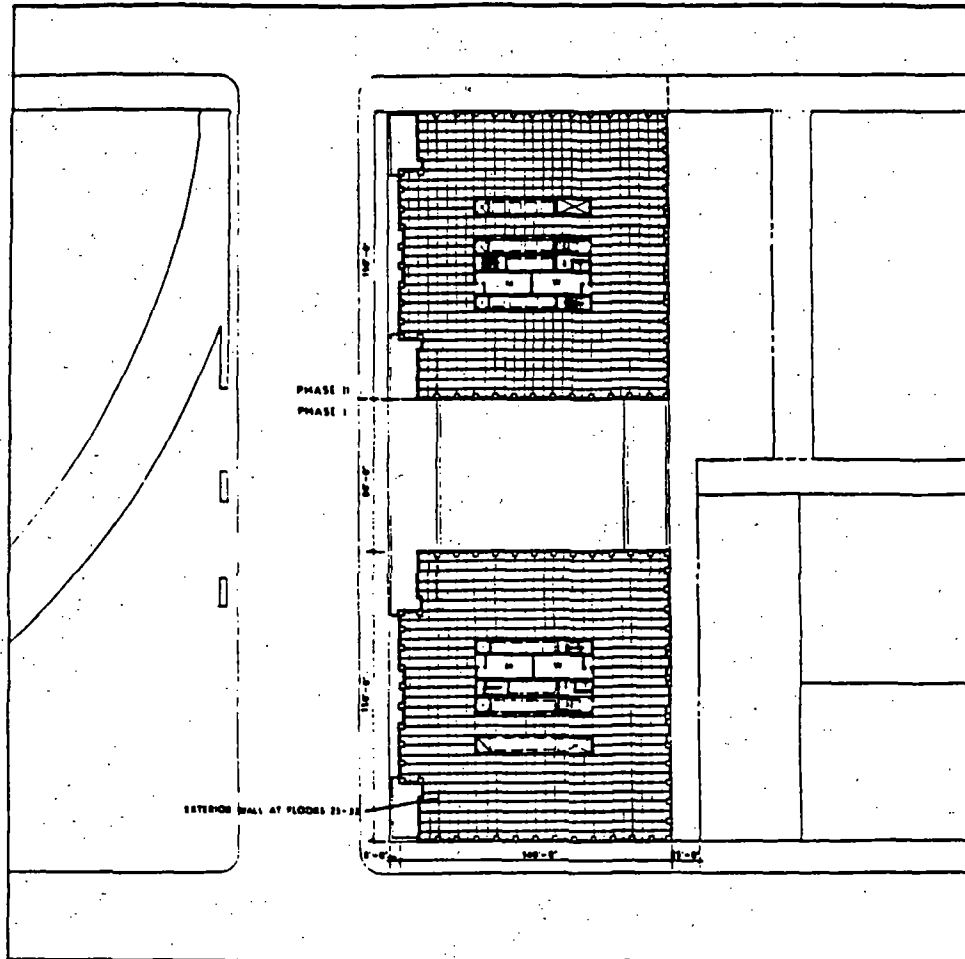
PHASE I FLOORS 4-13 33,100 S.F.  
 PHASE II FLOORS 9-13 21,700 S.F.

0/3000

# CHICAGO LINPRO TOWERS

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**EXHIBIT "F"**  
**(Page 10 of 15)**



  
**MID-RISE OFFICE PLAN**

0 32 64 96 128

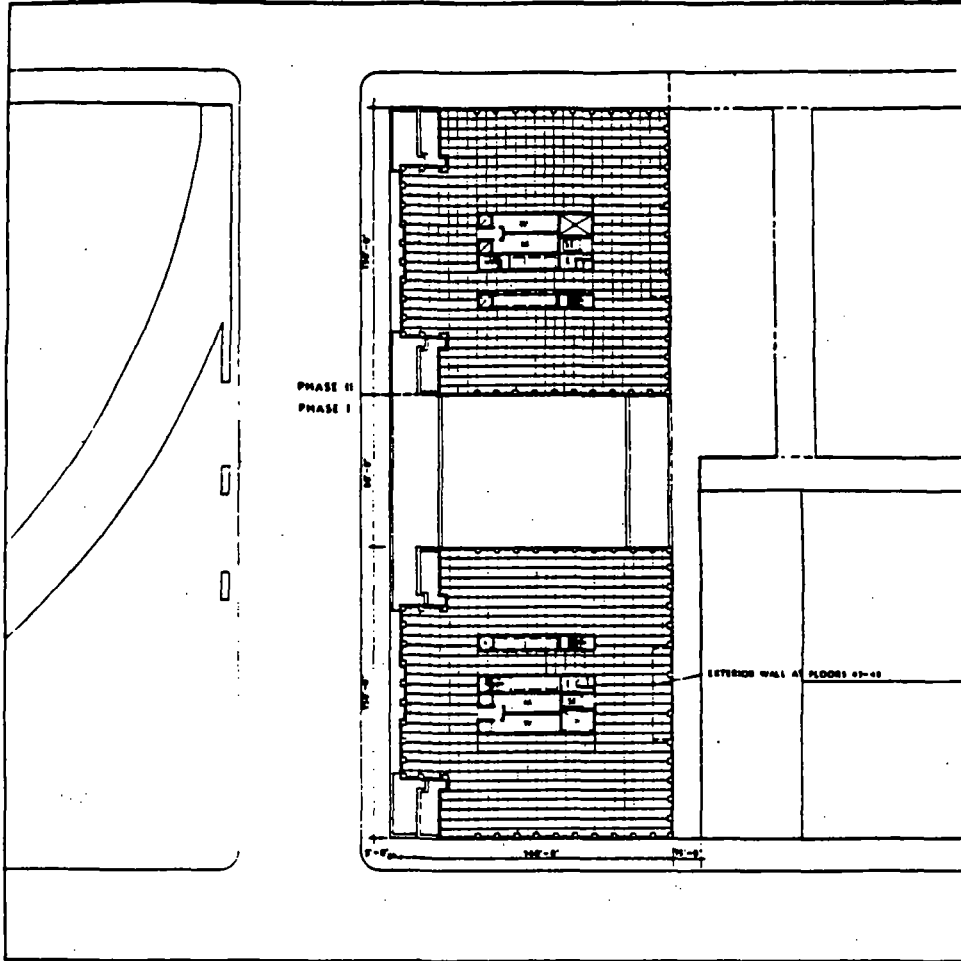
PHASE I AND II  
FLOORS 15-24 20,300 S.F.  
FLOORS 25-32 19,700 S.F.

4/28/88

# CHICAGO LINPRO TOWERS

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**EXHIBIT "F"**  
**(Page 11 of 15)**



⊙  
**HIGH-RISE OFFICE PLAN**



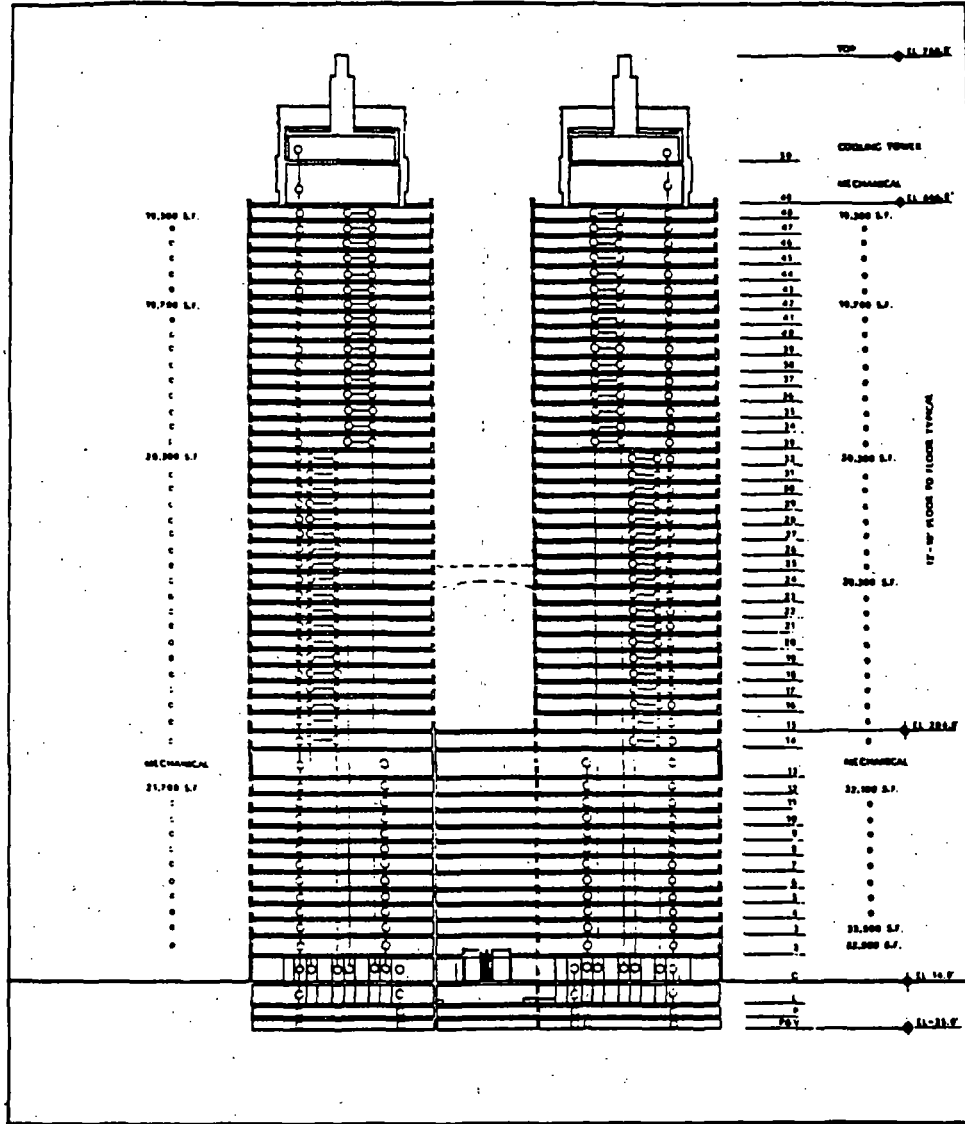
PHASE I AND II  
FLOORS 33-42 10,700 S.F.  
FLOORS 43-44 10,300 S.F.

4/20/90

**CHICAGO LINPRO TOWERS**

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

**EXHIBIT "F"**  
(Page 12 of 15)



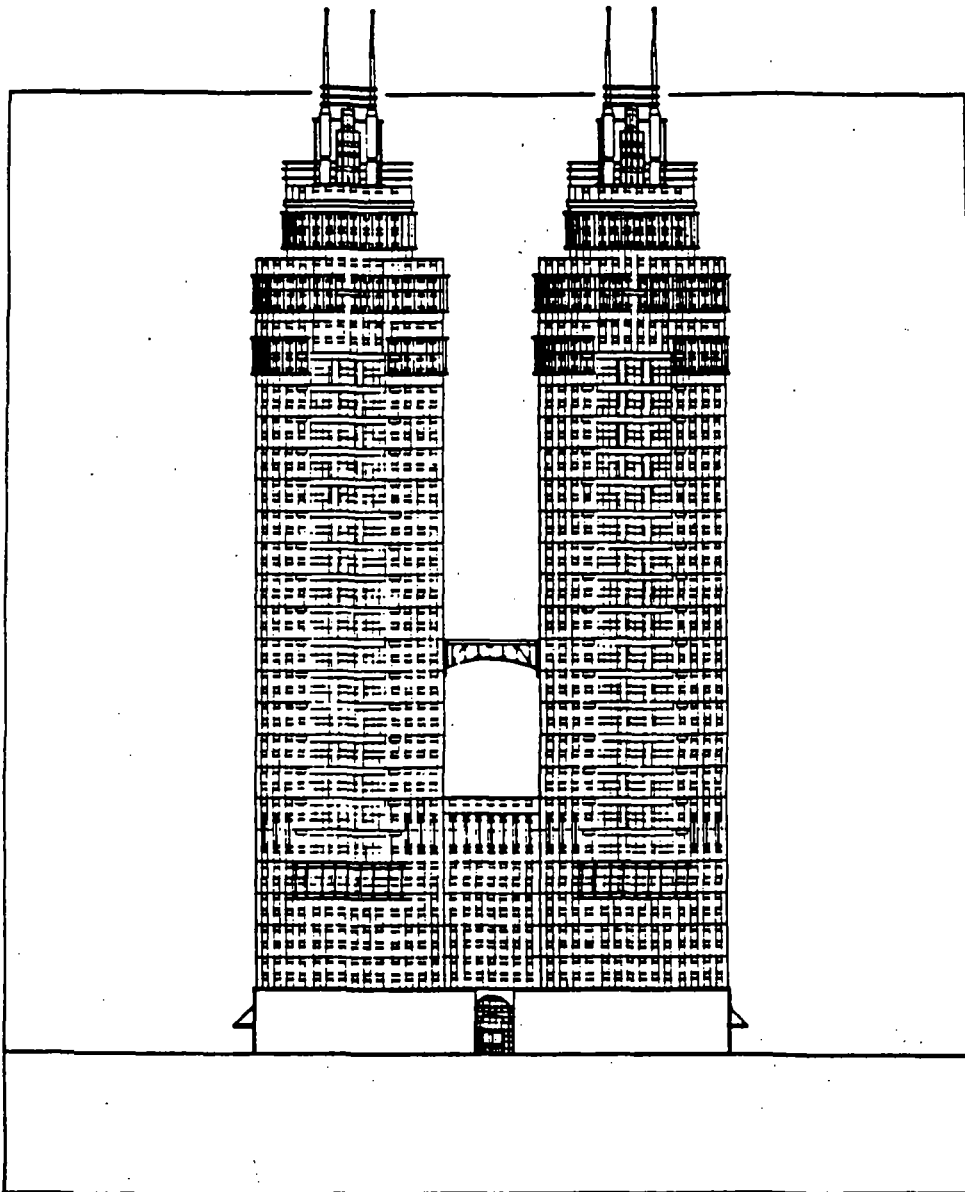
**SECTION**

|  |                |     |     |     |
|--|----------------|-----|-----|-----|
| 0  | 50             | 100 | 150 | 200 |
| PHASE I TOTAL ABOVE GRADE (EXCLUDING MECH) | 1,004,000 S.F. |     |     |     |
| TOTAL CBP                                  | 1,377,500 S.F. |     |     |     |
| PHASE II TOTAL ABOVE GRADE                 | 867,000 S.F.   |     |     |     |
| TOTAL CBP                                  | 1,004,000 S.F. |     |     |     |

**CHICAGO LINPRO TOWERS**

PREPARED BY ROHM PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

EXHIBIT "F"  
(Page 13 of 15)



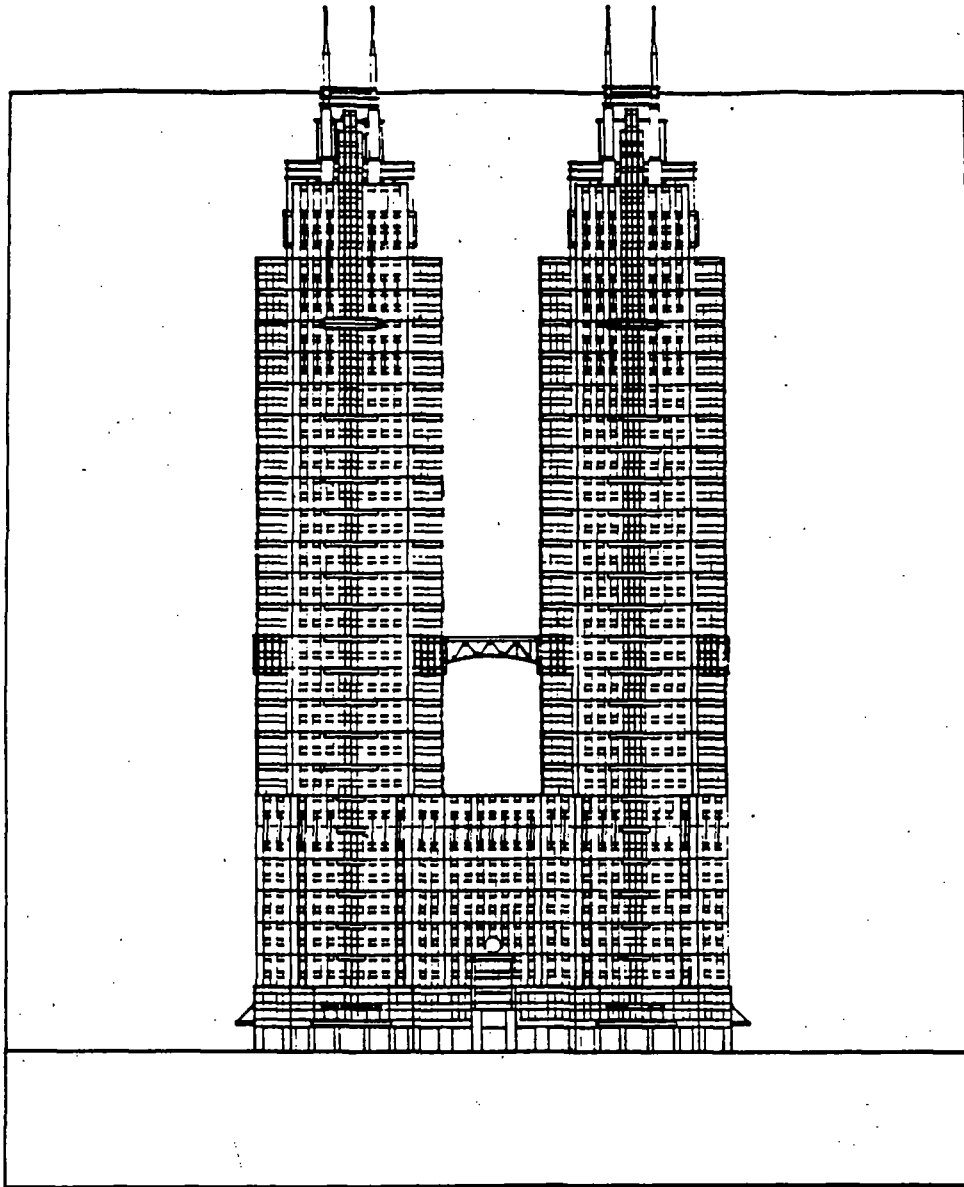
COUCH PLACE ELEVATION



# CHICAGO LINPRO TOWERS

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*EXHIBIT "F"*  
*(Page 14 of 15)*



CLARK STREET ELEVATION

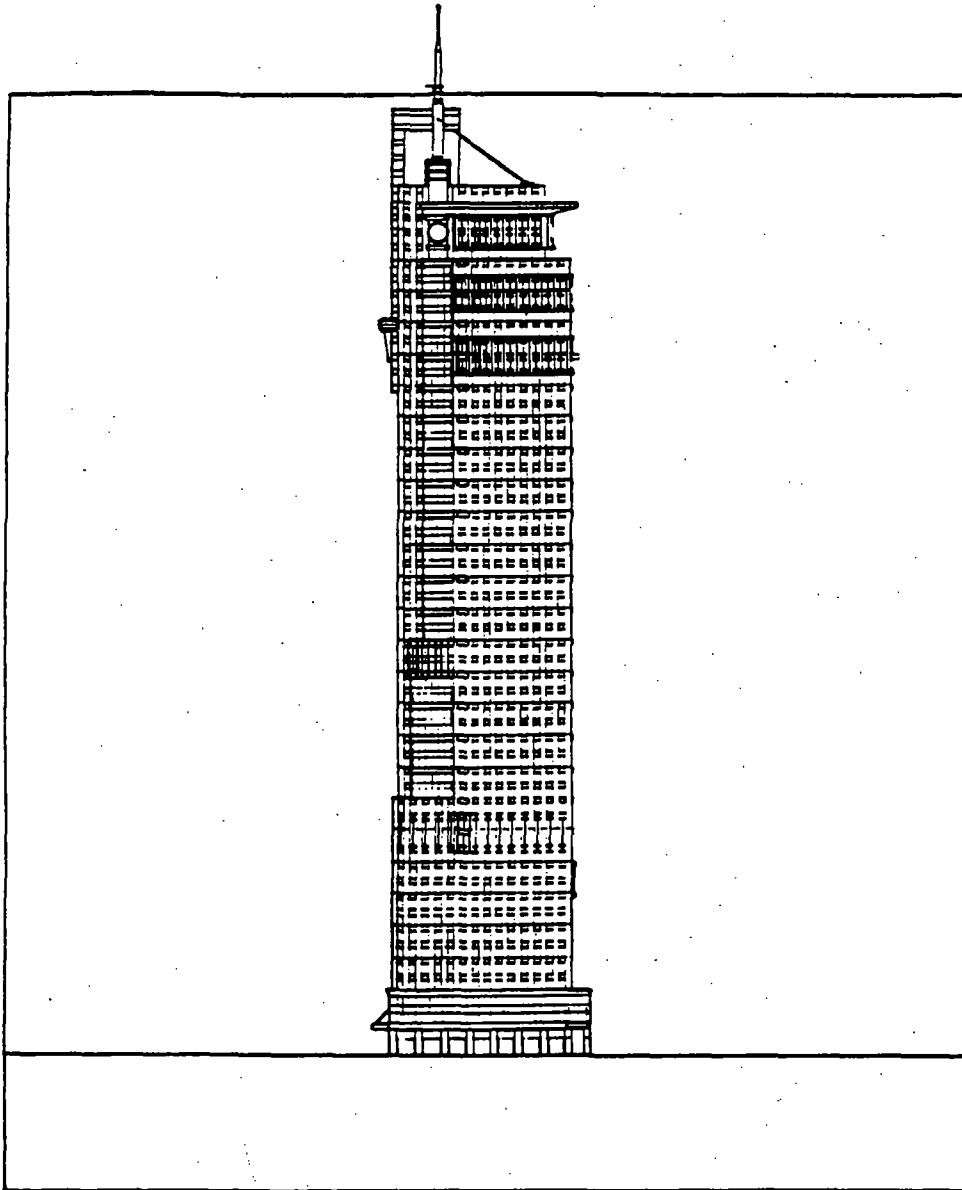


# CHICAGO LINPRO TOWERS

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**EXHIBIT "F".**  
*(Page 15 of 15)*



**RANDOLPH ELEVATION**



# CHICAGO LINPRO TOWERS

PREPARED BY ROHN PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

(Continued from page 15351)

*(Sub)Exhibit "B"*

*To Redevelopment Agreement.*

*Affirmative Action Plan.*

*Dated As Of June 9, 1988.*

*Policy Statement.*

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remediate the adverse effects of historically exclusionary practices within the society, including the procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance (the "Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. In addition, on April 3, 1985, the Mayor of the the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

The Linpro Chicago Land Limited Partnership (the "Partnership") recognizes the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. The Partnership will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The program will include 1) a written affirmative action plan committing the developer to provide maximum opportunity for minorities and females in its development project; 2) designation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprises in the development; 5) creation of a program to provide, in cooperation with the City of Chicago, assistance and advice in the

areas of leasing, planning and marketing programs in neighborhood-based projects; 6) implementation of procedures to assure achievement of program goals, including provision of objective standards to determine how goals are being met.

The purposes of this Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Partnership shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Partnership with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Partnership and their successors and assigns.

The City recognizes that it is Partnership's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose or intent of this Plan to impose upon Partnership or its contractors the obligation or require Partnership or its contractors to take actions which significantly affect the cost of the Improvements or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Improvements, and it is further understood that Partnership or its contractors (consistent with the obligation to exercise good faith required by this Plan) shall be entitled to judge the qualifications of M.B.E/W.B.E. contractors utilized for the completion of the Improvements or the operation or management thereof.

#### *1. Definitions.*

Whenever the following words or terms are used in this Plan, unless otherwise defined, they shall have the meaning ascribed to them in this section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

- 1.1 "Agreement" means the contract between the City of Chicago and the Partnership dated as of \_\_\_\_\_, 1988, to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.

- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more minority women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in \*3.5 below.
- 1.8 "Goals" means the targets established in this agreement for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. and W.B.E. participation and minority and women employment. The establishment of specific goals herein as to M.B.E. or W.B.E. participation or minority and women employment is not intended, and shall not be used, to discriminate against any business, contractor, subcontractor, applicant or employee. Failure to meet a goal will alert the Partnership that further actions may be necessary, but shall not, by itself, establish that Purchaser has failed to use good faith efforts.
- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.
- 1.12 "Person" or "Persons" includes any natural person, corporation, Partnership, unincorporated association, or joint venture.

- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereof. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Partnership (in which the parties do not stand in the relationship of an employer and an employee), which provides for any portion of the Partnership's obligation under the Agreement to be performed, undertaken or assumed. "Subcontractor" means any person who has such a contract with a Contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of improvements required by the Agreement with the exception of the following areas of activity or cost:
- (1) Brokerage.
  - (2) Financing.
  - (3) Management.
  - (4) Syndication.
  - (5) Accounting.
  - (6) Legal Services.
  - (7) Architecture.
- 1.16 "Component" means one of the divisions of \_\_\_\_\_ described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will be applied.
- 1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.
- 1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:
- (1) Earth moving including shoring.
  - (2) Demolition.

- (3) Concrete -- reinforced:
  - a. Forms and fabrication;
  - b. Reinforced steel;
  - c. Placement of concrete;
  - d. Finish concrete.
- (4) Masonry -- bricklayers, granite.
- (5) Structural steel.
- (6) Metal decking.
- (7) Miscellaneous metals.
- (8) Ornamental metals.
- (9) Carpentry -- rough and finish.
- (10) Moisture protection (roofing, etc.).
- (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
- (12) Finish trades (other than tenant improvements):
  - a. Floors;
  - b. Walls;
  - c. Ceilings;
  - d. Lath and plaster;
  - e. Partitions;
  - f. Tile work;
  - g. Painting;
  - h. Wall coverings;

- i. Carpets.
- (13) Vertical transportation.
- (14) Mechanical trades:
  - a. Electrical;
  - b. Plumbing;
  - c. Fire protection;
  - d. H.V.A.C.
- (15) Trash hauling and cleanup.
- (16) Field administration.
- (17) Water service.
- (18) Office supplies.
- (19) Security.
- (20) Janitorial.
- (21) Progress photos.
- (22) Printing.
- (23) Maintenance and mechanics.
- (24) Fencing/scaffolding.
- (25) Final cleanup.
- (26) Equipment rental.

Excluded are: energy and utility costs; taxes; permits and fees; city services; traditionally reimbursable expenses; and tenant improvements.

- 1.19 "Post-Construction Component" means all of the activities and obligations of the Partnership for the Project which apply for a period of 5 years subsequent to the issuance by the City of Chicago of the Completion Certificate for the Development.

*2. Administration And Monitoring.*

- 2.1 Partnership's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.
- 2.2 To facilitate and assure that good faith efforts are made, Partnership will assign an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan. Partnership will provide adequate staff and support for its A.A. Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The Partnership's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Partnership on the Project. The A.A. Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following:
- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Partnership are consistent with the Plan; and that all technical or procedural phases of compliance are met.
  - (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.
  - (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
  - (d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic onsite inspections to insure reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.
  - (e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other



organizations to increase awareness of Partnership's Affirmative Action Program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between the Partnership and relevant organizations as necessary.

- (f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.
  - (g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.
- 2.4 The Agency shall designate an Affirmative Action ("A.A.") Coordinator operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Partnership communications and Reports and transmitting Agency responses and other communications.
- 2.5 The Partnership shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by the Partnership on a monthly basis during construction and on a quarterly basis during post-construction. The A.A. Coordinator shall forward such reports to the Commissioner of the Department of Planning. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after receipt of the A.A. Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the A.A. Coordinator through the Commissioner of the Department of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.
- 2.7 The Partnership, through the A.A. Officer, in cooperation with the Agency, will develop two different Reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E.

and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms, and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre- construction and construction components.

### *3. Minority And Women Business Enterprises Participation Plan.*

#### 3.1 Introduction.

The following plan and goals are adopted by the Partnership for participation by minority and women business enterprises in the Development. The Partnership shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

#### 3.2 Methods To Ensure M.B.E. And W.B.E. Participation.

3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, the Partnership will request the assistance of the Agency's A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Partnership will make the M.B.E. and W.B.E. provisions and goals set forth in Sections 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts let by Partnership, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Partnership on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Partnership has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E.s and W.B.E.s.

- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Partnership's intent to encourage M.B.E. and W.B.E. participation in the project.
- (d) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E.s and W.B.E.s in submitting bids by offering Partnerships's consultation.
- (f) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining certification.
- (g) Requesting the assistance of the Agency's A.A. Coordinator in identifying certified, pending and certifiable minority and women businesses for contract, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:
  - (a) Chicago Urban League
  - (b) Chicago Economic Development Corporation
  - (c) Chicago United
  - (d) Illinois Department of Commerce and Community Affairs  
Small Business Office
  - (e) Minority Economic Resource Corporation
  - (f) National Association of Women Business Owners
  - (g) Alexander Grant & Company, Minority Business Development  
Center
  - (h) Association of Asian Construction Enterprises
  - (i) Black Contractors United
  - (j) Hispanic-American Construction Industry Association  
(H.A.C.I.A.)
  - (k) City of Chicago, Department of Purchases, Office of Contract  
Monitoring and Supplies
  - (l) National Minority Suppliers Development Council, Inc.

## (m) Chicago Regional Purchasing Council

- 3.2.2. If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.'s or W.B.E.'s to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.
- 3.3 M.B.E. And W.B.E Participation Components And goals.
- 3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Pre-construction; (2) construction; and (3) post-construction.
- 3.3.2 The dollar goals for participation by eligible M.B.E.'s and W.B.E.'s in the Pre-construction and Construction Components shall be 25% M.B.E. and 5% W.B.E. firms of the aggregate costs for such components, and 30% for Local Businesses.
- 3.3.3 To the extent practicable, the Partnership shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E., Small Business and Local Business firms.
- 3.4 Additional Provisions Concerning Calculating M.B.E. And W.B.E. Participation.
- 3.4.1. In the event that less than 51% of a Joint Venture is owned by a non-M.B.E. or non-W.B.E. partners or owners, the Partnership shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals. For example, a 25% minority owned joint venture that receives a \$100,000 contract would entitle the Partnership to a \$25,000 credit.
- 3.4.2 Where an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Partnership shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. Partnership shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to this project from non-M.B.E. or W.B.E. firms.
- 3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, the Partnership shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Partnership shall

receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm or Local Business.

3.4.4 The Partnership shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the plan if the Partnership demonstrates to the Agency that there are not sufficient M.B.E.'s or W.B.E.'s reasonably or readily available to fulfill the requirements of this Plan. The reasons for which such determination shall be warranted shall include, without limitation the following:

- (a) Lack of a sufficient supply of Local Businesses and certified, responsible M.B.E.'s or W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area ("S.M.S.A.").
- (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market as determined by Partnership, provided that all such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.'s or W.B.E.'s or Local Businesses.
- (c) Failure of available Local Businesses, M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.

3.5 Agency Certification Of Eligibility Of Minority And Women Business Enterprises.

3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by the Partnership or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, Contracts and Supplies shall certify each firm's (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.

3.5.2 All requests for certification and additional information required if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator. Upon request the Agency shall advise the Partnership whether a

proposed or bidding M.B.E. or W.B.E. has been previously certified within fourteen (14) working days by the City and, with respect to other firms, within twenty-one (21) days that (a) a firm has been certified as any M.B.E. or W.B.E., or (b) that additional information is required in order to complete the certification process. If additional information is required, such shall be furnished by the applying firm within seven days after notification by the Department of Purchasing, and a final determination shall be made relative to certification within sixty days after receipt of such additional information. In all cases, applying firms and the Partnership will receive at least preliminary certification or denial -- upon which the Partnership may rely for the purpose of this Development and Plan -- within 60 days of initial application. If the Partnership has not received this preliminary determination within 60 days, then the proposed M.B.E. or W.B.E. firm shall be presumed to be an eligible firm for the purposes of this Plan. On request of the Partnership and applying firm the time for submission of additional information and Agency determination of eligibility shall be extended, in which case the presumption of eligibility shall not apply.

- 3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Partnership may seek to cure or correct the defect by whatever remedy is necessary. The partnership's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if (a) the contractor's or sub-contractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or sub-contract, and (b) the status of the contractor or sub-contractor was misrepresented. In such event, the Partnership shall discharge the disqualified M.B.E. or W.B.E. and, if possible, identify a qualified M.B.E. or W.B.E. as its replacement.
- 3.5.4 The Partnership's minority and women business enterprise contracts shall require that all M.B.E.'s or W.B.E.'s report within 14 days to the Partnership's AA Officer and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Partnership shall promptly notify the Purchasing Agent and the AA Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- 3.5.5 Any disputes arising between Partnership and the City concerning the eligibility of M.B.E.'s or W.B.E.'s shall be resolved in accordance with the Dispute Resolution provisions contained in Section 5. The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

#### *4. Minority And Women Employment Plan.*

- 4.1 The following plan and goals are adopted by the Partnership for employment of minority and women workers in the Construction Component of the Development. During the construction of the improvements provided for in the Agreement, Partnership shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.

- 4.2 The goals for minority and women employment during the Construction component shall be 25 percent minority and 5 percent women employees. The employment goals for residents of the City of Chicago shall be 30 percent.
- 4.3 The Partnership may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 The Partnership shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.5 The Partnership will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Partnership shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Partnership will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 4.7 The Partnership will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Partnership will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organizations's responses:
- (a) Department of Planning
  - (b) Mayor's office of Employment and Training
  - (c) Chicago Urban League
  - (d) Chicago Economic Development Corporation

- 4.8 The Partnership will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of affirmative action policy. The Partnership will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that E.E.O. policy is being implemented.
- 4.9 The Partnership will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Partnership will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the Contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to M.B.E. enterprises and an additional five percent (5%) of subcontractors to W.B.E. enterprises. The Contractor further agrees that upon the Partnership's request, it shall prepare in written form and send to the Partnership, a minority and women head count for its total work and subcontractors employed.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing



to the Partnership as often as may be required by the Partnership its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.

- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Partnership as often as may be required by the Partnership. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Partnership as often as may be required by the Partnership.
- (h) The Contractor agrees to make and submit to the Partnership manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Partnership.
- (i) Meetings of Partnership's and Contractor's supervisory and personnel office employees will be conducted as required by Partnership, at which time affirmative action policy and its implementation will be reviewed and explained.
- (j) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (k) During the contract period, the Contractor will maintain and make available to the Partnership documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.
- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Partnership as often as may be required by the Partnership.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.

- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work:
- (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this contract and shall deliver copies of such notices to Partnership.
  - (2) Prior to the beginning of the work, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

#### *5. Dispute Resolution.*

- 5.1 If at any time during the existence of this Plan the Agency believes that the Partnership is substantially failing to comply with the terms of this Plan, the Agency's A.A. Coordinator shall provide a written report to the Partnership's A.A. Officer explicitly invoking this section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If the Partnership disagrees with the Agency's evaluation, the A.A. Coordinator and A.A. Officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Planning and the Partnership shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Partnership have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the Notice of the City invoking this section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issues which may be presented and decided in arbitration are whether such proposed steps are required to comply with the Plan and issues concerning the financial capability of M.B.E.s and W.B.E.s as described in Section 3.5.5. The Arbitrators shall only have the authority to direct the Purchasers to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning Section 17 of the Agreement and the implementation of this Plan, in lieu of any other remedies. The arbitration shall be conducted in accordance with the Federal Rules of Evidence.

- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Partnership, one by the Agency and the third selected by agreement of the first two arbitrators. The Partnership and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

*6. Resident Employment And Post-Construction Provisions.*

6.1 General Provisions.

- 6.1.1 For the first five years following the issuance by the City of Chicago of a Competition Certificate for the Project, the Partnership shall make good faith efforts, in accordance with the provisions of this Part 6, to achieve certain affirmative action goals in the following areas:

- (a) With regard to the direct employees of the Partnership, the employment of city resident workers in the post-construction component of the Project; and
- (b) Participation of M.B.E.s and W.B.E.s and of minority and women employees in the post-construction operations of the Partnership with respect to the Project.

- 6.1.2 The Partnership's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Parts 2 -- 4, as relevant to the respective M./W.B.E. or employment activities described in Part 6.

- 6.2 Employment Of City Residents In The Post-Construction Component.
- 6.2.1 With regard to direct employees of the Partnership, the Partnership will make good faith efforts, consistent with those described in Part 4, to achieve an employment goal of 30% for City resident workers in the post-construction component of the Project.
- 6.2.2 The Partnership will seek to incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment. In any event, Partnership will report at least quarterly to the Agency the level of resident employment achieved.
- 6.3 M.B.E. And W.B.E. Participation And Minority And Female Employment During Post-Construction Operations.
- 6.3.1 During post-construction operations, the Partnership will make good faith efforts, consistent with those described in Parts 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.
- 6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operation of this Development). The goals shall apply to such direct employees whether they are employed by the Partnership, a property management firm affiliated with the Partnership or a Contractor.
- 6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this Development).
- 6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the developer.
- 6.3.5 The employment goals for minority employees for these Post-Construction Components of the Project shall be 25% Black, 16% Hispanic and 5% Women.
- 6.3.6 The M.B.E./W.B.E goals for the Post-Construction Component shall be 25% for M.B.E. firms, 5% for W.B.E. firms and 30 % for local businesses.
- 6.3.7 The Partnership is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.

- 6.3.8 The Partnership will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging Contractors to make all good faith efforts to achieve those goals.

*7. No Third Party Benefit.*

- 7.1 This Plan shall be construed as an agreement between the Partnership and the City and no third party shall be entitled to enforce any of the provisions hereof.
- 7.2 The Partnership and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Section 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party and no party shall be construed as or have the rights of a third party beneficiary under this Plan.

Executed this ninth day  
of June, 1988.

City of Chicago

Linpro Chicago Land Limited  
Partnership

By: (Signed) \_\_\_\_\_

By: (Signed) Michael Pepper \_\_\_\_\_

*(Sub)Exhibit "C"*

*To Redevelopment Agreement.*

*Agreement To Provide Assistance*

*To Neighborhood Development.*

This Agreement to provide assistance to neighborhood Development ("Agreement") by and between the City of Chicago, an Illinois municipal corporation ("City") and Linpro Chicago Land Limited Partnership, an Illinois limited partnership ("Developer").

*Recitals:*

Whereas, The City and Developer shall enter into that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement" ("Redevelopment Agreement"), to which the Agreement is appended; and

Whereas, The Redevelopment Agreement provides in part that Developer shall use its best efforts to construct two first class office towers and additional improvements on Block 35 of the North Loop; and

Whereas, Developer has located its project within the City as a sign of its commitment to the continued economic revitalization of the City; and

Whereas, Developer acknowledges the importance of improving the quality of life in City neighborhoods; and

Whereas, The parties agree that they shall cooperate with neighborhood development activities by providing advice and assistance, when necessary; and

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

1. Incorporation of Recitals. The recitations set forth above constitute an integral part of the Agreement 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. Definitions. All terms used herein as defined terms shall have the meaning ascribed to them in the Redevelopment Agreement, unless otherwise defined herein to the contrary.

3. Amount of Assistance. Developer shall commit to six hundred (600) hours of technical assistance toward neighborhood economic development efforts, which hours must be utilized within five (5) years of approval of the Planned Development referred to in the Redevelopment Agreement. Developer shall not be required to devote more than twenty (20) hours in any particular month in fulfilling its obligations under the Agreement. If Developer provides more service than is required in any particular month, such service shall be credited against Developer's time allocation set forth in this paragraph.

4. Selection of Neighborhood Groups. The City of Chicago shall select those neighborhood groups ("Groups") to receive assistance under this Agreement. Developer,

however, shall have the opportunity to suggest suitable neighborhood Groups for designation as a Group to receive assistance under this Agreement.

5. Provision of Assistance. Developer shall provide assistance to Groups under the terms of the Agreement pursuant to written request from the City. The services provided by Developer hereunder, notwithstanding any provision contained herein to the contrary, shall be limited to the following:

- a) Attendance at reasonable times at meetings with City officials and Groups, and attendance at meetings between the Groups and prospective market and media representatives, sellers, brokers and lenders, subject to resolution of scheduling conflicts with other parties; and
- b) Review and comment within a reasonable time on communication projects, acquisitions, financing, development, zoning, management and operation plans and budgets for the Groups.

Any request by the City for technical assistance services from Developer must be accompanied by reasonable, supporting information detailing the nature of the technical assistance required, the name, financial status, credit worthiness and experience of the Group requiring technical assistance and an estimate of the time required for such assistance.

Developer shall not be required to provide technical assistance unless the Group releases Developer from any liability and waives all claims against Developer or its designees, by a written release and waiver reasonably satisfactory to Developer. No financial assistance or other liability shall be incurred by Developer, excepting, however, the salaries and benefits of Developer's employees and transportation and expenses which are customarily reimbursed by Developer for its employees.

6. Evidence of Assistance. Developer shall evidence compliance with the time requirements set forth in the Agreement by any of the following means: (a) certification, in the form of an affidavit, as to time served; (b) certification from a Group as to the time served; or (c) any other means reasonably evidencing such participation.

The City, upon written request from Developer, shall deliver a certificate to Developer addressed to Developer, any mortgagee or prospective lender, certifying that: (a) Developer is not in default pursuant to the provisions of the Agreement; (b) the number of hours remaining to be served; (c) the number of hours completed; and (d) such other information pertaining to Developer's obligations pursuant to the Agreement as Developer shall reasonably request. Said certificate shall be delivered by the City within ten (10) days from which the City receives the request for said certificate from Developer.

7. No Liability. It is agreed that Developer, its mortgagees, partners, agents, employees, shareholders, directors, officers and principals and their respective successors and assigns shall not be personally responsible or liable for providing the technical assistance referred to in the Agreement. Developer, at its sole discretion, may designate

members of its senior staff or other people whom they retain who are experienced in providing such technical assistance.

If, for good cause shown to the City, Developer may decline to serve as a consultant to a Group designated by the City. Such decision to not provide assistance to a particular Group shall in no manner affect or diminish the obligations of Developer under the Agreement.

Nothing contained herein shall be deemed to obligate the Developer to pay any out-of-pocket expenses or to incur any liability in connection with the performance of its obligations under the Agreement, excepting, however, the salaries, benefits of its employees and transportation and other expenses customarily reimbursed by Developer for its employees.

8. No Disclosure. Nothing contained herein shall authorize the City to provide to any Group or require Developer to divulge any personal or financial information regarding Developer without the prior written consent of Developer. Should any principal or other designee of Developer become deceased or disabled, Developer, in its sole discretion, may designate a reasonably satisfactory substitute party to provide the technical assistance services required pursuant to the Agreement.

9. No Third Party Beneficiary. The Agreement shall be solely construed as an Agreement of the City and of Developer, and no other person or organization shall be entitled to enforce any of the provisions hereof or have any rights hereunder. Actions for the enforcement of the Agreement may be brought only by the City against Developer and no person or organization shall be construed as or have the rights of a third party beneficiary under the Agreement. Nothing contained in the Agreement shall prohibit or delay issuance of a Certificate (as such term is defined in the Redevelopment Agreement) by the City. The obligations hereof shall survive the issuance of a Certificate and be binding upon Developer. The obligations hereof shall not be binding upon any mortgagee of Developer.

10. Reasonableness. The City shall act reasonably in administering the terms of the Agreement.

11. Arbitration. The dispute resolution provisions of the Affirmative Action Plan entered into between the City and Developer on June 9, 1988, attached as Exhibit \_\_\_\_\_ to the Redevelopment Agreement, shall be applicable hereto as the sole mechanism for dispute resolution as though fully set forth herein except that Developer may designate another person to serve in place of the A.A. Officer of Developer with respect to dispute resolutions hereunder. No damages or injunctive relief may be awarded but the City shall be entitled to judicial enforcement of the remedy afforded under the dispute resolution mechanism.

In no event or circumstance shall Developer, its partners or any of their respective officers, directors, shareholders, agents or employees or any of their successors and assigns be personally liable by reason of a breach of the Agreement, and all recourse of the City shall be against the applicable partnership assets of Developer and not Developer and its partners, officers directors, agents or employees or any of their successors and assigns personally.



12. No Guarantee. The Agreement shall not be deemed as an agreement by the parties to ensure or bear any responsibility for the success or failure of any Group's activities.

13. Headings. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

14. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15. Successors And Assigns. The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assigns.

16. Severability. If any provisions 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.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,  
a municipal corporation.

Linpro Chicago Land Limited  
Partnership, an Illinois  
limited partnership.

By: (Signed) Elizabeth L. Hollander,  
Commissioner,  
Department of Planning.

By: (Signed) Michael Pepper,  
Managing Partner.

*(Sub)Exhibit "D"*

*To Redevelopment Agreement.*

*Public Amenities.*

Purchase and Donation of the Theaters.

Perimeter Retail Arcade.

Pedestrian Tunnel located beneath the Clark Street Right-of-Way.

North/South Interior Pedestrian Arcade.

East/West Pedestrian Access.

Garvey Court Tunnel Improvements and Access Improvement of Couch Place.

*(Sub)Exhibit "E"*

*To Redevelopment Agreement.*

*First Source Agreement*

*For The North Loop Redevelopment Project Block 35*

*Of Linpro Chicago Land Limited Partnership.*

This Agreement made this 9th day of June, 1988, by and between the City of Chicago (the "City") and Linpro Chicago Land Limited Partnership (the "Developer"):

Whereas, The City deems it in the public interest and beneficial to the citizens of the City to preserve and promote employment opportunities for the residents of the City; and

Whereas, The Developer intends to develop two office towers on North Loop Redevelopment District Block 35, bounded by Clark Street, Lake Street, Dearborn Street and Randolph Street; and

Whereas, The Developer acknowledges the policy of the City of Chicago to encourage and maintain its commercial base as a means of providing employment for the citizens of Chicago; and

Whereas, The Developer volunteers to provide in connection with the proposed office towers employment opportunities for approximately 10% permanent jobs for the residents residing within the City of Chicago who are referred to the Developer by the City; and

Whereas, The Developer desires to engage the services of the Mayor's Office of Employment and Training, Chicago First Office (the "M.E.T.") to assist the property manager and retail tenants of the proposed office towers with the recruitment and referral of applicants in hiring security, parking, maintenance and retail positions at the Project;

Now, Therefore, For and in consideration of the mutual promises contained herein, and in consideration for entering into other agreements with the developer, the parties hereto do mutually agree as follows:

- A. For purposes of this Agreement, "covered entities" shall mean the management company responsible for the maintenance and security of the office towers and any retail facility occupying in excess of 10,000 square feet ("anchor tenants") or premises operated and leased by national, regional or local retail chains.
- B. All lease agreements of the development for covered entities may include a requirement to use M.E.T. as the "First Source" for recruitment, referral and employment for employment positions upon the terms and conditions specified herein. In addition, the Developer will encourage "non-covered entities" to use the services of the Agency as a source for recruitment and referral in the hiring of employees.
- C. During the first thirty (30) days of covered entities hiring programs, M.E.T. may be the exclusive source of referrals for entry-level non- union employees for positions requiring no prior training or experience. Entry level positions may include all job categories including property management which require the minimum amount of training or experience in order to qualify for such position. Throughout the remainder of the term of this Agreement, covered entities should notify M.E.T. of position openings for recruitment and referral services in addition to any other resources that are available.
- D. The Developer should notify M.E.T. upon execution of all retail leases. At least thirty (30) days prior to the anticipated opening date, covered entities should notify M.E.T. of the need for new employees by completing a "Job Order Form". M.E.T. should refer eligible job applicants to covered entities in response to the notification of need. M.E.T. may screen applicants according to the qualification profile agreed upon with each covered entity and should refer only qualified applicants who meet the qualification profile. M.E.T. should make all referrals to covered entities or notify them that no referrals can be made, no later than fifteen (15) days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, covered entities may be free to directly fill remaining positions for which no qualified applicants have been referred. Covered entities will make good faith effort to provide information to M.E.T. for preparation of quarterly reports.

- E. Covered entities may make all decisions on hiring employees, including applicants referred by M.E.T. However, covered entities should make a diligent and good faith effort to hire from referrals made by M.E.T. and may not discriminate on the basis of race, creed, color, religion, age, sex or national origin.
- F. This Agreement shall apply to said entity for a period of two (2) years from the date of initial occupancy of the said entity, Provided, However, that for a period of ten (10) years from the date of the first retail anchor tenant, the Developer may include the First Source requirement in the initial lease of all retail tenants.
- G. If This Agreement conflicts with any labor laws or other governmental regulation, such law or regulation shall prevail.

Executed this ninth day  
of June, 1988.

City of Chicago

Linpro Chicago Land Limited  
Partnership

By: (Signed)

By: (Signed) Michael Pepper

*(Sub) Exhibit "G"*

*To Redevelopment Agreement.*

*Minimum Assessed Values.*

| Tax Year | Minimum Assessed Value |
|----------|------------------------|
| 1990     | \$2,987,412            |
| 1991     | 2,987,412              |

| Tax Year | Minimum Assessed Value |
|----------|------------------------|
| 1992     | 2,987,412              |
| 1993     | 3,344,359              |
| 1994     | 8,031,688              |
| 1995     | 14,579,316             |
| 1996     | 21,879,425             |
| 1997     | 25,072,243             |

Note 1. In the event Developer is unable to complete construction and commence occupancy by 1993 of Phase I of the project, the minimum taxes as established for the years 1990 through 1997, inclusive, which reflect a vacant land status for the applicable portion of the Site shall be substituted as the assessed valuations for each year or portion of year for which Phase I of the project remains uncompleted. In such instance, the applicability of the real estate taxes established for 1993 and ensuing years shall be set forward by a period of time equal to that period of time by which the completion of Phase I of the project occurred after January 1, 1993.

Note 2. In the event Developer is unable to achieve leasing percentages equal to the assumed assessment levels, the applicability of the real estate taxes established for 1993 and ensuing years shall be adjusted to reflect the actual percentage amount of tenants in occupancy.

*(Sub)Exhibit "H"*

*To Redevelopment Agreement.*

*Minimum Real Estate Taxes.*

| Tax Year | Minimum Real Estate Taxes |
|----------|---------------------------|
| 1990     | \$545,885                 |
| 1991     | 545,885                   |
| 1992     | 545,885                   |
| 1993     | 640,000                   |
| 1994     | 1,537,000                 |
| 1995     | 2,790,000                 |
| 1996     | 4,187,000                 |
| 1997     | 4,798,000                 |

Note 1. In the event Developer is unable to complete construction and commence occupancy by 1993 of Phase I of the project, the minimum taxes as established for the years 1990 through 1997, inclusive, which reflect a vacant land status for the applicable portion of the Site shall be substituted as the assessed valuations for each year or portion of year for which Phase I of the project remains uncompleted. In such instance, the applicability of the real estate taxes established for 1993 and ensuing years shall be set forward by a period of time equal to that period of time by which the completion of Phase I of the project occurred after January 1, 1993.

Note 2. In the event Developer is unable to achieve leasing percentages equal to the assumed assessment levels, the applicability of the real estate taxes established for 1993 and ensuing years shall be adjusted to reflect the actual percentage amount of tenants in occupancy.

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EXECUTION OF REDEVELOPMENT AGREEMENT WITH CHICAGO  
THEATRE GROUP, DOING BUSINESS AS THE GOODMAN  
THEATER, TO PROVIDE FOR HISTORIC RENOVATION  
AND REHABILITATION OF HARRIS-SELWYN  
THEATERS IN BLOCK 35, NORTH LOOP  
REDEVELOPMENT PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a redevelopment agreement with the Chicago Theatre Group, doing business as The Goodman Theater, providing for the renovation of the Harris-Selwyn Theaters, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on March 28, 1979 adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("North Loop"); and

WHEREAS, The City and Chicago Theatre Group, an Illinois not-for-profit corporation and doing business as The Goodman Theater ("Goodman Theater") shall enter into a redevelopment agreement providing in part for the acquisition by the Goodman Theater of certain City-owned property located within Block 35 of the North Loop (said block bounded by North Clark Street, North Dearborn Street, West Lake Street and West Randolph Street); and

WHEREAS, Pursuant to the terms of the redevelopment agreement, the Goodman Theater shall renovate the Selwyn and Harris Theatres ("Theaters") presently improving the property for the express purpose of substantially devoting the Theaters for the presentation of theatrical, cultural and entertainment activities; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, the Goodman Theater shall renovate and rehabilitate the Theaters to preserve their historic and architecturally significant features in accordance with design plans approved by the City and the Landmarks Commission; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, the City shall contribute funds in an amount no greater than Six Million Dollars to be utilized for the renovation and rehabilitation of the Theaters; and

WHEREAS, The Goodman Theater shall operate the Theaters in accordance with the standards of a first class live theatrical organization and shall possess full artistic freedom in the presentation of theatrical and cultural activities at the Theaters; 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 redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement Chicago Theatre Group, doing business as The Goodman Theater" substantially in the form attached hereto as Exhibit A.

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

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

*Exhibit "A":*

*Block 35, North Loop Project*

*Redevelopment Agreement*

*Chicago Theatre Group*

*Doing Business As The Goodman Theater.*

This Agreement ("Agreement"), dated as of \_\_\_\_\_, 1990 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Chicago Theatre



Group, an Illinois not-for-profit corporation, doing business as The Goodman Theater, having its principal office at 200 South Columbus Drive, Chicago, Illinois 60603 ("Developer").

*Recitals:*

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of 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. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), pertaining to the Redevelopment Area, were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and as revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised and approved by the Chicago Plan Commission on October 14, 1982, and with additional revisions, were further approved by the City Council on October 27, 1982 and as further revised by the Commission on September 1, 1987, as so further revised and approved by the Chicago Plan Commission on September 2, 1987, and were further approved by the City Council on September 23, 1987, and as further revised by the Commission on \_\_\_\_\_, as so further revised and approved by the Chicago Plan Commission on \_\_\_\_\_, and were finally approved by the City Council on \_\_\_\_\_. The T.I.F. Plan and Project ("T.I.F. Plan") pertaining to the Redevelopment Area, was approved by the City Council pursuant to an ordinance duly adopted on \_\_\_\_\_, 1984. The Plan, the Guidelines and the T.I.F. Plan are collectively referred to herein as the "Redevelopment Documents".

D. The Redevelopment Documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

E. The City owns a certain parcel of real estate located within the Redevelopment Area in the block generally bounded by North Clark Street, North Dearborn Street, West

Randolph Street and West Lake Street, legally described on (Sub)Exhibit A attached hereto ("Site").

F. The Site is presently improved with two theaters commonly described as the Harris-Selwyn theatres ("Theaters") and designated as Chicago landmarks pursuant to that certain ordinance ("Theater Landmarks Ordinance") adopted by the City Council of the City on March 31, 1983 and recorded as Document No. 265-5694.

G. The Site was acquired by Linpro (as hereinafter defined) and conveyed to the City pursuant to the terms of the Linpro Agreement (as hereinafter defined) in order to fulfill the Donative Intent of Linpro (as said term is defined in the Linpro Agreement) that the Theaters be devoted to the presentation of live theatrical, cultural and entertainment activities.

H. The City shall convey in fee simple the Site to Developer pursuant to the terms of the Agreement.

I. Developer and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and the Agreement will be of mutual benefit to Developer and the City.

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

*Definitions.*

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Affirmative Action Plan. That certain agreement entered into between the City and Developer on \_\_\_\_\_, 1990, a copy of which is attached hereto as (Sub)Exhibit C.

Agreement to Provide Assistance to Other Theater Groups. That certain agreement to be entered into between the City and Developer on \_\_\_\_\_, 1990, a copy of which is attached hereto as (Sub)Exhibit D.

Block. That certain block located in the City's Loop bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street.

Certificate. The certificate of completion to be issued by the City pursuant to subsection 4.8 below.

Commission. The Commercial District Development Commission of the City of Chicago.

Commissioner. The Commissioner of the Department of Planning of the City of Chicago.

Completion. The substantial completion of the Project. The Project shall be considered substantially complete when: (i) improvements and all common or public areas of the Project are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for use and occupancy for the purpose intended and, (ii) all public amenities described in (Sub)Exhibit F below (or commitments therefor in form and content satisfactory to the Commissioner have been delivered) are substantially finished and ready for use and occupancy for the purpose intended.

Donative Intent. The intent of Linpro in conveying the Site to the City on January 20, 1989 was and continues to be to allow for the utilization of the Theaters to a not-for-profit theatrical organization, to the extent such organizational form continues to be viable, for the express purpose of substantially devoting the Theaters to the presentation of theatrical, cultural and entertainment activities.

D.O.P. City of Chicago Department of Planning.

First Source Hiring Agreement: That certain agreement entered into between the City and Developer executed on \_\_\_\_\_, 1990, a copy of which is attached hereto as (Sub)Exhibit E.

General Contractor. That contractor meeting the prior approval of the City hired by Developer as general contractor to undertake the completion of the Project.

Inspector. The independent inspector employed by the Escrowee and selected by the City and Developer pursuant to subsection 4.5(c)(7) below.

Landmarks Commission. The Commission on Chicago Landmarks of the City.

Linpro. Linpro Chicago Land Limited Partnership, an Illinois limited partnership.

Linpro Agreement. That certain redevelopment agreement known as "Block 35, North Loop Redevelopment Agreement" entered into between the City and Linpro Chicago Land Limited Partnership dated November 1, 1988, and recorded on November 15, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88527338, and any amendments thereto.

M.K.D.G. Agreement. That certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement, Miller-Klutznick-Davis-Gray Company", executed by the City and Miller-Klutznick-Davis-Gray Company, on April 10, 1989, and recorded on \_\_\_\_\_, 1990 with the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 89175465.

Project. The renovation of the Theaters and the construction of other improvements by Developer at the Site as described in the Agreement pursuant to the drawings, plans and specifications approved by the City in accordance with subsection 4.3 below.

Redevelopment Documents. The Redevelopment Plan, the T.I.F. Plan and the Guidelines. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Site for the purposes contemplated by the Agreement; (ii) substantially alter the schedule for construction of the Project; or (iii) impose additional substantial financial burdens on Developer.

Site. That real property described in (Sub)Exhibit A attached hereto.

Subsequent Developer. That certain entity which shall acquire the Site from the City in the event of a breach by Developer as more specifically described in subsections 5.3(d) and 5.3(e) below.

### *Section I.*

#### *Incorporation Of Recitals And Definitions.*

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

### *Section II.*

#### *Representations And Warranties.*

##### 2.1 Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) Developer is a duly organized and existing Illinois not-for-profit corporation in good standing under the laws of the State of Illinois.
- (b) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer or any party affiliated with Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement and the Redevelopment Documents; or (ii) materially affect the operation or financial condition of Developer.

- (c) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.
- (d) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.
- (e) To the best of its knowledge, the use of the Site by Developer shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.
- (f) Except as otherwise provided in the Agreement, and specifically as described in subsection 4.5(b), Developer shall not, without the prior written consent of the D.O.P., which the D.O.P. may withhold in its sole discretion: (i) grant, suffer or permit any lien, claim or encumbrance upon the Site or any portion thereof; (ii) permit or suffer any levy, attachment, claim or restraint to be made affecting the Site or any portion thereof; or (iii) enter into any transaction not in the ordinary course of business of Developer, which materially or adversely affects Developer's ability to pay its debts as such may then exist or mature.
- (g) Developer shall not discriminate based upon race, color, religion, sex, national origin or ancestry, age, handicap or sexual orientation in the use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof, and shall utilize the Project solely for those uses permitted by the terms of the Agreement, the Redevelopment Documents, or both.
- (h) Developer has agreed to comply with the terms of: (1) the Affirmative Action Plan; (2) the First Source Hiring Agreement; and (3) the Agreement to Provide Assistance to Other Theater Groups and the Chicago Board of Education.
- (i) Developer shall renovate the Theaters to preserve their historic and architecturally significant features in accordance with their status as a designated City landmark and in accordance with the Design Plans (as defined below) approved by the Landmarks Commission.
- (j) Developer agrees that the Theaters shall be devoted to the presentation of theatrical, cultural and entertainment activities.

- (k) Developer shall operate the Theaters in accordance with the standards of a first class live theatrical organization and shall possess full artistic freedom in the presentation of theatrical and cultural activities at the Theaters.

## 2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder, the City hereby represents and warrants to Developer as follows:

- (a) The City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver the Agreement and perform the terms and obligations contained herein.
- (b) As of the date hereof, the City has good and merchantable fee title to the Site and the improvements located thereon, subject to those permitted exceptions described in (Sub)Exhibit G attached hereto.

## 2.3 Survival Of Representations And Warranties.

Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement are true as of the execution date of the Agreement and will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

## *Section III.*

### *Conveyance Of The Site.*

#### 3.1 Form Of Deed.

The City shall convey to Developer fee simple title to the Site by quitclaim deed substantially in the form attached hereto as (Sub)Exhibit B ("Deed"). The conveyance and title shall, in addition to the provisions of the Agreement, be subject to:

1. Covenants and restrictions set forth in the Deed, including, but not limited to, Developer's representations described in paragraphs (g)-(k) of subsection 2.1 above and the provisions described in subsections 4.11, 5.3(d) and 5.3(e) below.

2. The Redevelopment Documents affecting the Site.
3. The permitted exceptions in an A.L.T.A. insurance policy described on (Sub)Exhibit G attached hereto.
4. Taxes for the current year.
5. Easements of record and not shown of record.
6. Such defects which cannot reasonably be cured but will not affect the use, marketability and insurability of the Site.
7. Title objections caused by Developer.

In addition, the Site shall be conveyed to Developer with no warranty, express or implied, by the City as to the condition of the soil, its geology, or the presence of known or unknown faults. It shall be the sole responsibility of Developer, at its sole expense, to investigate and determine the soil and environmental condition existing in the Site. If the soil conditions are not in all respects entirely suitable for the use or uses to which the Site shall be utilized, then it shall be the sole responsibility and obligation of Developer to take such action as may be necessary to place the soil and environmental condition of the Site in a condition entirely suitable for the intended Project. Purchaser additionally agrees to indemnify and hold harmless the City from any claim relating to the soil and the environmental conditions of the Site.

### 3.2 Conveyance Of The Site.

Subject to all the terms, covenants and conditions of the Agreement, the City shall convey to Developer the Deed to the Site upon the occurrence of all of the following:

- (a) approval by the D.O.P., Landmarks Commission and Linpro of Developer's Schematics and Design Plans (as defined in subsection 4.3 below); and
- (b) approval by the D.O.P. of Developer's Budget as defined in subsection 4.5(a) below and the deposit of Developer's Financial Contribution in the Escrow as described in subsection 4.5 below; and
- (c) the obtaining by Developer of insurance policies insuring the Theaters as more fully described in subsection 4.10 below; and
- (d) the approval by the D.O.P. and Linpro of a public information program regarding the contribution of both the City and Linpro to establishment of the theater program at the Theaters.

If the conditions described in this subsection 3.2 are not achieved by Developer within eighteen (18) months of the execution date of the Agreement, then the Agreement, at the option of the City, shall become null and void and the City shall be under no further obligation to Developer.

### 3.3 Closing Documents.

At the closing for the Site, the parties shall deliver to each other the following:

- (i) Developer's documents:
  - (a) A certificate of good standing as an Illinois not-for-profit corporation and a certificate of incumbency for Developer.
  - (b) A corporate resolution from the Developer authorizing the acceptance of the conveyance.
  - (c) An A.L.T.A. statement.
  
- (ii) City's documents:
  - (a) The Deed.
  - (b) A certified copy of the ordinance adopted by the City Council of the City authorizing the City to enter into and perform the Agreement and to execute the Agreement and all other documents necessary to carry out the transactions provided for in the Agreement.
  - (c) An A.L.T.A. statement.
  - (d) Evidence from the Water Department of the City disclosing that all water bills are paid or have been waived.

### 3.4 Title Insurance.

Upon the conveyance of the Site by the City to Developer, the City, at Developer's sole expense, shall provide to Developer, a policy of title insurance from the Chicago Title Insurance Trust Company or other title company mutually agreeable to the parties ("Title Company"), consisting of an Owner's Policy A.L.T.A. form B (1987), dated as of the date of conveyance of the Site to Developer, insuring the title of Developer with regard to the Site,



subject only to the reservations and exceptions provided in this Section III. Developer, at Developer's sole expense, may obtain such endorsements as it may require. The City agrees to use reasonable efforts to assist Developer in the obtaining of said endorsements.

### 3.5 Real Estate Taxes.

The City shall take all appropriate steps to secure the waiver of general real estate taxes to the date of delivery of the Deed. Developer shall be responsible for real estate taxes accruing after the conveyance of said Deed.

### 3.6 Recordation Of Deed.

Developer shall promptly file the Deed for recordation with the Office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office"). Developer shall pay all such recording costs.

### 3.7 Joinder Agreement.

Concurrent with the acquisition of the Site by Developer from the City, Developer shall also acquire from Linpro fee simple title to that certain 1 x 183 strip of land adjacent and to the west of the Theaters ("Strip") as well as all of Linpro's reversionary rights to that certain north-south alley located to the west of and adjacent to the Strip ("Alley"). Upon the acquisition of the Strip and Linpro's reversionary rights to the Alley, Developer shall take all appropriate steps to seek passage of an ordinance by the City Council of the City vacating the Alley.

Upon the vacation of the Alley by the City, Developer shall record one copy of the vacation ordinance with the Recorder's Office. Thereafter, Developer shall enter into a joinder agreement ("Joinder Agreement") with the City whereby Developer shall agree to develop the Alley and the Strip in conjunction with the Site and consistent with the purposes of the Agreement. Upon the execution of the Joinder Agreement by the parties, the Alley and the Strip shall be considered part of the "Site" as such term is defined in the Agreement. Developer shall promptly record one original Joinder Agreement with the Recorder's Office.

*Section IV.**Renovation Of The Theaters And The Construction  
Of Other Project Improvements.*

## 4.1 Generally.

Developer agrees that the Project shall be devoted to: (1) the renovation or rehabilitation of the Theaters to preserve their historic and architecturally significant features in accordance with their status as a designated City landmark and in accordance with the Design Plans approved by the Landmarks Commission, and (2) the construction of improvements affecting the north half of Couch Place as more fully described in subsection 4.9(a) below. The Project shall be constructed in accordance with the Schematics and Design Plans (as defined in subsection 4.3 below) submitted by Developer pursuant to the procedures described in subsection 4.3 below. Developer further agrees that the Theaters shall be substantially devoted to the presentation of live theatrical, cultural and entertainment activities.

## 4.2 Right Of Entry.

Within seven (7) days of the execution date of the Agreement, the City shall grant to Developer a right of entry to the Site for the purpose of allowing Developer's architects and engineers to inspect the Site and to investigate the soil and the environmental condition existing in the Site. From such inspections, Developer shall prepare its Schematics and Design Plans (as defined in subsection 4.3 below) as well as the written budget described in subsection 4.5(a) below.

## 4.3 Submission Of Renovation And Construction Documents.

Within nine (9) months from the execution date of the Agreement, Developer shall deliver to the City schematic drawings ("Schematics") for review and approval by the Landmarks Commission, Linpro and the D.O.P. describing the proposed renovation and rehabilitation of the Theaters and the completion of other Project improvements to be constructed at the Site. Developer shall notify the Landmarks Commission and the D.O.P. at least thirty (30) days prior to the submission of the Schematics to the Landmarks Commission and the D.O.P. Upon receipt of written notice from the Landmarks Commission describing its approval of the Schematics, the D.O.P. shall have sixty (60) days in which to approve or reject the Schematics. If the D.O.P. rejects the Schematics, Developer shall have ninety (90) days in order to prepare plans consistent with the requirements of the D.O.P. and resubmit them to the D.O.P. for approval.

Within ninety (90) days of the date from which the D.O.P. approves the Schematics, Developer shall submit to the Landmarks Commission and the D.O.P. its final design development drawings and specifications ("Design Plans") consistent with the Schematics. The Design Plans shall conform to the terms of the Agreement, the Redevelopment Documents as amended from time to time, and all applicable state and local laws, ordinances and regulations.

Developer shall notify the Landmarks Commission and the D.O.P. at least thirty (30) days prior to the submission of the Design Plans to the Commission and the Department. Upon receipt of written notice from the Landmarks Commission describing its approval of the Design Plans, the D.O.P. shall have sixty (60) days in which to approve or reject the Design Plans. If the D.O.P. rejects the Design Plans, Developer shall have ninety (90) days in order to prepare plans consistent with the requirements of the D.O.P. and resubmit them to the D.O.P. for approval.

Any material amendment to the Design Plans must be submitted to the Landmarks Commission and the D.O.P. for their approval, which approval shall not be unreasonably withheld or delayed.

#### 4.4 Limited Applicability Of D.O.P.'s Approval.

Any approvals of the Schematics and the Design Plans made by the D.O.P. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the D.O.P. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project. Developer agrees to notify the D.O.P. within five (5) days of the issuance of the building permit by the City's Department of Inspectional Services.

#### 4.5 Financing The Project.

(a) Budget and Financial Contribution. Within nine (9) months of the execution date of the Agreement, or within three (3) months after the D.O.P. approves the Design Plans, whichever is later, Developer shall deliver to the D.O.P. for its approval a written budget ("Budget") setting forth the projected and anticipated development costs with regard to the rehabilitation of the Theaters and the construction of other Project improvements as described in subsection 4.9(a) below based upon architectural and engineering studies undertaken by Developer with regard to the Theaters and the Site. The Budget shall also contain a description disclosing in sufficient detail the sources of funds that Developer shall contribute to pay such costs ("Developer's Financial Contribution"). Developer shall primarily rely on fundraising efforts from public and private sources in order to make its Financial Contribution.

Concurrent with the execution of the Agreement by the parties, the City shall accumulate funds with regard to: (1) the renovation and rehabilitation of the Theaters, and (2) the construction of other Project improvements as described in subsection 4.9(a) below.

Within seven (7) days of the execution of the Agreement, the City shall deposit the sum on One Million and no/100 Dollars (\$1,000,000) in an escrow held by an institutional escrowee described in subsection 4.5(c) below to be used toward the renovation or reconstruction of the Theaters. Prior to the commencement of the renovation or reconstruction of the Theaters, the City shall deposit with the escrowee the additional sum of Two Million and no/100 Dollars (\$2,000,000) and furthermore match, on a dollar-per-dollar basis up to Three Million and no/100 Dollars (\$3,000,000), any sums raised by Developer with regard to said renovation or reconstruction in excess of Three Million and no/100 Dollars (\$3,000,000); provided, however, the City's contribution for the renovation or reconstruction of the Theaters shall in no event exceed Six Million and no/100 Dollars (\$6,000,000) ("City's Financial Contribution") in the aggregate. The City's Financial Contribution shall be deposited in the escrow described in this paragraph. If the hard costs described in the Budget exceed Twelve Million and no/100 Dollars (\$12,000,000), Developer shall be solely responsible for the raising of additional sums in order to meet the projected Project costs.

If the parties determine that Developer's fundraising efforts have proven insufficient with regard to fulfilling Developer's Financial Contribution toward completion of the Project, Developer shall be permitted to obtain a mortgage loan ("First Mortgage") from a reputable financial institution or other lender which is in good standing with the State of Illinois, and satisfactory to the City in its sole discretion. Developer shall deliver to the City evidence of a commitment for adequate financing ("Commitment"), specifying the amount of the loan, length of the term and the applicable interest rate. The terms of the Commitment shall be subject to the approval of the City. Notwithstanding the provisions contained in this paragraph or in the Agreement, Developer shall be permitted to obtain a First Mortgage in an amount not to exceed total Project costs minus the City's Financial Contribution and the Developer's Financial Contribution.

(b) Mortgage. Concurrent with the deposit of the City's Financial Contribution in the Escrow, Developer shall execute and deliver to the City that certain mortgage ("Mortgage") and mortgage note ("Mortgage Note") in substantial conformity with Exhibits H and I, respectively, attached hereto. The Mortgage Note shall be dated as of the date of its delivery to the City. In accordance with the terms of the Mortgage Note, Developer shall be obligated to repay to the City the sum of the City's Financial Contribution plus interest at the statutory judgment rate to be calculated commencing with the date of the Mortgage Note solely in the event Developer fails to obtain from the City the Certificate with regard to the completion of the Project.

Developer agrees that the Mortgage shall be a direct lien and security interest upon the Site. Developer shall not create or suffer any lien prior to or in parity with the lien of the Mortgage other than the lien created by the First Mortgage described in subsection 4.5(a) above.

(c) **Construction Escrow.** The Developer's Financial Contribution and the City's Financial Contribution shall be deposited in an escrow account ("Escrow") held by an institutional escrowee ("Escrowee") mutually acceptable to the parties. The respective rights, liabilities and duties of the Escrowee, as well as the purposes for which disbursements may be made from the Escrow and the terms and conditions upon which the same can be made, are contained in the Agreement. The parties agree that if any conflict exists between the terms of the Agreement and any escrow instructions or other documents affecting the Escrow, the terms and provisions of the Escrow shall govern.

1. **Permitted Disbursements.** At the request of and on behalf of Developer, the Escrowee, pursuant to the terms of the Agreement, shall through disbursements from the Escrow (on a pro rata basis utilizing Developer's Financial Contribution and the City's Financial Contribution) pay directly to the contractor or vendor of Developer or any payee designated by Developer (except to the Developer itself or any affiliate or other entity or individual related directly or indirectly to Developer) for the following eligible costs:

- (a) architectural and engineering services; and
- (b) expenses of rehabilitating or renovating the Theaters, excluding attorneys' fees; and
- (c) any other bona fide development costs or services, excluding attorneys' fees.

2. **Conditions Precedent to Disbursement.** Prior to the initial disbursement of funds from the Escrow by the Escrowee, Developer shall deliver to the Escrowee and the Inspector the following documents:

- (a) the Design Plans approved by the City, Linpro and the Landmarks Commission pursuant to subsection 4.3 above;
- (b) Developer's written budget as described in subsection 4.5(a) above;
- (c) a mortgage title commitment or policy showing: (i) the Mortgage as constituting a lien on the Site, and (ii) those permitted exceptions as approved by the City;
- (d) a final plat of survey certified by a licensed engineer showing all easements, encroachments and containing a legal description of the Site;
- (e) a building permit issued by the City;
- (f) satisfactory proof that policies of insurance as referred to in subsection 4.10 below have been obtained by Developer and are in full force;
- (g) contracts covering completion of the Project, as approved by the City;

- (h) labor, material and performance bonds affecting any contractor issued by a company acceptable to the City in its sole discretion;
- (i) Internal Revenue Service taxpayer identification numbers for Developer; and
- (j) such other documents required of Developer by the City or the Escrowee.

3. Disbursements. Disbursements from the Escrow covering the Project costs described in paragraph (1) of this subsection 4.5(c) shall be made by the Escrowee, upon receipt of the prior approval of the Inspector, in the following manner:

(a) Method. Subject to the provisions of the Agreement, the Escrowee shall disburse directly to a contractor, subcontractor, vendor and any other persons as have actually supplied labor, materials or services in connection with the renovation or rehabilitation of the Theaters.

(b) Holdback Provision. The Escrowee may hold back on each request for advance for payment covering the costs described in paragraph (1) above of this subsection 4.5(c) an amount equal to ten percent (10%) of the requested sum until fifty percent of the Project is completed, and thereafter five percent (5%) of the requested sum until the City issues its Certificate with regard to completion of the Project.

(c) Final Disbursement. Subject to the provisions of the Agreement, and as long as Developer is not in default in the due, prompt and complete performance or observance of any of its covenants or obligations contained in the Agreement, the Mortgage Note and the Mortgage, the final disbursement of the Escrow constituting the holdback portion referred to above shall be made by the Escrowee when Developer has completed the Project to the satisfaction of the Inspector (as evidenced by written notice thereof from the Inspector to the Escrowee) and received the Certificate from the City, and provided that Developer has submitted to the Escrowee and the Inspector affirmative proof that no materialmen's liens or claims or liens exist affecting the Site due to any rehabilitation of the Theaters or construction of Project improvements. Any sums thereafter remaining in the Escrow shall be disbursed pursuant to applicable provisions of the Agreement.

(d) Request for Advances. Concurrently with the request for any disbursement from the Escrow, Developer shall furnish to the Escrowee and the Inspector, separately with respect to each disbursement request, a Request for Advance upon the form attached hereto as (Sub)Exhibit J duly signed with all blanks appropriately filled in setting forth such details concerning the costs contained therein as the Escrowee and the Inspector shall require, including: (a) a detailed breakdown of percentages and costs of various phases of the rehabilitation of the Theaters showing the amounts expended to date for such rehabilitation and the amounts then due and unpaid, an itemized estimate of the amount necessary to complete the rehabilitation of the Theaters in its entirety and also containing certification by Developer and its architect that the rehabilitation of the

Theaters to date of such certificate complies with the Design Plans; (b) if requested by the Escrowee, the Inspector, or both, a list of the names and addresses of all material dealers, laborers and subcontractors with whom agreements have been made by Developer and the General Contractor; (c) if requested by the Escrowee, the Inspector, or both, receipted invoices, and/or releases or waivers of lien on forms approved by the Escrowee and the Inspector (substantially in the form of (Sub)Exhibit K attached hereto) from each material dealer, contractor and subcontractor who has done work or has furnished materials for the Project, including but without limitation, those covered by each such Request for Advance; and (d) a Project Cost Analysis substantially in the form attached hereto as (Sub)Exhibit L. If work on the Site has begun prior to the initial disbursement, then Developer shall provide the Escrowee and the Inspector with all such items as aforesaid, and/or acknowledgement of receipt of payment for work or materials previously provided, and any additional items as the Escrowee and the Inspector may require prior to such initial disbursement.

4. Compliance with Conditions Precedent. Each request for disbursement from the Escrow submitted by Developer shall be subject to compliance to the satisfaction of the Escrowee and the Inspector, in both form and substance, with the applicable conditions precedent for disbursements as set forth in the Agreement.

5. Non-Requisitioned Disbursements or Holdbacks. In the event that, in the sole judgment of the Inspector reasonably exercised, Developer is not timely submitting requisition for payment of items permitted to be paid under the Agreement, the Escrowee shall provide Developer with written notice thereof, which written notice shall specify with particularity the items or categories of items for which the payment is due. Should Developer thereafter fail to submit to the Escrowee and the Inspector either a written requisition for payment of any such items in the form herein prescribed or an explanation in writing completely acceptable to the Inspector and the Escrowee explaining in sufficient detail why payment of such items has not been requested, within five (5) business days of Developer's receipt of notice from the Escrowee, then the Escrowee, upon written notice from the Inspector, shall be authorized (but not obligated) to make payment of all such items from the Escrow, notwithstanding Developer's failure or refusal to request same; provided, however, that should the Escrowee and the Inspector consent to Developer's nonpayment of any such item pursuant to Developer's written explanation submitted in accordance with this paragraph, and should the claimant for any such item file a mechanic's or other lien on the Project by reason of such nonpayment, then promptly upon demand by the Escrowee, the Inspector, or both, the Developer shall post such bond or otherwise effect the removal of any such lien from the Project in a manner satisfactory to the Escrowee, the Inspector and the Title Company; Developer's failure to remove any such lien in accordance with the Agreement shall constitute a default under the Agreement.

6. Time for Payment of Requisitions. Upon receipt of a Request for Advance by the Escrowee, the Escrowee shall have ten (10) business days in order to effect such advance.

7. Inspection. During the renovation or rehabilitation of the Theaters, the Escrowee shall employ, for the benefit of the Escrowee, the City and Developer but at the sole expense of Developer, an inspector or architect ("Inspector") selected by the City and Developer (other than the architect who prepared the Schematics, the Design Plans, or

both) to review for the parties all renovation and rehabilitation activities undertaken with regard to the Theaters, which Inspector shall certify or otherwise indicate to the Escrowee on the form attached hereto as (Sub)Exhibit M that the renovation or rehabilitation of the Theaters to the date of each Request for Advance and certificate of Developer is as set forth in said Request for Advance and certificate, and that such rehabilitation complies with the Design Plans, such indication from the Inspector to be a condition precedent to the approval by the Escrowee of any submitted Request for Advance of Developer. The Inspector's approval, if initially verbal, shall be followed by a written confirmation of approval of the draw request; provided, however, that the Inspector's written approval shall not be a condition precedent for disbursement if waived by the Escrowee. The Escrowee, at its option, may pay all reasonable fees for inspections submitted for payment by the Inspector from Developer's Financial Contribution without the consent or signature of Developer.

8. Disbursements; Deficiencies. The Escrowee shall pay any and all such disbursements directly to the General Contractor or such person as have actually supplied labor, materials, property or services in connection with or incidental to the renovation or rehabilitation of the Theaters. In no event shall the Escrowee be required to disburse any amount which, in the Inspector's opinion, shall reduce the undisbursed amount of the Escrow below the amount necessary to pay for the balance of the work, labor and materials necessary to fully complete the Project. If at any time it shall appear to the Inspector that the undisbursed portion of the Escrow (taking in account the holdbacks) is insufficient to pay remaining renovation or rehabilitation costs as aforesaid plus a reasonable contingency reserve, then in such event, Developer shall forthwith, upon ten (10) days written notice, deposit with the Escrowee the amount that the Inspector, in its sole opinion, deems to be such deficit. It is expressly understood and agreed that, absent an express waiver by the Inspector, no construction disbursement shall be made by the Escrowee. In the event that at any time the Escrowee demands that Developer remedy any such deficiency and Developer shall fail to do so as aforesaid, then the Escrowee shall have no further obligation to make further disbursement until said deficiency is remedied. In the event the Escrowee and the Inspector shall require and Developer shall provide any sums to remedy deficiencies as aforesaid, the Escrowee shall hold said sums in a separate account established for such purpose, and such funds shall not be commingled with the proceeds of the Escrow or, at the sole option of the Escrowee, the Escrowee may apply all or any portion of such deposit to payment of the submitted Request for Advance. Developer's failure to remedy any deficit as aforesaid shall constitute a default on the terms of the Agreement.

9. Investment of Escrow Funds. Any funds deposited by the City in the Escrow shall be invested or reinvested to the extent permitted by law by the Escrowee at the written request of the City. Any interest received upon said investment of escrow funds shall be paid to the City.

(d) Contractor's and Subcontractor's Contracts; Performance Bonds. On or before one (1) month prior to the commencement of the rehabilitation of the Theaters, Developer shall deliver to the City any and all executed contracts between Developer and the General Contractor and prime contractors or other evidence of such contracts reasonably satisfactory to the Commissioner. In addition, the General Contractor shall be required to deliver to the City a performance bond designating the City as beneficiary in an amount no less than the amount of construction costs as reflected in the construction contract between Developer and the General Contractor, insuring the renovation and rehabilitation in



accordance with the Design Plans and consistent with the provisions of the Agreement. Said performance bond shall be issued by a reputable company satisfactory to the D.O.P. in its sole discretion.

#### 4.6 Relocation Of Utilities.

In the event Developer requests the relocation, repair or replacement of any existing City utility lines in and under the Site, the public streets or private property adjacent to the Site, Developer agrees to cause such utilities to be relocated at Developer's sole expense. The D.O.P. shall use its best efforts to assist Developer in obtaining the cooperation of any City agency with regard to the relocation, repair or replacement of existing utility lines. Under no circumstances shall the City be financially responsible for the relocation, repair or replacement of any utility lines as a result of the Agreement.

#### 4.7 Commencement And Completion Of The Project.

Developer shall commence the rehabilitation of the Theaters and the construction of other Project improvements upon the conveyance of the Site by the City to Developer. Except as otherwise provided in the Agreement, Developer shall complete the Project within thirty (30) months after the issuance of a building permit by the City. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the time period specified in this subsection 4.7.

#### 4.8 Certificate Of Completion.

As the Project is completed in accordance with the approved Design Plans, the Agreement and the Redevelopment Documents, the City, upon written request by Developer, shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to complete the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Site and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the Project in conformity with the Redevelopment Documents, the Agreement and the Design Plans, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the

City's requirements, Developer shall resubmit a written request for a Certificate from the City.

#### 4.9 Developer's Contribution.

(a) Couch Place Improvements. Developer shall incorporate in its Schematics and Design Plans a description of the type of improvements Developer plans to construct on the north half of Couch Place. Said improvements shall be approved by the Commissioner, Linpro and M.K.D.G. and be consistent with the requirements and objectives for the development of Couch Place as more fully described in Section 3.10 of the Linpro Agreement, as amended, and Sections \_\_\_\_\_ of the M.K.D.G. Agreement, which are both incorporated herein by this reference.

Notwithstanding anything contained in the Agreement to the contrary, in the event that Developer, the City, Linpro and M.K.D.G. do not agree on the design and costs related to the Couch Place improvements anticipated in this Section 4.9, then in such event, Developer's liability for the costs to be so incurred for the finishes to be installed on the southern exterior of the Theaters and adjacent sidewalks and alley, penetrations, drainage, and electrical fixtures, including lighting, shall not exceed the sum of Seventy-five Thousand and no/100 Dollars (\$75,000.00).

(b) Agreement to Provide Assistance to Other Theater Groups. Developer has entered into an agreement with the City dated \_\_\_\_\_, 1990, a copy of which is attached hereto as (Sub)Exhibit D, whereby Developer shall commit to six hundred (600) hours of technical assistance to be offered to neighborhood theater groups and the Chicago Board of Education. Said technical assistance hours must be contributed by Developer within five (5) years of the execution date of the Agreement.

#### 4.10 Insurance.

(a) Theaters. Within ten (10) days prior to the date of delivery of the Deed by the City to Developer, Developer shall obtain and deliver to the City at Developer's sole expense, a policy or policies of comprehensive liability and fire insurance in an amount not less than its full insurable value, insuring the Theaters against any damage or destruction by reason of fire, hazard, catastrophe, vandalism or malicious mischief. The City shall be named as an additional insured. Said policy shall be issued in such form, in such amount and by such companies as have been approved by the D.O.P. in its sole discretion. Each such policy shall contain an affirmative statement by the insurer to deliver written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy. As said insurance coverage is increased in accordance with the increase in value of the Theaters during their rehabilitation, Developer shall provide the City with a copy of any and all "down date" insurance policies. Said insurance shall remain in effect until the City issues its Certificate with regard to completion of the Project.

In the event of any damage or destruction to the Theaters caused by fire or other hazard, the insurance proceeds shall be utilized toward the renovation and rehabilitation of the Theaters; provided, however, that if the Theaters are destroyed beyond repair, the Deed to the Site shall be conveyed by Developer to Linpro pursuant to the terms of the Linpro Agreement. If the Theaters are destroyed beyond repair prior to the issuance by the City of the Certificate, Developer, the City, Linpro and M.K.D.G. shall divide the insurance proceeds on the basis of their respective financial contributions in relation to the total Project costs; provided, however, that Linpro shall not be entitled to any distribution of insurance proceeds unless Linpro makes a financial contribution (other than the donation of the Site) toward completion of the Project. If the Theaters are destroyed beyond repair subsequent to the issuance by the City of the Certificate, then the insurance proceeds shall be distributed in the following order: (1) Developer shall be entitled to a reimbursement of all of its reasonable Project costs (as allowed in Section 4.5(c)(1) above and as certified by the Escrowee and the Inspector pursuant to the Escrow described in subsection 4.5(c) above, (2) the City shall be reimbursed for its Financial Contribution, (3) Linpro and M.K.D.G. shall be reimbursed based on their respective contributions with regard to the renovation of the Theaters, and (4) any remaining sums not utilized in (1)-(3) above in this paragraph shall be distributed to the City, Developer, Linpro and M.K.D.G. on a pro rata basis determined by each parties' respective contribution expended on the renovation of the Theaters and the redevelopment of Site.

(b) **Liability Insurance.** Prior to the commencement of the rehabilitation of the Theaters, Developer or the General Contractor shall obtain and deliver to the City at Developer's or the General Contractor's expense, and shall maintain in full force and effect until each and every obligation of Developer contained in the Agreement has been fully paid or performed, a policy or policies of comprehensive liability insurance, and during any period of rehabilitation or construction, contractor's liability insurance and contractor's liability and workmen's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million and no/100 Dollars (\$2,000,000.00) each occurrence and Five Million and no/100 Dollars (\$5,000,000.00) total. Such insurance policies shall be in such form and issued by such companies as have been approved in writing by the City to protect the City and Developer against any liability incidental to the use of or resulting from any accident occurring at or about the Site. Each such policy shall contain an affirmative statement by the insurer to deliver written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy. Said insurance shall remain in effect until the City issues its Certificate with regard to completion of the Project.

#### 4.11 Prohibition Against Unpermitted Encumbrances.

Prior to the completion of the Project as certified by the City, neither Developer nor any successor in interest to the Site shall engage in any financing or other transaction the effect of which creates an encumbrance or lien upon the Site; provided, however, that Developer, after receiving the prior written consent of the City, shall be permitted to obtain financing solely to obtain the First Mortgage as described in subsection 4.5(a) above to the extent necessary for completing the Project.

#### 4.12 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage or its affiliate authorized by the Agreement (including any holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including; (a) any other party who thereafter obtains title to the Site or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself or its affiliate) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this subsection 4.12 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder or its affiliate to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City. After any such default by Developer, the City and each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

Whenever the mortgagee shall deliver a notice or demand to Developer with respect to any breach or default by Developer of its obligations under the Agreement, the mortgagee shall at the same time forward a copy of such notice or demand to the City at the addresses listed in subsection 7.10 below. After any such default by Developer, the City and each mortgagee shall have the right to remedy such default.

### *Section V.*

#### *Performance.*

##### 5.1 Time Of The Essence.

Time is of the essence of the Agreement.

##### 5.2 Permitted Delays.

Neither the City, Developer, or any successor in interest to Developer, shall be considered in breach of its obligations with respect to the commencement and completion of the Project in the event of delay in the performance of such obligations due to unforeseeable

causes beyond such party's control and without such party's fault or negligence, including but not limited to, any delays or halts in renovation of the Theaters or construction of other Project improvements, which are compelled by court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such delay.

### 5.3 Breach.

(a) Generally. Except as otherwise provided in the Agreement, in the event of default by any party or its successor in interest in the performance of its obligations under the Agreement, such party or successor, upon written notice from the other, shall proceed to immediately cure or remedy such default but, in any event, not later than sixty (60) days after receipt of such notice. In the event such action is not diligently pursued or the default not cured within a reasonable time, the aggrieved party may institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy such default, including but not limited to, proceedings to compel specific performance by the party in default of its obligations.

(b) Event of Default. For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

- (1) If, at any time, any warranty, representation or statement made or furnished by Developer (including the representations and warranties of Developer described in subsection 2.1 above) is not true and correct in any material respect; or
- (2) If any petition is filed by or against Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within thirty (30) days after filing); or
- (3) Failure of Developer to develop Design Plans consistent with the procedures outlined in subsection 4.3 above with regard to the construction of the Project at the Site; or
- (4) If Developer defaults in fulfilling its obligations with respect to the completion of the Project (including the nature of and the dates of the beginning and completion thereof) or abandons or substantially suspends renovation or construction work; and such default, violation, abandonment or suspension shall not be cured, ended or remedied within thirty (30) days of the date Developer receives written demand by the City to cure such default; or

- (5) Failure of Developer, consistent with the Donative Intent, to devote and use the Theaters solely for the presentation of theatrical, cultural and entertainment activities; or
- (6) Failure of Developer to pay real estate taxes or assessments affecting the Site or any part thereof when due, or placing thereon any encumbrance or lien unauthorized by the Agreement, or suffering any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to attach to the Site or any part thereof, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal or discharge within sixty (60) days after written demand by the City to remove such lien or encumbrance; or
- (7) Default by Developer in the payment of any sums required to be paid by Developer pursuant to the Agreement, the First Mortgage Note or the Mortgage Note, at the times specified therein or as a consequence of redemption or acceleration; or
- (8) The occurrence of an event of default within the context of the First Mortgage or the Mortgage; or
- (9) Any assignment, pledge, encumbrance, transfer, hypothecation or other disposition is made in violation of subsection 7.2 below.

(c) Prior to Conveyance. If, from the execution date of the Agreement until the City conveys to Developer the Deed to the Site, Developer or its successor in interest defaults in any specific manner as described in paragraph (b) of this subsection 5.3, and after the delivery of notice of default pursuant to subsection 5.3(a), the City may immediately terminate the Agreement and institute any action or proceeding at law or in equity against Developer.

(d) After Conveyance Until Issuance of Certificate. If, subsequent to the conveyance of the Site to Developer by the City until the City issues its Certificate, Developer or its successor in interest shall default in any specific manner as described in paragraph (b) of this subsection 5.3 then the City, by written notice to Developer, and after reasonable opportunity to cure, may declare the unpaid principal of the Mortgage Note and the interest accrued thereon to be due and payable immediately upon any such declaration. In addition, the City shall have the right to re-enter and take possession of the Site, to terminate the estate conveyed by the Deed to said Site to Developer as well as Developer's right of title and all other rights and interests in and to the Site conveyed by the Deed to Developer, and re-vest title in said Site with the City; provided, however, that such condition subsequent and the re-vesting of title as a result thereof in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage authorized by the Agreement for the protection of the holders of the First Mortgage.

Upon the revesting in the City of title to the Site as provided in this subsection 5.3(d), the City may utilize proceeds from the performance bond described in subsection 4.5(d) above to complete the rehabilitation of the Theaters and the construction of other Project improvements, including, if necessary, the hiring of an alternative contractor to complete the Project. Upon completion of the Project, the City shall employ its best efforts to convey the Site (subject to the mortgage liens described above), in accordance with all applicable federal, state and local laws, ordinances and regulations and consistent with the objectives of the Redevelopment Documents and the Donative Intent. The Site shall be conveyed to a Subsequent Developer who is a qualified and financially responsible party or parties as determined by the City and Linpro and who shall assume the obligation of: (1) completing the Project to the satisfaction of the City and Linpro and in accordance with the uses specified for the Site in the Redevelopment Documents and consistent with the Donative Intent, and (2) paying the unpaid principal of the First Mortgage and the interest accrued thereon due and payable as of the date of the conveyance of the Site by the City. If the City sells the Site to the Subsequent Developer, the proceeds from said sale shall be utilized and distributed in accordance with the provisions described in subsection 5.3(f) below.

(e) After Issuance of Certificate. If Developer seeks to abandon the Site due to its inability to utilize the Site for uses consistent with the Redevelopment Documents and the Donative Intent for whatever reason except bankruptcy, the fee title to the Site shall automatically revert to the City upon receipt by the City of written notice of the intention of Developer to discontinue use of the Site. The fee title to the Site shall also revert to the City upon the receipt of written notice by Developer from the City that Developer has failed to utilize the Site for uses consistent with the Redevelopment Documents and the Donative Intent.

Within thirty (30) days upon the revesting of fee title of the Site with the City, a committee comprised of the City, Linpro, M.K.D.G. and Developer ("Disposition Committee") shall be established with regard to the disposition of the Site from the City to a Subsequent Developer in accordance with the terms of the Agreement. The Disposition Committee shall choose the Subsequent Developer to develop and utilize the Property. In selecting the Subsequent Developer, the Disposition Committee shall consider not only the financial capability of the proposed entity to undertake the renovation of the Theaters but also its demonstrated ability to utilize the Theaters for uses consistent with the Landmarks Ordinance, the Redevelopment Documents and the Donative Intent. If the Disposition Committee is unable to select a Subsequent Developer based on the above criteria within four (4) months subsequent to the date upon which the Disposition Committee initially convenes, then the Disposition Committee shall select a Subsequent Developer which is able to develop the Site for alternative uses acceptable to the Disposition Committee and consistent with applicable law.

Each party of the Disposition Committee shall select one representative. The parties shall receive a weighted vote in accordance with their respective contributions expended on the acquisition of the Site, the renovation of the Theaters and the redevelopment of the Site. The unanimous consent of the parties shall not be required in order to select the Subsequent Developer; excepting, however, that the City and Linpro must be in agreement concerning said selection.

In the event that the Disposition Committee fails to select a Subsequent Developer within eight (8) months from the date upon which the Disposition Committee initially convenes, the parties agree to mediate the impasse. The mediator shall be selected by the Mediation Research and Education Project, Incorporated, (M.R.E.P.), the selection to be subject to the mutual agreement of the parties.

Proceedings before the mediator shall be informal. The mediator shall have the authority to meet separately with any party, but shall not have the authority to compel the selection of the Subsequent Developer. If no agreement is reached as a result of the efforts of the mediator within thirty (30) days after the selection of the mediator, the parties may agree to arbitration of the impasse solely in the event that the City, Linpro, or both, make a written request to the Disposition Committee to arbitrate. The fees and expenses of the mediator shall be divided equally between the parties.

In the event that the parties decide to arbitrate, the arbitrator shall be selected from a list of arbitrators. Each party shall propose a roster of five (5) arbitrators familiar with the City of Chicago and possessing education and experience in real estate commercial law and zoning law. The arbitrator shall be selected by mutual agreement of the parties based on each parties' proposed roster. The arbitrator shall advise the parties of its fees and expenses prior to selection and will be expected to charge such fees and expenses. The fees and expenses of the arbitrator shall be shared equally between the parties.

The arbitrator shall have the right to subpoena witnesses and require the production of pertinent documents at the request of either party. If the parties conclude that an arbitration hearing should be scheduled, the arbitrator may select a hearing date and notify the parties by written notice at least thirty (30) days prior to the hearing date. No arbitration hearing shall be held unless all parties are present, provided no party has intentionally refused to participate in the arbitration hearing. If the parties choose not to have an arbitration hearing, the arbitrator shall make written request for all pertinent documents from the parties. Copies of any documents submitted by any party to the arbitrator shall be simultaneously delivered to the other parties, and any party shall be entitled to a written rebuttal of any written evidence submitted by another party.

The selection of the Subsequent Developer by the arbitrator shall be the sole issue to be decided by the arbitrator. The authority of the arbitrator shall derive solely as a result of the Agreement, and the arbitrator's selection of the Subsequent Developer shall be based upon the evidence provided by the parties and upon consideration of the terms of the Redevelopment Documents and the Donative Intent, whenever possible, and in light of applicable law, including, without limitation, the Landmarks Ordinance and the City's Zoning Ordinance. The selection of the Subsequent Developer by the arbitrator shall be final.

Notwithstanding anything contained herein, the Subsequent Developer (whether selected by the Disposition Committee or the arbitrator) must assume the unpaid principal of the First Mortgage and the interest accrued thereon due and payable as of the date of conveyance of the Site by the City to the Subsequent Developer.

During the time period from which title to the Site reverts with the City until the City



conveys the Site to a Subsequent Developer in accordance with the provisions of this subsection, the City and Linpro may agree to utilize the Site for any appropriate interim uses.

(f) **Distribution of Sale Proceeds.** Upon the selection of the Subsequent Developer pursuant to the provisions contained in subsection 5.3(d) or 5.3(e), and the conveyance of the fee title to the Site from the City to the Subsequent Developer, the proceeds from said conveyance shall be utilized first to reimburse the City for:

- (a) costs and expenses incurred by the City with regard to the reconveyance of the Site from Developer, and the management and subsequent conveyance of the Site to the Subsequent Developer;
- (b) all taxes, assessments, and water and sewer charges with respect to the Site;
- (c) any payments made or necessary to be made (including attorneys' fees) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Developer, its successors or transferees;
- (d) any expenditures made or obligations incurred with respect to construction and maintenance of any Project improvements constructed on the Site; and
- (e) any other amounts owed to the City by Developer, its successors or transferees.

If the Subsequent Developer is selected pursuant to the provisions contained in subsection 5.3(d), any remaining sums shall be distributed to the City, Developer, Linpro and M.K.D.G. on a pro rata basis determined by each parties' respective contribution expended on the acquisition of the Site and, to the extent that they are recognized in Section 4.5(c)(1) as eligible costs, the sums expended toward the renovation of the Theaters and the redevelopment of the Site.

If the Subsequent Developer is selected pursuant to the provisions contained in subsection 5.3(e), then any remaining sums shall be distributed in the following order: (1) Developer shall be entitled to a reimbursement of all of its reasonable Project costs (as certified by the Escrowee and the Inspector pursuant to the Escrow described in subsection 4.5(c) above), (2) the City shall be reimbursed for its Financial Contribution, (3) Linpro and M.K.D.G. shall be reimbursed based on their respective contributions with regard to the acquisition of the Site and the renovation of the Theaters, and (4) any remaining sums not utilized in (1)-(3) above in this paragraph shall be distributed to the City, Developer, Linpro and M.K.D.G. on a pro rata basis determined by each parties' respective contribution expended on the acquisition of the Site, the renovation of the Theaters and the redevelopment of the Site.

#### 5.4 Waiver And Estoppel.

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 operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

#### 5.5 Indemnity.

Developer hereby agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with: (i) the failure of Developer to perform its obligations under the Agreement; (ii) the failure of Developer or any contractor to pay contractors, subcontractors or materialmen in connection with construction of the Project; (iii) a material misrepresentation or omission in the Redevelopment Documents which is the result of information supplied or omitted by Developer or by agents, employees, contractors or persons acting under the control or at the request of Developer; (iv) the failure of Developer to redress any misrepresentations or omissions in the Agreement or any other agreement relating hereto; (v) any activity undertaken by Developer at the Site; and (vi) any claim or cost relating to the soil and environmental condition of the Site.

#### 5.6 Access To The Site.

Any duly authorized representative of the City shall, at all reasonable times, have access to the Site, before and after closing, for the purpose of confirming Developer's compliance with the Agreement, the Redevelopment Documents, or both.

#### 5.7 City's Right To Inspect Record.

Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records relating to the Project, including, without limitation, Developer's loan statements, general contractor's sworn statements, general contracts, subcontracts, purchaser orders, waivers of lien, paid receipts and invoices. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

*Section VI.*

*Developer's Affirmative Action Obligations And First Source Hiring Program.*

6.1 Affirmative Action Plan.

Developer has entered into an agreement with the City dated \_\_\_\_\_, 1990, a copy of which is attached hereto as (Sub)Exhibit C to cause the development and implementation of an affirmative action program affecting the renovation of the Theaters and the construction of other Project improvements and the operation of the Theater and other Project improvements by Developer. Developer and its successors and assigns shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or sexual orientation and shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or sexual orientation and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: 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 additionally agrees to comply with the provisions contained in Executive Order 89-7 dated April 26, 1989.

6.2 First Source Hiring Program.

Developer has entered into an agreement with the City dated \_\_\_\_\_, 1990, a copy of which is attached hereto as (Sub)Exhibit E to cause the development and implementation of a first source hiring program affecting the operation of the Theaters and other Project improvements.

*Section VII.*

*Miscellaneous Provisions.*

7.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written

instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this subsection 7.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or materially changes the Site or character of the Project or any activities undertaken by Developer affecting the Site, the Project, or both, or increases any time agreed for performance by either party by more than ninety (90) days.

#### 7.2 Assignability And Transfer.

Unless permitted by the provisions contained in subsections 5.3(d) and 5.3(e) above, Developer, until the City issues the Certificate with regard to the completion of the Project, shall not assign, transfer or convey any right, title or interest in the Project, the Site, or both, or any of its duties or obligations under the Agreement as they relate to the Project, the Site, or both.

#### 7.3 Conflict Of Interest -- City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate by the City, no member of the Commission, the D.O.P., or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, the Site or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

#### 7.4 Disclosure.

Within thirty (30) days prior to the execution date of the Agreement by the parties, Developer shall deliver to the City evidence reasonably satisfactory to the Commissioner listing its Board of Trustees, officers and directors of Developer and disclosing any real property interests owned or managed by Developer.

#### 7.5 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reason of any misrepresentation.

#### 7.6 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

#### 7.7 Cumulative Remedies.

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

#### 7.8 No Merger With Deed.

The provisions of the Agreement shall not be merged with the Deed.

#### 7.9 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

#### 7.10 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City: Commissioner  
Department of Planning  
Room 1000, City Hall  
Chicago, Illinois 60602

With A Copy To: Corporation Counsel  
City of Chicago  
Room 511, City Hall  
Chicago, Illinois 60602

If To Developer: The Chicago Theatre Group  
c/o Goodman Theatre  
Suite 2300  
200 South Columbus Drive  
Chicago, Illinois 60602

With A Copy To: Irving Markin, President  
I. J. Markin Financial Services,  
Incorporated  
919 North Michigan Avenue  
Chicago, Illinois 60611

Michael Pepper  
The Linpro Company  
55 West Wacker Drive  
Suite 1120  
Chicago, Illinois 60601

Gary Gray  
Miller-Klutznick-Davis-Gray  
Company  
737 North Michigan Avenue  
Chicago, Illinois 60611

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

#### 7.11 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

#### 7.12 Governing Law.

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

#### 7.13 Recordation Of The Agreement.

Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

#### 7.14 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, Linpro, M.K.D.G. the mortgagee or other lien holder, and their successors in interest in the Site and no other person or party may assert against the City or claim the benefit of such approval or certificate.

#### 7.15 Successors And Assigns.

The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assigns.

#### 7.16 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.

#### 7.17 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The parties hereto have executed or caused the Agreement to be executed, all as of the date first written above.

City of Chicago,  
a municipal corporation

The Chicago Theatre Group,  
an Illinois not-for-profit  
corporation

By: \_\_\_\_\_  
Richard M. Daley,  
Mayor.

By: \_\_\_\_\_  
Irving J. Markin,  
Chairman.

[City Seal]

Attest: \_\_\_\_\_  
Secretary.

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

Approved as to form and legality,  
City of Chicago Office of Corporation Counsel

\_\_\_\_\_  
Kelly R. Welsh,  
Corporation Counsel.

Approved, City of Chicago Department of Planning

\_\_\_\_\_  
David R. Mosena,  
Commissioner.



State of Illinois )  
 ) SS.  
County of Cook )

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

State of Illinois )  
 ) SS.  
County of Cook )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Irving J. Markin, personally known to me to be the Chairman of the Chicago Theatre Group, an Illinois not-for-profit corporation, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Chairman, he signed and delivered the said instrument, pursuant to authority given by the Chicago Theatre Group, as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_.

State of Illinois    )  
                              ) SS.  
County of Cook     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the Secretary of the Chicago Theatre Group, an Illinois not for profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as such Secretary, he signed and delivered the said instrument pursuant to authority given by the Chicago Theatre Group, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_.

[(Sub)Exhibit "J" attached to this Redevelopment Agreement  
printed on pages 15488 through 15489  
of this Journal.]

(Sub)Exhibits "A" through "I" and "K" through "M" attached to this Redevelopment Agreement read as follows:

*(Sub)Exhibit "A"*

*To Redevelopment Agreement.*

*Property.*

All that property and space below a horizontal plane having an elevation of 123.89 feet, Chicago City Datum, and lying within the boundaries projected vertically of the following described parcel of land, to wit:

Lot 1 and the East Quarter of Lot 2 in Block 35 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Permanent Index Nos.: 17-09-436-010-0000

17-09-436-011-0000

*(Sub)Exhibit "B"*

*To Redevelopment Agreement.*

*Quitclaim Deed.*

Grantor, the City of Chicago, an Illinois municipal corporation ("Grantor"), for and in consideration of Ten and no/100 Dollars (\$10.00), conveys and quitclaims, pursuant to ordinance adopted \_\_\_\_\_, 1990, to Chicago Theatre Group, an Illinois not-for-profit corporation ("Grantee"), all interest and title of Grantor in the following described real property ("Property"):

All that property and space below a horizontal plane having an elevation of 123.89 feet, Chicago City Datum, and lying within the boundaries projected vertically of the following described parcel of land, to wit:

Lot 1 and the East Quarter of Lot 2 in Block 35 in the Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

Commonly known as: 49 West Lake Street/  
180 -- 190 North Dearborn Street  
Chicago, Illinois

Permanent Index Nos.: 17-09-436-010

17-09-436-011

Further, this quitclaim deed ("Deed") is made and executed upon, and is subject to certain express conditions and covenants hereinafter contained, said conditions and covenants being a part of the consideration for the Property and are to be taken and construed as running with the land, and Grantee hereby binds itself and its successors, assigns, grantees and lessees to these covenants and conditions which covenants and conditions are as follows:

*First.*

Grantee shall devote the Property only to the uses authorized by Grantor and specified in the applicable provisions of: (i) the Redevelopment Plan for Blighted Commercial Area North Loop ("Plan"), approved by the City Council of the City of Chicago pursuant to ordinance adopted March 20, 1979, (ii) the North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), approved by the City Council of the City of Chicago pursuant to ordinance adopted October 27, 1982, including any amendments approved by the City Council affecting the Plan and the Guidelines prior to the date of the Deed, and (iii) that certain agreement known as "Block 35, North Loop Project Redevelopment Agreement, Chicago Theatre Group doing business as The Goodman Theater" ("Agreement") entered into between Grantor and Grantee on

\_\_\_\_\_, 1990 and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_, 1990, as Document No. \_\_\_\_\_. Specifically, in accordance with the terms of the Agreement, Grantee shall renovate and rehabilitate those certain theaters presently improving the Property commonly known as the Harris-Selwyn Theatres ("Theaters") in order to preserve their historic and architecturally significant features in accordance with their status as designated landmarks of the City of Chicago and shall utilize the Theaters for the presentation of theatrical, cultural and entertainment activities.

*Second.*

Grantee shall pay real estate taxes and assessments on the Property or any part thereof when due. Prior to the issuance by Grantor of a Certificate of Completion (as hereinafter defined), Grantee shall not encumber the Property, except to secure financing in an amount not to exceed the total Project costs minus the sum of the City's Financial Contribution and Developer's Financial Contribution (as such terms are defined in the Agreement). Grantee shall not suffer or permit any levy or attachment to be made or any other encumbrance or lien to be attached to the Property until the Grantor issues a Certificate of Completion.

*Third.*

Grantee shall renovate and rehabilitate the Theaters and shall construct certain other improvements as anticipated by the Agreement on the Property (the rehabilitation of the Theaters and the construction of other improvements are collectively referred to as the "Project"). The Project shall be constructed in accordance with those certain design plans and specifications approved by Grantor, the Commission on Chicago Landmarks and the Linpro Company in accordance with the terms of the Agreement. Grantee shall diligently proceed with the construction of the Project to completion, which construction shall commence upon the conveyance of the Deed by the Grantor to Grantee and the issuance of a building permit by Grantor with regard to the construction of the Project, and shall be completed by Grantee within thirty (30) months from the date Grantor issues the building permit.

*Fourth.*

Until Grantor certifies in writing that the Project has been completed in accordance with the Agreement and the Deed, Grantee shall have no right to convey any right, title or interest in the Property without the prior written approval of the Grantor.

*Fifth.*

Grantee agrees for itself and any successor in interest not to discriminate based upon race, religion, color, sex, national origin or ancestry, age, handicap, sexual orientation, military status or source of income in the sale, lease, rental, use or occupancy of the Property or any part thereof or any improvements erected or to be erected thereon or any part thereof. In addition, Grantee shall comply with the terms of that certain Affirmative Action Plan and First Source Hiring Program as described on Exhibits "C" and "E", respectively, of the Agreement.

The covenants and agreements contained in the covenants numbered First and Fifth shall remain without any limitation as to time. The covenants contained in the covenants numbered Second, Third and Fourth shall terminate on the date Grantor issues the Certificate of Completion as herein provided except that the termination of the covenant numbered Second shall in no way be construed to release Grantee from its obligation to pay real estate taxes and assessments on the Property or any part thereof.

In the event that subsequent to the conveyance of the Property or any part thereof and prior to delivery of the Certificate of Completion by Grantor, Grantee defaults in or breaches any of the terms or conditions of the Agreement or in the Deed which have not been cured or remedied within the period and in the manner provided for in the Agreement, Grantor may re-enter and take possession of the Property, terminate the estate conveyed by the Deed to Grantee as well as Grantee's right of title and all other rights and interests in and to the Property conveyed by the Deed to Grantee, and revest title in said Property with the City; provided, however, that said revesting of title in the City shall always be limited by, and shall not defeat, render invalid, or limit in any way, the lien of the First Mortgage (as defined in the Agreement) for the protection of the holders of the First Mortgage. The Property shall thereafter be developed in accordance with the terms of the Plan, the Guidelines and the Agreement, including but not limited to, Sections 5.3(d) and 5.3(f) of the Agreement.

Notwithstanding any of the provisions of the Deed or the Agreement, including but not limited to those which are intended to be covenants running with the land, the holder of the First Mortgage or a holder who obtains title to the Property as a result of foreclosure of the First Mortgage shall not be obligated by the provisions of the Deed or the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed or the Agreement be construed to so obligate such holder. Nothing in this section or any section or provision of the Agreement or the Deed shall be construed to permit any such holder to devote the Property or any part thereof to a use or to construct improvements thereon other than those permitted in the Plan, the Guidelines and the Agreement.

Promptly after the completion of the Project in accordance with the terms of the Agreement, Grantor shall furnish Grantee with the appropriate instrument in accordance with the terms of the Agreement ("Certificate of Completion"). The Certificate of Completion shall be a conclusive determination of satisfaction and termination of the

agreements and covenants contained in the Agreement and in the Deed with respect to the construction of the Project and the dates for beginning and completion thereof.

The Certificate of Completion shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If Grantor shall refuse or fail to provide the Certificate of Completion, Grantor, within thirty (30) days after written request by Grantee, shall provide Grantee with a written statement indicating in adequate detail what acts or measures will be necessary, in the opinion of Grantor, for Grantee to take or perform in order to obtain the Certificate of Completion.

If, subsequent to the issuance of the Certificate, Grantee seeks to abandon the Property due to its inability to use the Property for uses consistent with the Plan, the Guidelines and the Agreement for whatever reason except bankruptcy, the fee title to the Property shall automatically revert to Grantor upon receipt by Grantor of written notice of the intention of Grantee to discontinue use of the Property. The fee title to the Property shall also revert to Grantor upon the receipt of written notice by Grantee from Grantor that Grantee has failed to utilize the Property for uses consistent with the Plan, the Guidelines and the Agreement. In either event, the Property shall be conveyed to the Subsequent Developer (as defined in the Agreement) in accordance with the terms of the Plan, the Guidelines and the Plan, the Guidelines and the Agreement, including but not limited to, Sections 5.3(e) and 5.3(f) of the Agreement.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and behalf and its seal to be hereto duly affixed and attested, by the Mayor and by the City Clerk, on or as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

City of Chicago, a municipal corporation

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

Attest:

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

State of Illinois    )  
                               ) SS.  
 County of Cook     )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter S. Kozubowski, personally known to me to be the City Clerk of the City of Chicago, a municipal corporation, and personally known to me to be same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me acknowledged that as Clerk, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

\_\_\_\_\_  
 Notary Public

(Seal)

My commission expires: \_\_\_\_\_.

This instrument was prepared by:

After recording, please forward to:

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



*Exhibit "C".*

*Affirmative Action Plan*

To

*Block 35, North Loop Project*

*Redevelopment Agreement*

*Chicago Theatre Group*

*d/b/a/ The Goodman Theater.*

The Affirmative Action Plan ("Plan") is entered into this \_\_\_ day of \_\_\_\_\_, 1990, by and between the City of Chicago, an Illinois municipal corporation ("City") and the Chicago Theatre Group ("Developer") and made part of that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement, Chicago Theatre Group d/b/a/ the Goodman Theater" ("Redevelopment Agreement").

Policy Statement.

The City is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remedy the adverse effects of historically exclusionary practices within society. This policy extends to the procurement of goods and services and the award of construction contracts for publicly-supported facilities. On December 9, 1983, the City Council of the City of Chicago adopted an ordinance ("Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. On April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process. This commitment was renewed on April 25, 1989 with the issuance of Executive Order 89-7.

The Developer recognizes the importance of successful affirmative action programs to the continued growth and vitality of the City. Developer will establish, implement and maintain a continuing affirmative action program by executing the Plan in order to promote equal opportunity in every aspect of employment and procurement of goods and services. The Plan will include: 1) a written affirmative action plan committing to provide

maximum opportunity for minorities and females with regard to the development of the project and the operation of the renovated theaters; 2) assignation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the pre- construction and construction periods; 4) formulation of achievable goals for utilization of women/minority business enterprises in the Project; 5) creation of the Agreement to Provide Assistance to Other Theater Groups, a copy of which is attached to the Agreement as Exhibit D; and 6) implementation of procedures to assure achievement of program goals, including provision of objective standards to determine how goals are being met.

The purposes of the Plan are to remedy past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City. In accordance with the guidelines and goals set forth in the Plan, Developer shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the Project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Redevelopment Agreement. The City agrees to assist the Developer with the implementation of the Plan as provided herein.

The terms and provisions of the Plan are deemed to comply with the ordinance and Executive Order 89-7. Moreover, the requirements and provisions of the Plan do not establish legal or contractual rights for any person or organization other than the City and the Developer and its successors and assigns.

The City recognizes that it is the Developer's intent to hire qualified, responsible bidders for the construction of the Project. The City agrees that it is not the purpose or intent of the Plan to impose upon the Developer or its contractors the obligation, or require the Developer or its contractors to take actions, which significantly affect the cost of the Project or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Project, and it is further understood that the Developer or its contractors (consistent with the obligation to exercise good faith as required by the Plan) shall be entitled to judge the qualification of M.B.E./W.B.E. contractors utilized for the completion of the Project or the operation or management thereof.

#### *Section I.*

#### *Definitions.*

Whenever the following words or terms are used in the Plan, unless otherwise defined, they shall have the meaning ascribed to them in this section. Capitalized terms not defined herein shall have the meanings defined in the Redevelopment Agreement.

Agency: The City or by its designee, initially the Department of Planning of the City, for all areas of administration of the Plan with the exception of certification procedures as provided in Section 3.5 below. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by the Plan.

City Residents or Residents: Persons domiciled within the City of Chicago.

Commissioner: The Commissioner of the Department of Planning.

Component: One of the divisions described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will apply.

Construction Component: Those activities involving, but not limited to, the following:

- (1) Concrete -- reinforced:
  - a. Forms and fabrication;
  - b. Reinforced steel;
  - c. Placement of concrete; and
  - d. Finished concrete.
- (2) Masonry -- bricklayers, granite.
- (3) Structural steel.
- (4) Metal decking.
- (5) Miscellaneous metals.
- (6) Ornamental metals.
- (7) Carpentry -- rough and finish.
- (8) Moisture protection (roofing, etc.):
- (9) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
- (10) Finish trades (other than tenant improvements):
  - a. Floors;

- b. Walls;
  - c. Ceilings;
  - d. Lath and plaster;
  - e. Partitions;
  - f. Tile work;
  - g. Painting;
  - h. Wall coverings; and
  - i. Carpets.
- (11) Vertical transportation.
- (12) Mechanical trades:
- a. Electrical;
  - b. Plumbing;
  - c. Fire protection; and
  - d. H.V.A.C.
- (13) Trash hauling and cleanup.
- (14) Field administration.
- (15) Water service.
- (16) Office supplies.
- (17) Security.
- (18) Janitorial.
- (19) Progress photos.
- (20) Printing.
- (21) Maintenance and mechanics.

- (22) Fencing/scaffolding.
- (23) Final cleanup.
- (24) Equipment rental.

Excluded are: Energy and utility costs; taxes; permits and fees; city services; traditionally reimbursable expenses; and tenant improvements.

**Contractor:** Any person who has a contract with Developer (in which the parties do not stand in the relationship of an employer and an employee), which provides for any portion of the Developer's obligation under the Redevelopment Agreement to be performed, undertaken or assumed.

**Controlled:** To be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.

**Department Of Planning:** The Department of Planning of the City.

**"Eligible M.B.E. Or W.B.E. Firm":** Includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in Section 3.5 below.

**"Goals":** The targets established in the Plan for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. The establishment of specific goals herein as to M.B.E. or W.B.E. participation or minority and women employment is not intended, and shall not be used, to discriminate against any business contractor, subcontractor, applicant or employee. Failure to meet a goal will alert Developer that further actions to comply with the Goals described in the Plan may be necessary, but shall not, by itself, establish that Developer has failed to use good faith efforts.

**Local Business:** A business located within the corporate limits of the City, and which has the majority of its regular, full-time work force located within the City.

**Minority:** A person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islanders; American Indian or Alaskan native.

**Minority Business Enterprise ("M.B.E."): A business that is owned and controlled by one or more minority persons.**

**Owned:** A business which is: (1) a sole proprietorship legitimately owned by a minority person or woman; (2) a partnership or joint venture in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons or

women; or (3) a corporation or other entity in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minority persons or women.

**Person or Persons:** Any natural person, corporation, partnership, unincorporated association, or joint venture.

**Post-Construction Component:** All of the activities and obligations of the Developer for the Project which apply for a period of five (5) years subsequent to the issuance by the City of the Certificate for the Project.

**Pre-Construction Component:** All architectural, structural engineering, mechanical and electrical engineering, and landscape architecture.

**Project:** The renovation of the theaters and the construction of other improvements at the site as described in the Redevelopment Agreement.

**Redevelopment Agreement:** That certain redevelopment agreement between the City and Developer dated as of \_\_\_\_\_, 1990, to which the Plan is appended.

**Small Business:** A business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.

**Subcontractor:** Any person who has such a contract with a contractor or with a subcontractor.

**Women Business Enterprise ("W.B.E."): A business that is owned and controlled by one or more women.**

## *Section II.*

### *Administration And Monitoring.*

- 2.1 The Developer shall be obligated under the Plan to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and arbitrarily in administering the Plan.
- 2.2 To facilitate and assure that the goals described in the Plan are met, the Developer will assign an affirmative action officer ("A.A. Officer") to assist with the monitoring and implementation of the Plan. The A.A. Officer shall be a full-time employee of the Developer. Developer will provide adequate staff and support for the Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by Developer with regard to the Project. The A.A.

Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the goals, described in the Plan, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility of the following:

- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Developer are consistent with the Plan; and that all technical or procedural phases of compliance are met.
- (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.
- (c) Compiling and submitting Affirmative Action Reports (as defined below) required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
- (d) Reviewing and monitoring the Contractor's Affirmative Action Reports, including, if necessary, making periodic on-site inspections to ensure reported numbers on minority and female participation and minority, women and Resident employees are reflected in the actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.
- (e) Developing affirmative action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of the Developer's affirmative action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between Developer and relevant organizations as necessary.
- (f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.
- (g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Project, including with respect to: (1) submission of bids; (2) securing bonding and insurance; (3) formation of joint ventures with

majority contractors; and (4) obtaining M.B.E./W.B.E. certification from the City, as described in Section 3.5 below.

- 2.4 The Agency shall designate an Affirmative Action Coordinator ("A.A. Coordinator") operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's responsibilities under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving the Developer's communications and Affirmative Action Reports (as defined in Section 2.7 below) and transmitting Agency responses and other communications.
- 2.5 The Developer shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by Developer on a monthly basis during construction and on a quarterly basis during post-construction. The A.A. Coordinator shall forward such Reports to the Commissioner. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the implementation of the Plan. If the Agency has any substantial concerns about the adequacy of implementation of the Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within thirty (30) days after receipt of the Affirmative Action Reports regarding the results of the review as described in this section and, if necessary, shall contact the A.A. Officer to promptly meet, discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the Commissioner shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.
- 2.7 Developer, in cooperation with the Agency, shall develop two different reports (collectively, "Affirmative Action Reports") to be approved by the Agency: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, the identity of participating M.B.E. and W.B.E. firms, including the disclosure of names, addresses, telephone numbers, and principal contact of said firms, actual numbers and percentages of minority and women employment in the Project, including identification of names, addresses, total hours worked and disadvantaged designation, and relevant supporting data; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, by Developer to comply with the Plan, further analysis of results and problems, if any, and suggested further steps, if required. The short form report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the comprehensive report on a quarterly basis, throughout the pre-construction and construction components.



*Section III.*

*Minority And Women Business Enterprises  
Participation Plan.*

3.1 Introduction.

The following participation plan and goals are adopted by Developer for participation by minority and women business enterprises in the Project. The Developer shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods To Ensure M.B.E. And W.B.E. Participation.

3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, Developer will request the assistance of the A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. Developer will make the M.B.E. and W.B.E. provisions and goals set forth in Sections 3.2 and 3.3 of the Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts released by Developer and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Developer on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.2 The methods and procedures to achieve the goals set forth herein, which may be evaluated by the Agency to determine whether the Developer has made all good faith efforts to achieve the Goals, shall include the following:

- (a) Participation (commencing with the pre-construction component) of M.B.E. and W.B.E. participation in the areas of finance, architecture, engineering and law.
- (b) Establishment of joint ventures between prime and M.B.E. and W.B.E. contractors as a bid package.
- (c) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E.s and W.B.E.s.

- (d) Advertising invitations to bid, particularly in media which has a principal or substantial constituency in the minority community, including statements in the advertisements indicating Developer's intent to encourage M.B.E. and W.B.E. participation in the Project.
- (e) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining bonding and insurance.
- (f) Assisting, other than financially, M.B.E.s and W.B.E.s in submitting bids by offering Developer's consultation
- (g) Assisting, other than financially, M.B.E.s and W.B.E.s in obtaining Certification by the City.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:
  - (a) Chicago Urban League;
  - (b) Chicago Economic Development Corporation;
  - (c) Chicago United;
  - (d) Illinois Department of Commerce and Community Affairs Small Business Office;
  - (e) Minority Economic Resource Corporation;
  - (f) National Association of Women Business Owners;
  - (g) Alexander Grant & Company, Minority Business Development Center;
  - (h) Association of Asian Construction Enterprises;
  - (i) Black Contractors United;
  - (j) Hispanic-American Construction Industry Association;
  - (k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies;
  - (l) National Minority Suppliers Development Council, Inc.;  
and
  - (m) Chicago Regional Purchasing Council.

- 3.2.3 If the Commissioner, in consultation with the Purchasing Agent and the Contract Compliance Officer of the City, determines that it is impossible or economically unreasonable to utilize M.B.E.s or W.B.E.s to perform sufficient work to fulfill the commitment stated in this subsection, a waiver of all or a portion of the Goals may be granted.
- 3.3 M.B.E. And W.B.E. Participation Components And Goals.
- 3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) pre-construction; (2) construction; and (3) post-construction.
- 3.3.2 The dollar goals for participation by eligible M.B.E.s and W.B.E.s in the pre-construction and construction components shall be: twenty-five percent (25%) M.B.E. and five percent (5%) for W.B.E. firms of the aggregate costs for such components, and fifty percent (50%) for Local Businesses.
- 3.3.3 To the extent practicable, the Developer shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E., Small Business and Local Business firms.
- 3.4 Additional Provisions Concerning Calculating M.B.E. And W.B.E. Participation.
- 3.4.1 In the event that less than fifty-one percent (51%) of a joint venture is owned by a non-M.B.E. or non-W.B.E. partners or owners, the Developer shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals. For example, a twenty-five percent (25%) minority owned joint venture that receives a \$100,000 contract would entitle Developer to \$25,000 credit.
- 3.4.2 When an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, Developer shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. Developer shall receive credit for, and there shall not be excluded, dollars spent by any eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to the Project from non-M.B.E. or W.B.E. firms.
- 3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, Developer shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Developer shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to the Project from an M.B.E. or W.B.E. firm or Local Business.

- 3.4.4 The Developer shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the Plan if Developer demonstrates to the Agency that there are not sufficient M.B.E.s or W.B.E.s reasonably or readily available to fulfill the requirements of the Plan. The reasons for which such determination shall be warranted shall include, without limitation, the following:
- (a) Lack of a sufficient supply in the City of Local Businesses and certified, responsible M.B.E.s or W.B.E.s (with respect to such characteristics as financial capacity and capability to meet the requirements of the work).
  - (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.s and W.B.E.s in the City, based upon prevailing prices on the open market as determined by Developer, provided that in all such cases there shall be submitted by Developer to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid by such M.B.E.s or W.B.E.s or Local Businesses.
  - (c) Failure of available Local Businesses, M.B.E.s or W.B.E.s to submit bids with respect to particular aspects of the Project.
- 3.5 Agency Certification Of Eligibility Of Minority And Women Business Enterprises.
- 3.5.1 The Department of Purchases, Contracts and Supplies of the City ("Department of Purchases") shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of and certify if appropriate, any firms (identified by Developer or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, shall certify each firm's: (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent of the City to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.
- 3.5.2 All request for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City with a copy of all materials to the Contract Compliance Officer and the A.A. Coordinator. Upon request, the Department of Purchases shall advise the Developer whether a proposed or bidding M.B.E. or W.B.E. firm has been previously certified within fourteen (14) working days by the City and, with respect to other firms, within

twenty-one (21) days, that: (a) a firm has been certified as M.B.E. or W.B.E., or (b) that additional information is required in order to complete the certification process. If additional information is required, such shall be furnished by the applicant firm within seven (7) days after notification by the Department of Purchases, and a final determination shall be made by the Department relative to certification within sixty (60) days after receipt of such additional information. In all cases, the applicant firms and Developer will receive at least preliminary certification or denial -- upon which the Developer may rely for the purposes of the Project and the Plan -- within (60) days of request for certification, then the proposed M.B.E. or W.B.E. firm shall be presumed to be an eligible firm for the purposes of the Plan. On request of Developer and the applicant firm, the time for submission of additional information and Department of Purchases' determination of eligibility shall be extended, in which case the presumption of eligibility shall not apply.

- 3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Developer may seek to cure or correct the defect by whatever remedy is necessary. Developer's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if: (a) the contractor's or sub-contractor's status as M.B.E. or W.B.E. was a factor in the awarding of such contract or sub-contract, and (b) the status of the contractor or sub-contractor was misrepresented. In such event, Developer shall discharge the disqualified M.B.E. or W.B.E. and seek a suitable M.B.E. or W.B.E. as replacement.
- 3.5.4 Developer's minority and women business enterprise contracts shall require that all M.B.E.s and W.B.E.s report within fourteen (14) days to the A.A. Officer, and justify any changes in the ownership and control of the firm that occur during the duration of that contract. Developer shall promptly notify the Purchasing Agent and the A.A. Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- 3.5.5 The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

#### *Section IV.*

##### *Minority And Women Employment Plan.*

- 4.1 The following employment plan and goals are adopted by Developer with regard to the employment of minority and women workers in the Construction Component of the Project. During the construction of the Project as provided for in the Redevelopment Agreement, Developer shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.

- 4.2 The goals for minority and women employment during the Construction Component shall be twenty-five percent (25%) minority and five percent (5%) women employees. The employment goals for Residents shall be fifty percent (50%).
- 4.3 Developer may submit a written request for a waiver of all or a portion of such goals to the Commissioner who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 Developer shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment based upon race, color, religion, sex, national origin or ancestry, age, handicap, sexual orientation, military status or source of income. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship,
- 4.5 Developer will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or ancestry, age, handicap, sexual orientation, military status or source of income. Developer will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed with regard to the Project so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 4.7 Developer will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Developer will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:
- (a) Department of Planning;
  - (b) Mayor's Office of Employment and Training;
  - (c) Chicago Urban League;
  - (d) Chicago Economic Development Corporation.

- 4.8 Developer will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Project, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of this affirmative action policy. The Developer will use its best efforts to ensure that seniority practices, job classification, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities.
- 4.9 Developer will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts. In particular, Developer will require substantially the following provisions in all construction contracts and subcontracts:
- (a) The Contractor will take affirmative action to eliminate any possible discrimination against any employee or applicant for employment based upon race, sex, religion, color, national origin or ancestry, age, handicap, sexual orientation, military status or source of income. These actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to M.B.E. enterprises and an additional five percent (5%) to W.B.E. enterprises. The Contractor further agrees that upon the Developer's request, it shall prepare in written form and send to Developer a minority and women head count for its total work and subcontractors employed.
  - (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
  - (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the Project will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry, age, handicap, sexual orientation, military status or source of income.

- (e) The Contractor agrees to use its best efforts to ensure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to Developer as often as may be required by the Developer its efforts to secure such minority groups and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the undertaking of its responsibilities with regard to the Project it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Developer as often as may be required by Developer. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (g) The Contractor agrees to promote minority men and women to higher levels of responsibility in the various areas of work, whenever possible, to ensure continued growth.
- (h) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to Developer as often as may be required by Developer.
- (i) The Contractor agrees to make and submit to Developer manpower utilization reports including the hours worked on the Project by minority and women employees and by Residents as often as may be required by Developer.
- (j) Meetings of Developer's and Contractor's supervisory and personnel office employees will be conducted as required by Developer, at which time this affirmative action policy and its implementation will be reviewed and explained.
- (k) During the contract period, the Contractor will maintain and make available to Developer documentation regarding minority and women business enterprise utilization and affirmative action with regard to employment. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, the extent of minority or women ownership, and actual dollar amount of the contract award.
- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will



- report such enforcement efforts to Developer as often as may be required by Developer.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
  - (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.
- (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this Plan and shall deliver copies of such notices to Developer.
  - (2) Prior to the commencement of its responsibilities with regard to the Project, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

#### *Section V.*

##### *Dispute Resolution.*

- 5.1 If, at any time during the existence of the Plan, the Agency believes that Developer is substantially failing to comply with the terms of the Plan, the A.A. Coordinator shall provide a written notice to the A.A. Officer explicitly invoking this section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If Developer disagrees with the Agency's evaluation, the A.A. Coordinator and A.A. Officer shall meet within fifteen (15) days of the delivering of the notice described in Section 5.1 above and make every good faith effort to resolve the differences. If resolution of the dispute is not obtained, senior representatives of the Department of Planning and the Developer shall consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and Developer have consulted pursuant to Section 5.2 above but have been unable to resolve their differences within forty-five (45) days following the notice of the City invoking this section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the

Project is required by the Plan. The sole issue which may be presented and decided in arbitration is whether such proposed steps are required to comply with the Plan. The arbitrators shall have the authority to direct the Developer to undertake such specific action in order to demonstrate good faith efforts as required by the Plan. The arbitration shall be conducted in accordance with the federal rules of evidence.

- 5.4 The arbitration shall be conducted by a panel of three (3) persons, one designated by Developer, one by the Agency and the third selected by agreement of the first two arbitrators. The Developer and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.
- 5.5 The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable.

#### *Section VI.*

#### *Remedies.*

- 6.1 If the arbitration panel determines that Developer's proposed actions do not comply with the Plan, the Developer will have forty-five (45) days following receipt of the panel's determination to achieve compliance.
- 6.2 The Agency will respond in writing whether or not the Developer has complied with the panel's determination. The Agency will have ten (10) days from the date it receives written notice from Developer that it believes that it is in compliance with the arbitration panel's determination with which to respond to Developer.
- 6.3 If, after the Agency responds in writing and Developer has not reached substantial compliance, damages in the amount of One Thousand Dollars (\$1,000) per day will be due immediately to the Agency by Developer until compliance is reached.
- 6.4 Notwithstanding anything to the contrary, the City shall have available any remedies at law or in equity to ensure Developer's compliance with the terms of the Plan.

*Section VII.*

*Resident Employment And Post-Construction Provisions.*

7.1 General Provisions.

7.1.1 During the first five (5) years following the issuance by the City of a Certificate with regard to the Project, Developer shall make good faith efforts, in accordance with the provisions of this section to achieve certain affirmative action goals in the following areas:

- (a) With regard to the direct employees of Developer, the employment of Residents in the Post-construction Component of the Project; and
- (b) Participation of M.B.E.s and W.B.E.s and of minority and women employees in the Post-construction operations of Developer with respect to the Project.

7.1.2 Developer shall be obligated to make good faith efforts to achieve the goals described in this Section VII, and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Sections II -- IV above, as relevant to the respective M.B.E./W.B.E. or employment activities described in this section.

7.2 Employment Of City Residents In the Post-Construction Component.

7.2.1 With regard to direct employees, Developer will make good faith efforts, consistent with those described in Section IV, to achieve an employment goal of fifty (50%) for Resident workers in the Post-construction Component of the Project.

7.2.2 Developer will seek to incorporate into the Affirmative Action Reports, information on its efforts and results with respect to the employment of Residents. In any event, Developer will report at least quarterly to the Agency the level of employment of Residents achieved by Developer.

7.3 M.B.E. And W.B.E. Participation And Minority And Female Employment During The Post-Construction Component.

7.3.1 During the Post-construction Component, the Developer will make good faith efforts, consistent with those described in Sections III and IV above to achieve the

levels of M.B.E. and W.B.E. participation and minority and women employment described in this section.

- 7.3.2 Employment goals will be applicable to direct employees whether they are employed by the Developer, a property management firm affiliated with the Developer or a contractor.
- 7.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of the Project).
- 7.3.4 With respect to any overlap in the activities identified in subsections 7.3.2 and 7.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the Developer.
- 7.3.5 The employment goals for minority employees for the Post-construction Component of the Project shall be: twenty-five percent (25%) Black, sixteen percent (16%) Hispanic and five percent (5%) Women.
- 7.3.6 The M.B.E./W.B.E. goals for the Post-construction Component shall be: twenty-five percent (25%) for the M.B.E. firms, five percent (5%) for W.B.E. firms and fifty percent (50%) for Local Businesses.
- 7.3.7 Developer is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 7.3, will be submitted to the City on a quarterly basis, commencing with the date the City issues its certificate.
- 7.3.8 The Developer will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

### *Section VIII.*

#### *Miscellaneous Provisions.*

- 8.1 The Plan shall be construed as an agreement between Developer and the City, and no third-party shall be entitled to enforce any of the provisions hereof.

- 8.2 Developer and the City agree that the actions for the enforcement of the Plan pursuant to Section V above may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party, and no party shall be construed as or have the rights of a third party beneficiary under the Plan.
- 8.3 The Plan shall be governed by and construed in accordance with the laws of the State of Illinois.
- 8.4 The terms of the Plan shall be binding upon the City, Developer, and its respective heirs, legal representatives, successors and assigns.
- 8.5 In any provision of the Plan, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Plan shall be construed as if each invalid part were never included herein and the Plan shall remain valid and enforceable to the fullest extent permitted by law.

In Witness Whereof, The parties hereto have executed or caused the Plan to be executed, all as of the date written above.

City of Chicago,  
an Illinois municipal  
corporation

Chicago Theatre Group,  
an Illinois not for profit  
corporation

By: \_\_\_\_\_  
David R. Mosena,  
Commissioner,  
Department of Planning.

By: \_\_\_\_\_  
Irving J. Markin,  
Chairman.

Attest: \_\_\_\_\_  
Secretary.

*(Sub)Exhibit "D"*

*To Redevelopment Agreement.*

*A Project Description For*

*The Goodman Theater's*

*1989 -- 1990 Student Subscription Series.*

During the 1989 -- 1990 season, the Goodman Theater is presenting a season of classics. Three of these classics are being shared with Chicago public high school students through the Goodman's 1989 -- 1990 Student Subscription Series. Due to increasing demand, this season's series has expanded to two free student matinees for each of the three productions, accommodating nearly 1,400 students and their teachers from 28 public high schools.

The Student Subscription Series is based on the importance of repeated sustained exposure for the participating students. All teachers are encouraged to bring their students to each play in the Series to foster a better understanding of the process and art of theater.

The goal of the Student Subscription Series is to strive to make the unique resources of the theater an intrinsic part of the classroom curriculum. To that end, the Goodman has made several changes to the basic format of the Series that will increase each teacher's involvement in the program.

#### **The Format.**

The three classics in the 1989 -- 1990 Student Subscription Series are described in the enclosed attachment. The following format is being used for each production in the Series:

1. A Teacher Advisory Committee. Last season, a core group of teachers emerged as leaders. This group has been organized to meet after each production in the 1989 -- 1990 Series to evaluate and offer suggestions on the development and implementation of all facets of the program for the next production.

Teacher Seminar. This new component has the following agenda:

- a. A general introduction to the background and issues addressed in the current play.
- b. A discussion on the Goodman's specifically prepared materials with suggestions on the most effective way to incorporate them into the classroom curriculum in preparation for the student matinees.
- c. A presentation by an artist from the production on the process of interpreting for the stage, from his or her perspective.
- d. A general open forum on the play, and the Goodman's Student Subscription Series program.

The Seminars are scheduled during the preview week for each of the three plays to allow four weeks of classroom preparation before the student matinees. After the late afternoon seminar, teachers are provided a light supper and tickets to attend that evening's preview performance and post-show discussion.

2. Classroom Discussion. Teachers are encouraged to bring Goodman Arts in Education Director Richard Pettengill into their classrooms before and after each matinee in the series to discuss various issues raised by the play, and how they relate to the high school curricula, and students' lives.
3. Student Matinees. Two matinees are being held for each of three Mainstage productions in the 1989 -- 1990 season. This increases the number of students and teachers that can be served for the entire program from 700 to nearly 1,400.
4. Post-Show Discussion. Each matinee is followed by a discussion with the actors. This session gives the students a chance to interact with the actors and to ask questions about any aspect of theater production.
5. Half-priced Tickets for Parents. This special feature was added this season because of previous requests from students.

#### The Need.

At this time there is very little theatrical activity in the Chicago public schools. Only 2/3 of the 60 Chicago public high schools have at least one class in speech or drama, usually in the area of public speaking. A much smaller percentage of these schools are involved in the actual production of a play.

This lack of dramatic curriculum is set against the backdrop of a national movement toward educational excellence. In 1985, Illinois passed educational reform legislation. At

the annual Superintendent's Conference in September 1986, Illinois school administrators were told that as a result of this legislation, students should be able to:

1. Understand the unique qualities of each of the fine arts.
2. Identify significant works in the arts from major historical periods and how they reflect societies, cultures and civilizations, past and present.
3. Identify processes and tools required to produce visual art, music, theatre and dance.
4. Demonstrate the basic skills necessary to participate in the creation and/or performance of one of the arts.

The Goodman's free Student Subscription Series can help fulfill the need for an arts curriculum in a time of educational crisis in Chicago's public schools.

The Goodman-produced teacher and student study guides cover the historical significance and issues encompassed in each play. The video-documentaries augment these materials and educate the students about different aspects of theatrical production. And, with the Teacher Advisory Committee and the new Teacher Seminars, each participating teacher will be more fully prepared to use these materials to the best advantage in the classroom.

#### Materials.

The following are prepared for each of the three productions. The amounts of each are being doubled to accommodate the participants in the second added matinee:

**Teacher Guide.** Goodman staff members write the guide as a curriculum planning tool with input from teachers on the Teacher Advisory Committee and from discussion at the Teacher Seminars.

**Student Study Guide.** This companion piece to the Teacher Guide is specifically designed for the grade level of the participating students, and provides insight into each play.

**Copies of the Script.** Scripts are being provided for each of the three plays. Two of the three plays are using new adaptations which are only readily available to the students through the Goodman.

**"Onstage" Newsletters.** Are sent to all participating teachers in advance to generate interest in the upcoming production. Copies are also available for all students at the matinee to augment their student study guide.



With sufficient funding, the Goodman will also produce the following for each of the three productions:

**Video-Documentary.** During the 1987 -- 1988 Student Series we introduced the "Backstage at the Goodman" video-documentary. Each specially-produced educational video-documentary is designed to illuminate a particular aspect of each production.

For example, the 1988 -- 1989 Series videos focused on the role of the director, the playwright, and the design process. The videos are shot during the rehearsal process, and are completed in time for use in the classroom before the student matinees.

#### Interest In Program.

The Goodman Theater's free Student Subscription Series has served a core group of 680 students and 20 teachers from approximately 15 high schools in the City of Chicago, in each of the past three seasons.

During the 1988 -- 1989 season, the Goodman responded to increased interest in the Series with a second free student matinee for August Wilson's *The Piano Lesson*. The response was overwhelming, and only a small fraction of the teachers who contacted the Goodman could be accommodated.

This demand prompted us to expand the 1989 -- 1990 Free Student Subscription Series to include two free student matinees for each of the three plays in the Series.

#### Implementation And Evaluation.

With two student matinees, the Goodman's Student Series is doubling its current capacity and reaching out to 28 Chicago public high schools, and helping nearly 1,400 students and teachers work toward Illinois' curriculum goals for the fine arts.

Applications for the 1989 -- 1990 Student Series were sent to: 1) all schools who have participated in the Student Series at any time during the past three years, 2) all teachers recommended by teachers currently participating in the program, 3) all Advanced-Placement teachers, 4) the principals and English department heads at schools not already contacted. The final selection was made on a first-come first-served basis, but with the emphasis on ensuring geographic and ethnic diversity.

At the end of each Student Series season, all participating teachers and students are sent an evaluation form to fill out and return. The results are incorporated in the final report prepared at the end of each season and sent to all teachers and funders.

Currently, there is no other cultural program being offered to Chicago public high school students and teachers that provides such a detailed and thorough experience as the Goodman Theater's Student Subscription Series.

*(Sub)Exhibit "E"*

*To Redevelopment Agreement.*

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by and between the City of Chicago (the "City") and The Theatre Group (the "Developer").

Whereas, The City deems it in the public interest and beneficial to the citizens of the City to perseve and promote employment opportunities for the residents of the City; and

Whereas, The Developer intends to develop a theatre on North Loop Redevelopment District Block 35, bounded by Clark Street, Lake Street, Dearborn Street and Randolph Street; and

Whereas, The Developer acknowledges the policy of the City of Chicago to encourage and maintain its commercial base as a means of providing employment for the citizens of Chicago; and

Whereas, The Developer volunteers to provide in connection with the proposed theatre employment opportunities for approximately 10% jobs for the residents residing within the City of Chicago who are referred to the Developer by the City; and

Whereas, The Developer desires to engage the services of the Mayor's Office of Employment and Training, Chicago First Office (the "M.E.T.") to assist the property manager of the proposed theatre with the recruitment and referral of applicants in hiring security, parking, maintenance at the Project;

Now, Therefore, For and in consideration of the mutual promises contained herein, and in consideration for entering into other agreements with the Developer, the parties hereto do mutually agree as follows:

- A. For purposes of this Agreement, "covered entities" shall mean the management company responsible for the maintenance and security of the theatre.
- B. All lease agreements of the development for covered entities may include a requirement to use M.E.T. as the "First Source" for recruitment, referral and

employment for employment positions upon the terms and conditions specified herein. In addition, the Developer will encourage "non-covered entities" to use the services of the Agency as a source for recruitment and referral in the hiring of employees.

- C. During the first thirty (30) days of covered entities hiring programs M.E.T. may be the exclusive source of referrals for entry-level non-union employees for positions requiring no prior training or experience. Entry level positions may include all job categories including property management which require the minimum amount of training or experience in order to qualify for such position. Throughout the remainder of the term of this Agreement, covered entities should notify M.E.T. of position openings for recruitment and referral services in addition to any other resources that are available.
- D. At least thirty (30) days prior to the anticipated opening date, covered entities should notify M.E.T. of the need for new employees completing a "Job Order Form". M.E.T. should refer eligible job applicants to covered entities in response to the notification of need. M.E.T. may screen applicants according to the qualification profile agreed upon with each covered entity and should refer only qualified applicants who meet the qualification profile. M.E.T. should make all referrals to covered entities or notify them that no referrals can be made, no later than fifteen (15) days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, covered entities may be free to directly fill remaining positions for which no qualified applicants have been referred. Covered entities will make good faith efforts to provide information to M.E.T. for preparation of quarterly reports.
- E. Covered entities may make all decisions on hiring employees, including applicants referred by M.E.T. However, covered entities should make a diligent and good faith effort to hire from referrals made by M.E.T. and may not discriminate on the basis of race, creed, color, religion, age, sex or national origin.
- F. This Agreement shall apply to said entity for a period of two (2) years from the date of initial occupancy of the said entity.
- G. If this Agreement conflicts with any labor laws or other governmental regulation, such law or regulation shall prevail.

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

City of Chicago

The Theatre Group

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

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

*(Sub)Exhibit "F"*

*To Redevelopment Agreement.*

*Public Amenities.*

*Improvement Of Couch Place*

*The Affirmative Action Agreement*

*The First Source Agreement*

*Agreement To Provide Assistance*

*(Sub)Exhibit "G"*

*To Redevelopment Agreement.*

*Permitted Exceptions.*

Terms, provisions, conditions and limitations contained in that certain ordinance adopted by the City of Chicago on March 31, 1983, a copy of which was recorded April 20, 1983 as Document No. 265-5694, designating the Property and improvements thereon as a City of Chicago landmark.

Encroachment of two canopies over and onto land east of and adjoining the Property, as disclosed by survey made by Jon P. Tice, dated December 23, 1988, Order No. 88149.

Covenants, conditions and restrictions contained in that certain Air Rights Agreement dated January 20, 1989 and recorded January 24, 1989 as Document No. 89036432 by and between Linpro Chicago Land Limited Partnership, an Illinois limited partnership, and Cinestage, Inc., an Illinois corporation, relating to the payment of real estate taxes, special taxes and any and all other taxes and assessments of every kind or nature levied upon or with respect to the Property, and the restriction of building in the air rights parcel.

Provisions contained in that certain Profit Remittance Agreement dated January 20, 1989 and recorded January 24, 1989 as Document No. 89036431 by and between Linpro Chicago Land Limited Partnership, an Illinois limited partnership, and Cinestage, Inc., an Illinois corporation, providing for remission to Cinestage of profits as therein described.

Covenants, conditions and restrictions contained in that certain Warranty Deed dated January 20, 1989 and recorded January 24, 1989 as Document No. 89036433 from Linpro Chicago Land Limited Partnership, an Illinois limited partnership, as grantor, to the City of Chicago, an Illinois municipal corporation, as grantee.

Covenants, conditions and restrictions contained in that certain "Block 35, North Loop Project Redevelopment Agreement Chicago Theatre Group doing business as The Goodman Theater" by and between the Chicago Theatre Group, an Illinois not-for-profit corporation, and the City of Chicago, an Illinois municipal corporation, dated \_\_\_\_\_, 1990 and recorded \_\_\_\_\_, 1990 as Document No. \_\_\_\_\_.

Covenants, conditions and restrictions contained in that certain Quitclaim Deed dated \_\_\_\_\_ and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ from the City of Chicago, an Illinois municipal corporation, as grantor, to The Chicago Theatre Group, an Illinois not-for-profit corporation, as grantee.

Covenants, conditions and restrictions affecting the Property set forth in that certain redevelopment plan affecting Blighted Commercial Area, North Loop adopted by ordinance of the City of Chicago dated March 28, 1979, including any amendments adopted by the City prior to the issuance of the quitclaim deed.

Covenants, conditions and restrictions affecting the Property set forth in those certain "North Loop Guidelines for Conservation and Redevelopment", adopted by ordinance of the City of Chicago dated October 22, 1981, including any amendments adopted by the City prior to the issuance of the quitclaim deed.

Covenants, conditions and restrictions affecting the Property set forth in that certain Tax Increment Financing Plan affecting Blighted Commercial Area, North Loop, adopted by ordinance of the City of Chicago dated \_\_\_\_\_, 1984, including any amendments adopted by the City prior to the issuance of the quitclaim deed.

Taxes for the current year.

Easements of record and not of record.

Permitted exceptions as described in a standard A.L.T.A. Insurance policy.

*(Sub)Exhibit "H"*

*To Redevelopment Agreement.*

*Junior Mortgage, Assignment Of Rents  
And Security Agreement.*

This Junior Mortgage, Assignment of Rents and Security Agreement ("Mortgage") is made as of \_\_\_\_\_, \_\_\_\_\_, from Chicago Theatre Group, an Illinois not-for-profit corporation doing business as The Goodman Theater ("Mortgagor") to the City of Chicago, an Illinois municipal corporation, having its principal office at City Hall, Chicago, Illinois 60602 ("Mortgagee").

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement, Chicago Theatre Group doing business as The Goodman Theater" ("Redevelopment Agreement"), between Mortgagor and Mortgagee dated as of \_\_\_\_\_, \_\_\_\_\_ and recorded with the Office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_, 1990 as Document No. \_\_\_\_\_, to which the Mortgage is attached as (Sub)Exhibit H.

*Recitals:*

Whereas, Mortgagor has executed and delivered to Mortgagee that certain promissory note ("Note") of even date herewith in the principal amount not to exceed Six Million and no/100 Dollars \$6,000,000 ("Loan") payable to Mortgagee in accordance with the terms of the Redevelopment Agreement; and

Whereas, Mortgagee is desirous of securing the payment of the indebtedness secured by the Note (together with interest thereon in accordance with the terms of the Note), and the Redevelopment Agreement, and any additional indebtedness accruing to Mortgagee on account of any future payments, advances or expenditures made by Mortgagee pursuant to the Note, the Redevelopment Agreement or the Mortgage,

Now, Therefore, To secure the performance and observance by Mortgagor of all the terms, covenants and conditions in the Note, the Redevelopment Agreement and the Mortgage, and in order to charge the properties, interests and rights hereinafter described with such consideration, the receipt and sufficiency whereof is hereby acknowledged, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property"):

A. That certain parcel of land located on Block 35 of the City of Chicago's North Loop Redevelopment Area and more particularly described on Exhibit "A" attached hereto ("Land");

B. All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Theaters, and all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

C. All rents of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same.

To Have And To Hold the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein.

Without limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in all of the Mortgaged Property, which are or are to become fixtures.

This Mortgage Is Given To Secure: (a) payment of the indebtedness evidenced by the Note secured hereby, and (b) performance of each and every of the covenants, conditions and agreements contained in the Mortgage, the Note, the Redevelopment Agreement and in any other agreement, document or instrument to which reference is expressly made in the Mortgage or which secures the Note.

#### *Article I.*

#### *Incorporation Of Recitals.*

The recitals set forth above constitute an integral part of the Mortgage and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

#### *Article II.*

#### *Covenants, Representations And Warranties.*

Mortgagor covenants and agrees with Mortgagee that:

### 2.01 Taxes And Assessments.

(a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property, provided that the Mortgagor may contest in good faith the validity of any such lien, and provided that Mortgagor shall first post a bond in an amount not less than one hundred twenty-five percent (125%) of the amount of the contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

### 2.02 Insurance.

Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor pursuant to the terms of the Redevelopment Agreement, paying the premiums for said insurance as they become due. Policies of insurance shall name the City as an additional insured and all proceeds thereunder in the case of loss or damage shall be payable to the parties pursuant to the terms of the Redevelopment Agreement. All policies of insurance required hereunder shall provide that the same may not be canceled, except upon thirty (30) days prior written notice to Mortgagee.

### 2.03 Maintenance Of The Property.

(a) Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee (or its representatives) has the right to inspect the Mortgaged Property in accordance with the terms of the Redevelopment Agreement.



(d) Mortgagor will promptly comply, and cause the Mortgaged Property and the occupants or users thereof to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof or the use or occupancy thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property, or any part thereof or the use or occupancy thereof.

(e) Subject to the provisions described in the Redevelopment Agreement, if all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty.

#### 2.04 Subordination.

The Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of \_\_\_\_\_, between Mortgagor and \_\_\_\_\_ ("Senior Lender") recorded with the Office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_ as Document No. \_\_\_\_\_ to secure indebtedness in the original principal amount not to exceed \_\_\_\_\_ ("Senior Mortgage"). In no event shall the Senior Mortgage exceed that sum of money determined pursuant to the terms of the Redevelopment Agreement; including, without limitation Section 4.5(a) of the Redevelopment Agreement.

#### 2.05 Assignment Of Rents.

Notwithstanding anything to the contrary, and subject to the rights of the Senior Lender, it is mutually agreed between Mortgagor and Mortgagee that as long as there shall exist no Event of Default (as defined below) by Mortgagor in the payment of the Note or in the performance of Mortgagor's obligations hereunder, Mortgagor shall have the right to collect all rents, security deposits, income and profits from the Mortgaged Property and to retain, use and enjoy the same.

### *Article III.*

#### *Default.*

#### 3.01 Events Of Default.

The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) Failure by Mortgagor to duly observe or perform any material term, covenant, condition, or agreement of the Mortgage, the Note, or the Redevelopment Agreement after the expiration of all cure periods (as provided herein or in the Redevelopment Agreement); or

(b) A default continuing beyond all applicable cure periods under the Senior Mortgage and permitting foreclosure thereunder.

### 3.02 Acceleration Of Maturity.

(a) If an Event of Default due to a failure to make any payment when the same is due and owing ("Monetary Event of Default") shall have occurred under the Senior Lender's security documents, the Mortgage, the Note or the Redevelopment Agreement, and shall have continued for ten (10) days following notice thereof from Mortgagee to Mortgagor, the entire indebtedness secured hereby, at Mortgagee's sole option, shall become immediately due and payable without further notice or demand.

(b) If an Event of Default other than a Monetary Event of Default shall have occurred under the Senior Lender's security documents, the Mortgage, the Note or the Redevelopment Agreement, and shall have continued for sixty (60) days following receipt of notice thereof from Mortgagee to Mortgagor, the entire indebtedness secured hereby, at Mortgagee's sole option, shall immediately become due and payable without further notice or demand; provided, however, that in the event such default cannot reasonably be cured *within such sixty (60) day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as Mortgagor diligently continues to cure such Event of Default.*

(c) Except as otherwise permitted by the Redevelopment Agreement, any sale, partial sale, refinancing, syndication or other disposition of the Mortgaged Property shall entitle Mortgagee to declare the entire indebtedness secured hereby immediately due and payable without further notice or demand; provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by Mortgagor, with machinery or equipment of like kind and value, whether or not such machinery or equipment is deemed a fixture under applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default under the Mortgage provided Mortgagor executes such documents as may be necessary to assure Mortgagee of a continuing perfected secured interest in such replacement or substituted machinery, equipment or fixtures, as applicable.

### 3.03 Remedies.

(a) Subject to the rights of the Senior Lender, when the indebtedness hereby secured, or any part thereof, shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof for such indebtedness or part thereof. The

Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all of the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee under the Mortgage, the Note or the Redevelopment Agreement, there shall be allowed and included as additional indebtedness, all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section 3.03 mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, the Note, the Mortgaged Property or the Redevelopment Agreement, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in this paragraph; (ii) all other items which under the terms hereof, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; (iii) all principal and interest remaining unpaid on the Note; and (iv) any remaining amounts to Mortgagor, its successors or assigns, as their rights may appear.

(b) Mortgagor shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of the Mortgage on its behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to the Mortgaged Property subsequent to the date of the Mortgage.

(c) Upon any other entering upon or taking of possession of the Mortgaged Property other than by means of a foreclosure, Mortgagee, subject to the rights and remedies of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time: (i) make all necessary and proper replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may

collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (aa) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for purposes); (bb) the cost of all maintenance, repairs, renewals, replacement, additions, betterments, improvements, purchases and acquisitions; (cc) the cost of insurance; (dd) taxes, assessments and other similar charges as Mortgagee may determine to pay; (ee) other proper charges upon the Mortgaged Property or any part thereof; and (ff) the reasonable compensation expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full of all of the aforesaid amounts (including, without limitation, the entire outstanding principal balance under the Note), shall be paid to Mortgagor.

(d) Mortgagee shall have no liability to Mortgagor for any loss, damage, injury, cost or expense resulting from any action or omission by it or its representatives which was taken or omitted in good faith, excepting Mortgagee's own negligence or willful misconduct.

#### 3.04 Receiver.

Subject to the rights of the Senior Lender, if an Event of Default shall have occurred and be continuing, after any applicable cure period has expired, Mortgagee, upon application to a court of competent jurisdiction, shall be entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers to the fullest extent permitted by law.

#### 3.05 Purchase By Mortgagee.

Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price.

#### 3.06 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

### 3.07 Waiver.

No delay or omission of Mortgagee or by any holder of the Note in exercising any right, power or remedy accruing upon the occurrence of any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by the Mortgage to the Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder, shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers or remedies on account of any breach or default by Mortgagor.

## *Article IV.*

### *Miscellaneous Provisions.*

#### 4.01 Successors And Assigns.

The Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors and assigns of Mortgagor or Mortgagee, as applicable.

#### 4.02 Terminology.

All personal pronouns used in the Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to articles, sections or paragraphs shall refer to the corresponding articles, sections or paragraphs of the Mortgage unless specific reference is made to such articles, sections or paragraphs of another document or instrument.

#### 4.03 Severability.

If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

#### 4.04 Security Agreement.

The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded the Mortgagee by the Mortgage or any other agreement.

#### 4.05 Modification.

No change, amendment, modification, cancellation or discharge hereof, or any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

#### 4.06 No Merger.

It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee, as evidenced by an appropriate document duly recorded, the Mortgage and lien thereof shall not merge in the fee simple title, toward the end that the Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

#### 4.07 Applicable Law.

The Mortgage shall be interpreted, construed and enforced under the laws of the State of Illinois.

In Witness Whereof, The undersigned has executed the foregoing instrument as of the date and year first above written.

Attest:

Chicago Theatre Group, an Illinois not-for-profit corporation, doing business as The Goodman Theater

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

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

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

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

*(Sub)Exhibit "T"*

*To Redevelopment Agreement.*

*Promissory Note.*

Place: Chicago, Illinois

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

Amount: \$6,000,000.00

For Value Received, the undersigned ("Borrower") jointly and severally promises to pay to the order of the City of Chicago, an Illinois municipal corporation ("Lender"), the sum of Six Million and no/100 Dollars (\$6,000,000.00), together with interest on the unpaid principal amount of this Note from the date hereof, at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum according to the terms and conditions set forth in this Note.

All capitalized terms, unless defined herein, shall have the same meanings as are set forth in that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement Chicago Theatre Group, doing business as The Goodman Theater" executed by Borrower and Lender dated \_\_\_\_\_, 1990 ("Redevelopment Agreement"), to which a form of this Note is attached as (Sub)Exhibit I.

Borrower shall be liable to Lender only for that amount of principal disbursed by Lender to the Escrow as the City's Financial Contribution (which in no event shall exceed the sum of Six Million Dollars in the aggregate) pursuant to the terms of the Redevelopment Agreement, together with accrued interest.

The above unpaid principal and accrued interest shall remain due and owing by Borrower to Lender for each year until the City issues its Certificate with regard to completion of the historic rehabilitation of the Theaters and the construction of other Project improvements on that certain property ("Land") legally described on Attachment One. Upon the issuance of the Certificate by the City, this Note shall lapse and the unpaid principal shall constitute a grant to Borrower, and additionally, the accrued interest otherwise due, owing and payable shall be forgiven and waived.

Both unpaid principal and accrued interest on this Note are due and payable immediately upon transfer by deed, contract to purchase, assignment or otherwise of Borrower's interest and possession in the Land prior to the maturity date of this Note, unless said transfer, contract, assignment or possession is permitted by the terms of the Redevelopment Agreement, in which case Borrower's indebtedness pursuant to this Note shall be borne by Borrower's successor in interest. Any payment to be made by Borrower pursuant to this Note shall be made at the Office of City Comptroller for the City of Chicago, Illinois, or at such other places as shall be designated by Lender.

If any lawsuit is instituted by Lender to recover on this Note, Borrower agrees to pay all costs of such collection, including reasonable attorney's fees and court costs.

This Note shall be secured by that certain Junior Mortgage, Assignment of Rents and Security Agreement, a form of which is attached to the Redevelopment Agreement as (Sub)Exhibit H, which upon execution by the parties, shall be duly filed and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

Demand, protest and notice of demand and protest are hereby waived, and Borrower hereby waives, to the extent authorized by law, any and all exemption rights authorized by law which otherwise would apply to the debt evidenced by the Note.

Anything herein to the contrary notwithstanding, interest and late charges payable and due hereunder shall not exceed those amounts permissible under applicable state and federal laws.

In Witness Whereof, This Note has been duly executed by Borrower, as of the date above written.

State of Illinois )  
 ) SS.  
County of Cook )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that \_\_\_\_\_, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the purposes therein set forth.



Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

*(Sub)Exhibit "K"*

*To Redevelopment Agreement.*

*Contractor's Affidavit.*

State of Illinois     )  
                               ) SS.  
County of Cook      )

To Whom It May Concern:

The undersigned, first being duly sworn, deposes and says that he is

\_\_\_\_\_ of the \_\_\_\_\_  
(Sole Owner, Partner, or Officer)                          (Firm Name)

the contractor employed by \_\_\_\_\_

for the \_\_\_\_\_ work on building(s) located at \_\_\_\_\_

and owned by \_\_\_\_\_

That the total amount of the contract is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ that the following statement includes: The names of all parties who have furnished or who have been contracted with by affiant to furnish material or labor for said improvement and the amounts furnished by, contracted for, paid or due and to become due each; and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| Name And Address | What For | Contract Price | Amount Paid | Balance Due |
|------------------|----------|----------------|-------------|-------------|
|                  |          |                |             |             |
|                  |          |                |             |             |
|                  |          |                |             |             |
|                  |          |                |             |             |
|                  |          |                |             |             |

Total Labor and Material to Complete: \_\_\_\_\_

All material (except as above listed) has been or will be furnished from my (our) own stock and has been paid for in full.

The undersigned further states that there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material labor or other work of any kind done or to be done upon or in connection with said work other than above stated; that all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers.

\_\_\_\_\_  
 Sign only: Name of the individual, who is the affiant making this affidavit. This affidavit accepted Only when signed by: sole owner, co-partner, or an officer of a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 19\_\_\_\_

\_\_\_\_\_  
 Notary Public

Must Be Notarized

Pay Out Order.

\_\_\_\_\_ Date \_\_\_\_\_, 19\_\_\_\_  
(Name of Paying Agent)

Address of Property \_\_\_\_\_

Statement of Account

Contract Price \$ \_\_\_\_\_

Extras \$ \_\_\_\_\_

Deduct Credit \$ \_\_\_\_\_

Previously Paid \$ \_\_\_\_\_

Balance \$ \_\_\_\_\_

This Payment \$ \_\_\_\_\_

Balance to Become Due \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

In favor of \_\_\_\_\_

\_\_\_\_\_

For \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is to certify that \_\_\_\_\_ is entitled to a payment of \$ \_\_\_\_\_ on account of the contract and work described above.

Contractor \_\_\_\_\_

Owner's approval \_\_\_\_\_

Inspector or Architect \_\_\_\_\_

*Partial Waiver Of Lien.*

State of Illinois )  
 ) SS.  
County of \_\_\_\_\_ )

To Whom It May Concern:

Whereas, the undersigned \_\_\_\_\_ ha \_\_\_\_\_ been employed by \_\_\_\_\_  
to furnish material and labor for the \_\_\_\_\_ at the premises commonly known as  
\_\_\_\_\_

The undersigned, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_) Dollars,  
and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
do \_\_\_\_\_ hereby waive and release any and all lien or claim or right of lien under the  
Statutes of Illinois relating to Mechanic's liens on the above described premises and  
improvements thereon and on the monies or other considerations due or become due from  
the owner on account of labor or services, material, fixtures, apparatus or machinery  
heretofore furnished to this date by the undersigned for the above described premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

[Affix corporate seal here.]

\_\_\_\_\_  
(Signature of secretary  
of corporation)

\_\_\_\_\_  
(Signature of sole owner or  
authorized representative of  
corporation or partnership)

All waivers must state the actual amount paid and the affidavit on the reverse side  
hereof must be completely filled out, signed and sworn to before a Notary Public.

Waivers from all material men and subcontractors (labor and material) must be  
furnished.

Contractor's Affidavit On Reverse Must Be Filled In, Signed And Notarized.

*Pay Out Order.*

\_\_\_\_\_ Date \_\_\_\_\_, 19\_\_\_\_\_  
(Name of Paying Agent)

Address of Property \_\_\_\_\_

Statement of Account

|                          |          |
|--------------------------|----------|
| Contract Price           | \$ _____ |
| Extras                   | \$ _____ |
| Deduct Credit            | \$ _____ |
| Previously Paid          | \$ _____ |
| Balance                  | \$ _____ |
| This Payment             | \$ _____ |
| Balance to<br>Become Due | \$ _____ |

Amount \$ \_\_\_\_\_

In favor of \_\_\_\_\_

For \_\_\_\_\_

This is to certify that \_\_\_\_\_ is entitled to a payment of \$ \_\_\_\_\_ on account of the contract and work described above.

Contractor \_\_\_\_\_

Owner's approval \_\_\_\_\_

Inspector or Architect. \_\_\_\_\_

*Final Waiver Of Lien.*

State of Illinois )  
 ) SS.  
County of \_\_\_\_\_ )

To Whom It May Concern:

Whereas, the undersigned \_\_\_\_\_ ha \_\_\_ been employed by \_\_\_\_\_  
to furnish material and labor for the \_\_\_\_\_ at the premises commonly known as  
\_\_\_\_\_

The undersigned, for and in consideration of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars,  
and other good and valuable considerations, the receipt whereof is hereby acknowledged,  
do \_\_\_\_\_ hereby waive and release any and all lien or claim or right of lien under  
the Statutes of Illinois relating to Mechanic's liens, on the above described premises and  
improvements thereon and on the monies or other considerations due or become due from  
the owner on account of labor or services, material, fixtures, apparatus or machinery  
heretofore furnished or which may be furnished at any time hereafter by the undersigned  
for the above described premises.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_

[Affix corporate seal here.]

\_\_\_\_\_  
(Signature of secretary  
of corporation)

\_\_\_\_\_  
(Signature of sole owner or  
authorized representative of  
corporation or partnership)

All waivers must state the actual amount paid and the affidavit on the reverse side  
hereof must be completely filled out, signed and sworn to before a Notary Public.

Waivers from all material men and subcontractors (labor and material) must be  
furnished.

*Contractor's Affidavit.*

State of Illinois )  
 ) SS.  
County of \_\_\_\_\_ )

To Whom It May Concern:

The undersigned, first being duly sworn, deposes and says that he is \_\_\_\_\_ of the \_\_\_\_\_  
(Sole Owner, Partner, or Officer) (Firm Name)

the contractor employed by \_\_\_\_\_

for the \_\_\_\_\_ work on building(s)

located at \_\_\_\_\_ and owned by \_\_\_\_\_

That the total amount of the contract is \$ \_\_\_\_\_ on which he has received payment of \$ \_\_\_\_\_ that the following statement includes: The names of all parties who have furnished or who have been contracted with by affiant to furnish material or labor for said improvement and the amounts furnished by, contracted for, paid or due and to become due each; and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

| Names And Addresses | What For | Contract Price | Amount Paid | This Payment | Balance Due |
|---------------------|----------|----------------|-------------|--------------|-------------|
|                     |          |                |             |              |             |
|                     |          |                |             |              |             |
|                     |          |                |             |              |             |
|                     |          |                |             |              |             |
|                     |          |                |             |              |             |

Total Labor and Material to Complete: \_\_\_\_\_

All material (except as above listed) has been or will be furnished from my (our) own stock and has been paid for in full.

**Contractor's Affidavit On Reverse Must Be Filled In, Signed And Notarized.**

The undersigned further states that there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material labor or other work of any kind done or to be done upon or in connection with said work other than above stated; that all waivers are true, correct, and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers.

---

Sign only: Name of the individual, who is the affiant making this affidavit. This affidavit accepted Only when signed by: sole owner, co-partner, or an officer of a Corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day \_\_\_\_\_ A.D. 19\_\_\_\_.

---

Notary Public

**Must Be Notarized**

*(Sub)Exhibit "L"*

*To Redevelopment Agreement.*

*Rehabilitation Of The Harris-Selwyn Theatres.*



|   | Estimated Cost<br>For Completion | Total<br>Cost |
|---|----------------------------------|---------------|
| <b>Rehabilitation:</b>                            |                                  |               |
| General   | \$ _____                         | \$ _____      |
| Mechanical  | _____                            | _____         |
| Electrical  | _____                            | _____         |
| Plumbing  | _____                            | _____         |
| Painting  | _____                            | _____         |
| Other   | _____                            | _____         |
| <b>Total Rehabilitation:</b>                      | \$ _____                         | \$ _____      |
| <br>  |                                  |               |
| <b>Public Related<br/>Improvements:</b>           |                                  |               |
| Sidewalks, Curbs                                  | \$ _____                         | \$ _____      |
| Utilities   | _____                            | _____         |
| Pavement  | _____                            | _____         |
| Other   | _____                            | _____         |
| <b>Total Public<br/>Improvements:</b>             | \$ _____                         | \$ _____      |
| <br>  |                                  |               |
| <b>Signage and Other<br/>Facade Improvements:</b> | _____                            | _____         |
| <br>  |                                  |               |
| <b>Total Projected<br/>Cost:</b>                  | \$ _____                         | \$ _____      |

I, \_\_\_\_\_, hereby certify that the above project cost analysis is true and correct.

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

*(Sub)Exhibit "M"*

*To Redevelopment Agreement.*

*Architect's Certificate For Payment.*

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the Amount Certified.

Amount Certified ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for)

Architect:

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

This Certificate is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

(Sub)Exhibit "J".  
To Redevelopment Agreement.  
(Page 1 of 2)

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT C702

TO (Owner):

PROJECT:

APPLICATION NO:

PERIOD FROM:  
TO:

ATTENTION:

CONTRACT FOR:

ARCHITECT'S  
PROJECT NO:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document C703, is attached.

The present status of the account for this Contract is as follows:

| CHANGE ORDER SUMMARY                               |               | ADDITIONS | DEDUCTIONS |
|--|---------------|-----------|------------|
| Change Orders approved in previous months by Owner |               |           |            |
| TOTAL  |               |           |            |
| Approved this Month                                |               |           |            |
| Number   | Date Approved |           |            |
| TOTALS   |               |           |            |
| Net change by Change Orders                        |               |           |            |

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

PAGE TWO OF PAGES

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

100

ORIGINAL CONTRACT SUM

Net change by Change Orders

CONTRACT SUM TO DATE

TOTAL COMPLETED & STORED TO DATE  
(Column C on C703)

RETAINAGE %  
or total in Column I on C703

TOTAL EARNED LESS RETAINAGE

LESS PREVIOUS CERTIFICATES FOR PAYMENT

CURRENT PAYMENT DUE

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Notary Public: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied for.)  
ARCHITECT: \_\_\_\_\_

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

(Sub)Exhibit "J".  
To Redevelopment Agreement.  
(Page 2 of 2)

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE

2

PAGE

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: \_\_\_\_\_  
APPLICATION DATE: \_\_\_\_\_  
PERIOD FROM: \_\_\_\_\_ TO: \_\_\_\_\_  
ARCHITECT'S PROJECT NO.: \_\_\_\_\_

| A<br>ITEM No. | B<br>DESCRIPTION OF WORK | C<br>SCHEDULED VALUE | D<br>Previous Applications | E<br>WORK COMPLETED |               |                                  | G<br>TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H<br>% (G-C) | I<br>BALANCE TO FINISH (C-G) | J<br>RETAINAGE |
|---------------|--------------------------|----------------------|----------------------------|---------------------|---------------|----------------------------------|---|--------------|------------------------------|----------------|
|               |                          |                      |                            | This Application    | Work in Place | Stored Materials (not in D or E) |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |
|               |                          |                      |                            |                     |               |                                  |   |              |                              |                |

SUBMISSION OF GRANT APPLICATION TO ILLINOIS DEPARTMENT  
OF TRANSPORTATION UNDER OPERATION GREENLIGHT  
PROGRAM FOR SOUTHWEST TRANSIT  
PARK-AND-RIDE PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 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 Transportation for the Southwest Transit Park-And-Ride Project, in the amount of \$1,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Illinois Senate Bill 435, Section 28, has authorized the Illinois Department of Transportation ("I.D.O.T.") to award grants under its Operation Greenlight Program; and

WHEREAS, Under the Operation Greenlight Program, the Illinois State Legislature has appropriated the sum of \$37,500,000, to be allocated over a five-year period, by I.D.O.T. to the City of Chicago (the "City") to carry out transit related capital improvements; and

WHEREAS, Funding in the amount of \$2,618,000 has been appropriated under Section 149, subsection 30 of the Federal-Aid Highway Act of 1987 for preliminary engineering and construction of two demonstration park-and-ride facilities to be built near the Southwest Transit Line; and

WHEREAS, By an ordinance passed by the City Council of the City of Chicago (March 9, 1988, Council Journal page 11101) the City Council authorized the execution of a project agreement between the City and the State of Illinois providing \$300,000 for preliminary engineering of the park-and-ride facilities; and

WHEREAS, It is now necessary to apply for funds in an amount up to \$1,500,000 to supplement the available federal funds of \$2,094,400 to acquire land and construct park-and-ride facilities at the Midway Terminal on the Southwest Transit Line for the Southwest Transit Park-and-Ride Project (the "Project"); and

WHEREAS, The Chicago Department of Public Works will seek funds totalling \$1,500,000 (100%) from I.D.O.T., with no local match required by the City; now, therefore,

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

SECTION 1. The Mayor is authorized to execute and file a grant application with I.D.O.T. for funds in an amount up to \$1,500,000, with no local match required by the City for the Project.

SECTION 2. The Mayor is authorized to act in connection with such applications, to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations as may be required by I.D.O.T.

SECTION 3. The Commissioner of the Department of Public Works (the "Commissioner") 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 applications and award agreements for the grant funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with State and local requirements.

SECTION 5. The Mayor is hereby authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, the grant contracts pertaining to the Project in an amount totalling \$1,500,000 between the City and I.D.O.T.

SECTION 6. The City Council hereby appropriates the amount of \$1,500,000 or such amount as may actually be received from I.D.O.T. for the Project, thus bringing the total amount available to:

| Federal<br>Demonstration<br>(80%) | State<br>Match<br>(20%) | Operation<br>Greenlight<br>(100%) | Total       |
|-----------------------------------|-------------------------|-----------------------------------|-------------|
| \$2,094,400                       | \$523,600               | \$1,500,000                       | \$4,118,000 |

SECTION 7. The Comptroller is directed to disburse the grant funds as required to carry out the Project.

SECTION 8. The Mayor, the Commissioner, the Comptroller and 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, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable City and State statutes and regulations.

SECTION 9. That this ordinance shall be in full force and effect from and after its passage.

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**SUBMISSION OF GRANT APPLICATION TO ILLINOIS DEPARTMENT  
OF TRANSPORTATION UNDER OPERATION GREENLIGHT  
PROGRAM FOR DOWNTOWN BUS LAYOVER  
PROJECT.**

The Committee on Finance submitted the following report:

CHICAGO, May 16, 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 Transportation for the Downtown Bus Layover Project in the amount of \$2,000,000, having had the same under

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

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Illinois Senate Bill 435, Section 28, has authorized the Illinois Department of Transportation ("I.D.O.T.") to award grants under its Operation Greenlight Program; and

WHEREAS, Under the Operation Greenlight Program, the Illinois State Legislature has appropriated the sum of \$37,500,000, to be allocated over a five- year period, by I.D.O.T. to the City of Chicago (the "City") to carry out transit related capital improvement projects; and

WHEREAS, It is now necessary to apply for funds in an amount up to \$2,000,000 to develop two Central Area bus turnaround sites owned by the City and to acquire land and construct a facility for midday storage of buses near the Central Area between morning and evening rush periods for the Downtown Bus Layover Project (the "Project"); and

WHEREAS, The Chicago Department of Public Works will seek funds totalling \$2,000,000 (100%) from I.D.O.T., with no local match required by the City; now, therefore,

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



SECTION 1. That the Mayor is authorized to execute and file a grant application with I.D.O.T. for funds in an amount up to \$2,000,000, with no local match required by the City for the Project.

SECTION 2. The Mayor is authorized to act in connection with such applications, to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations as may be required by I.D.O.T.

SECTION 3. The Commissioner of the Department of Public Works (the "Commissioner") 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 applications and award agreements for the grant funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with state and local requirements.

SECTION 5. The Mayor is hereby authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, the grant contracts pertaining to the Project in an amount totalling \$2,000,000 between the City and I.D.O.T.

SECTION 6. The City Council hereby appropriates the amount of \$2,000,000 or such amount as may actually be received from I.D.O.T. for the Project.

SECTION 7. The City Comptroller is directed to disburse the grant funds as required to carry out the Project.

SECTION 8. The Mayor, the Commissioner, the City Comptroller and 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, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable City and State statutes and regulations.

SECTION 9. This ordinance shall be in full force and effect from and after its passage.

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

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a City/State Project Agreement with the State of Illinois for the repair of substandard bridge motors, in the amount of \$650,000, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

*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 and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the repair of substandard bridge motors at various locations throughout the City of Chicago, said agreement to be substantially in the following form:

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

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in full force and effect from and after its passage.

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

*City/State Project Agreement.*

*Repair Of Substandard Bridge Motors At  
Various Locations Throughout The City.*

*City Section No.:* \_\_\_\_\_

*State Job No.:* \_\_\_\_\_

*D.P.W. Job No.:* \_\_\_\_\_

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

*Witnesseth:*

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the repair of substandard bridge motors at various locations throughout the City, hereinafter referred to as the "Project" and identified in numbered paragraph 8 of this Agreement; and

Whereas, The Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes, as currently in effect, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding

with the end of State Fiscal Year 1994, and the Section 3 line item of that Memorandum which provides \$200,000,000 for City bridge capital improvements to be obligated by the City is the basis for State funds provided under this Agreement; and

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

The State Hereby Agrees:

1. To reimburse the City 100% of the costs incurred in connection with the construction of the Project, as hereinafter provided in numbered paragraph 9, upon receipt of progressive billings supported by documentation as required by the State.

The City Hereby Agrees:

2. To provide and/or cause to be provided all construction for the Project, in accordance with established procedures of the City and State.
3. To finance the work pending progressive reimbursement by the State of the costs involved, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.
4. To comply with all applicable executive orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.
5. To retain all Project records and to make them available for audit by State auditors during Project construction, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

The Parties Hereto Mutually Agree:

6. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
7. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

- 8. That said Project generally consists of the repair of substandard bridge motors at various drawbridges throughout the City. (All work will be done by City forces or by the City's service contractor under the supervision of the Department of Public Works.)

The motors will be removed, rehabilitated as necessary, and reinstalled. Break hubs and pinion gears will be removed from main drive motors for cleaning and inspection and all break linings and pivot pins will be freed. Deteriorated break linings will be replaced and all other appurtenances necessary to complete the Project will also be provided.

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

|                                   |       |                |
|-----------------------------------|-------|----------------|
| Service Contract Construction     | ..... | \$192,000      |
| Force Account Construction (City) | ..... | <u>458,000</u> |
| TOTAL:                            |       | \$650,000      |

and that 100% of the actual final costs will be paid by the State up to a maximum of \$650,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by amendment to this Agreement.

- 10. That the City shall be responsible for 100% of the cost of any work not eligible for State participation.
- 11. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$650,000) as authorized by the City Council.
- 12. That this Agreement and the covenants contained herein shall be void ab initio in the event the construction work contemplated herein is not completed by June 1, 1993.
- 13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

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

In Witness Whereof, The City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

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

Executed by the City of Chicago  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

The City of Chicago,  
a municipal corporation

Attest:

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

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

Reviewed as to Form and Legality  
(Subject to proper execution):

Approved:

By: \_\_\_\_\_  
Commissioner,  
Department of Public  
Works.

\_\_\_\_\_  
Assistant Corporation Counsel

Executed by the State of Illinois  
this \_\_\_\_\_ day of \_\_\_\_\_, 1990

Department of Transportation

By: \_\_\_\_\_  
Director of Highways,  
Illinois Department of  
Transportation.

Minority Business Enterprises Provisions attached to this Agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to

participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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SUBMISSION OF GRANT APPLICATION TO AND EXECUTION OF  
CONTRACTS WITH URBAN MASS TRANSPORTATION  
ADMINISTRATION FOR FISCAL YEAR 1991  
UNDER SECTION EIGHT TRANSIT  
PLANNING FUNDS.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 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 Urban Mass Transportation Administration under its Section 8 Planning Program for comprehensive transportation planning for the Chicago Metropolitan Region in the amount of \$3,952,500, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The U. S. Government, through its Department of Transportation, Urban Mass Transportation Administration ("U.M.T.A."), and under authority granted by Section 8 of the Urban Mass Transportation Act of 1964, (49 U.S.C. 1607) as amended, is authorized to award grants for transit planning; and

WHEREAS, These urban transit planning funds are provided through the Metropolitan Planning Organization (the "M.P.O.") for Northeastern Illinois; and

WHEREAS, The Policy Committee of the Chicago Area Transportation Study ("C.A.T.S."), the M.P.O. for Northeastern Illinois, is authorizing the City of Chicago (the "City") to act as applicant for and administrator of U.M.T.A. Section 8 transit planning funds for Fiscal Year 1991; and

WHEREAS, The City will act as applicant and administrator of these funds for the following agencies in the Northeastern Illinois Region: C.A.T.S., the Northeastern Illinois Planning Commission ("N.I.P.C."), the Regional Transportation Authority ("R.T.A."), the R.T.A. Commuter Rail Division, the R.T.A. Suburban Bus Division and the Chicago Transit Authority ("C.T.A."); and

WHEREAS, These agencies provide coordinated, comprehensive transportation planning and programming for the Chicago Metropolitan Region within the framework of the M.P.O.; and

WHEREAS, The reimbursement of grant funds will be made in accordance with agency budgets as allocated in the Fiscal Year 1991 Northeastern Illinois Unified Work Program, and any subsequent revisions thereto, as endorsed by the M.P.O. and U.M.T.A.; and

WHEREAS, Grant funds from the federal government to the aforesaid agencies will require no contribution from the City; and

WHEREAS, The Transit Planning Program for the Northeastern Illinois Region as identified in the Unified Work Program for F.Y. 1991 is not to exceed \$3,952,500 and the U. S. Department of Transportation, U.M.T.A. is offering to award a grant in an amount up to 80% of the total cost; and

WHEREAS, The local matching share, amounting to not more than \$1,440,000 is to be provided proportionately by the participating agencies based on each agency's share of the total grant; and

WHEREAS, It is required by U.M.T.A. in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the City gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964, and U.M.T.A. requirements thereunder; and

WHEREAS, It is the goal of the City that minority business enterprises be utilized to the fullest extent possible in connection with this project and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. The Mayor is authorized to file a grant application on behalf of the City with U.M.T.A. for F.Y. '91 Section 8 Transit Planning funds for the Northeastern Illinois Region in an amount up to \$3,952,500.

SECTION 2. The Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Public Works (the "Commissioner") and the Comptroller to approve, upon review by the Corporation Counsel as to form and legality, a grant contract and any subsequent amendments thereto in an amount up to \$3,952,500 with U.M.T.A.

SECTION 3. The Mayor is authorized to execute, the City Clerk to attest, the Commissioner and the Comptroller to approve, upon review by the Corporation Counsel as to form and legality, reimbursement agreements between the City and the following agencies: C.A.T.S., R.T.A., R.T.A. Commuter Rail Division, R.T.A. Suburban Bus Division, C.T.A. and N.I.P.C.

SECTION 4. The Commissioner is authorized to execute subsequent amendments to the reimbursement agreements.

SECTION 5. The Mayor is authorized to execute and file with the above grant application and grant contract an assurance or any document required by U.M.T.A. to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 6. The Mayor is authorized to set forth and execute affirmative minority business procurement needs.

SECTION 7. The Commissioner is authorized to provide assurances and to furnish such additional information as U.M.T.A. may require for this grant application and contract.

SECTION 8. The City will provide the local cash match in an amount up to \$114,600 from account numbers 100-9112-802 and 100-19-3010-0005.

SECTION 9. The Comptroller is directed to disburse grant funds in accordance with the budget of said contract and reimbursement agreements.

SECTION 10. This ordinance shall be in full force and effect from and after its passage.

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SUBMISSION OF GRANT APPLICATION TO ILLINOIS  
DEPARTMENT OF TRANSPORTATION UNDER  
OPERATION GREENLIGHT PROGRAM FOR  
LAKE/WELLS SUBWAY STATION  
PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 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 Transportation for the Lake/Wells Subway Station Project, in the amount of \$4,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Illinois Senate Bill 435, Section 28, has authorized the Illinois Department of Transportation ("I.D.O.T.") to award grants under its Operation Greenlight Program; and

WHEREAS, Under the Operation Greenlight Program, the Illinois State Legislature has appropriated the sum of \$37,500,000, to be allocated over a five- year period, by I.D.O.T. to the City of Chicago (the "City") to carry out transit related capital improvements; and

WHEREAS, By an ordinance passed by the City Council of the City of Chicago (July 9, 1985, Council Journal page 18658), the City Council authorized the submission of a grant application and the execution of a grant contract between the City and the U. S. Department of Transportation; and between the City and I.D.O.T. for funds for the renovation of the Lake/Transfer tunnel/platform and the Lake/Wells mezzanine for the Dearborn Street Subway Renovation Program; and

WHEREAS, It is now necessary to apply for funds in an amount up to \$4,000,000 to supplement available Interstate Transfer renovation monies of \$2,270,000 to provide for needed expansion of the Lake/Wells Transfer Station on the Dearborn subway for the Lake/Wells Subway Station Project (the "Project"); and

WHEREAS, The Chicago Department of Public Works will seek funds totalling \$4,000,000 (100%) from I.D.O.T., with no local match required by the City; now, therefore,

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

SECTION 1. The Mayor is authorized to execute and file a grant application with I.D.O.T. for funds in an amount up to \$4,000,000, with no local match required by the City for the Project.

SECTION 2. The Mayor is authorized to act in connection with such applications, to sign and submit such assurances and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations as may be required by I.D.O.T.

SECTION 3. The Commissioner of the Department of Public Works (the "Commissioner") 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 applications and award agreements for the grant funds.

SECTION 4. The Commissioner is authorized to carry out the Project in accordance with State and local requirements.

SECTION 5. The Mayor is hereby authorized to execute and the City Clerk to attest, subject to the review of the Corporation Counsel as to form and legality, the grant contracts pertaining to the Project in an amount totalling \$4,000,000 between the City and I.D.O.T.

SECTION 6. The City Council hereby appropriates the amount of \$4,000,000 or such amount as may actually be received from I.D.O.T. for the Project, thus bringing the total amount available to:

| Federal<br>(85%) | State<br>Match<br>(15%) | Operation<br>Greenlight<br>(100%) | Total       |
|------------------|-------------------------|-----------------------------------|-------------|
| \$1,929,500      | \$340,500               | \$4,000,000                       | \$6,270,000 |

SECTION 7. The Comptroller is directed to disburse the grant funds as required to carry out the Project.

SECTION 8. The Mayor, the Commissioner, the Comptroller and 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, contracts/agreements and amendments thereto pertaining to the Project, all in accordance with applicable City and State statutes and regulations.

SECTION 9. That this ordinance shall be in full force and effect from and after its passage.

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

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, to which had been referred (January 19, February 28, March 21, April 6 and April 25, 1990) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

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

Respectfully submitted,

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

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

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

*Nays* -- None.

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

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

## FREE PERMITS.

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

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

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

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

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

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*Cook County Courts And Criminal Buildings.*

*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 Cook County Courts and Criminal Buildings for the rehabilitation of a parking garage on the premises known as West 26th Street and South California Avenue.

Said building shall be used exclusively for county parking 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.

*Cook County Department Of Corrections.*

*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 Cook County Department of Corrections for the building of a dormitory on the premises known as West 26th Street and South California Avenue.

Said building shall be used exclusively for dormitory 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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*Cook County Hospital.*

*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 Cook County Hospital for construction of a building on the premises known as 1835 West Harrison Street.

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

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



*DePaul University.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to DePaul University for renovations to the Sanctuary at 2358 North Sheffield Avenue and also for renovations to Seton Hall at 2425 North Sheffield Avenue.

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

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

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*Northeastern University.*

*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 authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern University for electrical work on the premises known as 5500 North St. Louis Avenue.

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

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

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*Northeastern University -- Day Care Center.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern University -- Day Care Center for electrical work on the premises known as 5500 North St. Louis Avenue.

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

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

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*Our Savior Lutheran Church Of Norwood Park.*

*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 Our Savior Lutheran Church of Norwood Park for a handicapped access lift on the premises known as 6035 North Northcott Avenue.

Said building shall be used exclusively for eleemosynary and charitable 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.

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*Rapid Transit Authority.*

*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 Rapid Transit Authority for electrical installation work to be done by G. M. North Electrical Contractors,

1744 North Richmond Street, Chicago, on the premises known as Southwest Transit Stations.

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.

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LICENSE FEE EXEMPTIONS.

*Day Care Centers.*

*Accounters Community Center 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:

Accounters Community Center Day Care Center  
1155 West 81st Street.

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

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*Bethel 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:

Bethel Day Care Center  
1434 South Laflin Street.

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

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*Erie 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:

Erie Neighborhood House  
1347 West Erie Street.

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

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*Golden Gate 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:

Golden Gate Day Care Center  
432 East 134th Street.

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

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*Good Shepherd Lutheran Church And School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Good Shepherd Lutheran Church and School  
4200 West 62nd Street.

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

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*Hyde Park Neighborhood Club/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:

Hyde Park Neighborhood Club/Day Care Center  
5480 South Kenwood Avenue.

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

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*Lincoln Park Cooperative Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Lincoln Park Cooperative Nursery School  
1753 -- 1755 North Fern Court.

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

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*Lutheran Children's 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:

Lutheran Children's Center  
8765 West Higgins Road.

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

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*Lutheran Family Mission Day Care Center -- Site I.*

*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:

Lutheran Family Mission Day Care Center -- Site I  
855 North Monticello Avenue.

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

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*Maranatha Youth Ministries.*

*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:

Maranatha Youth Ministries  
1631 East 71st Street.

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

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*Marillac House/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:

Marillac House/Day Care Center  
2822 West Jackson Boulevard.

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

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*Moody Church Early Childhood 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:

Moody Church Early Childhood Day Care Center (Class 1)  
1609 North LaSalle Street.



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

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*New Concept Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

New Concept Development Center  
7524 South Cottage Grove Avenue.

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

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*Northwest Play School/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:

Northwest Play School/Day Care Center  
6015 North Francisco Avenue.

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

*Park West Cooperative Nursery School.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Park West Cooperative Nursery School  
2335 North Orchard Street.

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

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*Saint Chrysostom's Day 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 period, which expires April 30, 1991:

Saint Chrysostom's Day School  
1424 North Dearborn Parkway.

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

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*Sinai Nursery School And Kindergarten.*

*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:

Sinai Nursery School and Kindergarten  
1720 East 54th Street.

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

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*South Chicago Young Mens Christian Association 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:

South Chicago Y.M.C.A. Day Care Center  
Y.M.C.A. of Metropolitan Chicago  
3039 East 91st Street.

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

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*Stateway Gardens/Centers For New Horizons, Incorporated.*

*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:

Stateway Gardens/Centers for New Horizons, Incorporated  
Chicago Housing Authority  
3500 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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*Topsy Turby Nursery.*

*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:

Topsy Turby Nursery  
723 East 75th Street.

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

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*Virginia Frank Child Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1991:

Virginia Frank Child Development Center  
Jewish Federation of Metropolitan Chicago  
3033 West Touhy Avenue.

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

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*Young Womens Christian Association Northside Child  
Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current period, which expires April 30, 1991:

Y.W.C.A. Northside Child Development Center  
5244 North Lakewood Avenue.

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

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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, May 16, 1990.

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

Your Committee on Finance, to which had been referred on April 25, 1990, eight (8) 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the 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.<br>And Type Of<br>Inspection | Amount  |
|---|--|---------|
| Ada S. McKinley Community<br>Services, Incorporated<br>7933 -- 7943 South Western<br>Avenue | F4-917087<br>(Mech. Vent.)               | \$42.00 |
|   | F7-700788                                | 58.00   |
|   | F7-900695<br>(Furnace)                   | 78.00   |
| Anixter Rehab Center<br>2032 -- 2038 North Magnolia<br>Avenue                               | ---<br>(Signs)                           | 605.00  |
| Boys and Girls Club/Valentine<br>Unit<br>3400 South Emerald Avenue                          | P1-904583<br>(Fuel Burn. Equip.)         | 205.00  |
| Catholic Archdiocese/Our Lady<br>of Guadalupe Church<br>3208 East 91st Street               | B1-911462<br>(Bldg.)                     | 23.00   |
| Child Development Center<br>3033 West Touhy Avenue  | F4-000548<br>(Mech. Vent.)               | 26.00   |
| Grant Hospital of Chicago<br>551 West Grant Place   | F5-000242<br>(Ramp Maint.)               | 300.00  |

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INSTALLATION OF ALLEY AND/OR STREET LIGHTS  
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration four orders authorizing the installation of alley and/or street lights at various locations:

|                   |  |
|-------------------|--|
| Alderman Davis    | Alley light -- 5609 West Iowa Street,  |
| Alderman Laurino  | Alley light -- 4833 North Drake Avenue,  |
| Alderman M. Smith | Alley light -- 4828 North Kenmore Avenue, and  |
| Alderman Stone    | Street light -- North Seeley Avenue, approximately 55 feet north of West Hood Avenue (Granville Courts), |

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the four 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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



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

*5609 West Iowa Street.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at approximately 5609 West Iowa Street.

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*4833 North Drake 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 4833 North Drake Avenue.

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*4828 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 in back of the premises at 4828 North Kenmore Avenue.

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*North Seeley Avenue, Near West Hood Avenue.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light on North Seeley Avenue (west side) approximately 55 feet north of West Hood Avenue (Granville Courts).

REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL  
POLICE EMPLOYED BY UNIVERSITY  
OF ILLINOIS.

The Committee on Finance submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance submitted by Alderman Hansen authorizing the reduction in license fees for the employment of special policemen at the University of Illinois, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

University of Illinois  
836 West Wellington Avenue  
Affiliations: College of Medicine,  
College of Dentistry, and  
Nursing and Associated Health Professions.

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

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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, May 16, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 15530  
through 15541 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

(Continued on page 15542)

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| ADAMSKI                   | POLICE OFFICER   | THIRTEENTH DISTRICT            | 9/26/89      | 90.00         |
| ALDRICH                   | POLICE OFFICER   | TWENTY-NINTH DISTRICT          | 12/21/89     | 656.50        |
| ALLEN                     | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 12/21/89     | 65.00         |
| AMELIO                    | POLICE OFFICER   | TWENTY-NINTH DISTRICT          | 12/26/89     | 934.70        |
| AMIEI                     | POLICE OFFICER   | PUBLIC HOUSING DIVISION-NORTH  | 12/03/89     | 68.25         |
| ANDERSON                  | POLICE OFFICER   | NINTH DISTRICT                 | 1/30/89      | 40.00         |
| ANDERSON                  | POLICE OFFICER   | TENH DISTRICT                  | 10/15/89     | 84.50         |
| ANDERSON                  | POLICE OFFICER   | SIXTEENTH DISTRICT             | 11/15/89     | 43.00         |
| ANDRUZZI                  | POLICE OFFICER   | NINETEENTH DISTRICT            | 12/02/89     | 19.00         |
| ARENS                     | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/10/90      | 465.45        |
| ARNISTEAD                 | POLICE OFFICER   | SIXTH DISTRICT                 | 11/04/89     | 35.00         |
| BAIO                      | POLICE OFFICER   | SIXTH DISTRICT                 | 1/05/90      | 176.78        |
| BAJENSKI                  | POLICE OFFICER   | WIDE CONTROL SECTION           | 1/22/90      | 300.00        |
| BAKER                     | POLICE OFFICER   | EIGHTH DISTRICT                | 11/15/89     | 1653.23       |
| BALZANO                   | POLICE OFFICER   | CANINE UNIT                    | 12/29/89     | 9035.70       |
| BANACH                    | POLICE OFFICER   | ELEVENTH DISTRICT              | 1/03/90      | 708.99        |
| BARRY                     | POLICE OFFICER   | FOURTH DISTRICT                | 1/26/90      | 218.00        |
| BARTKOWIAK                | POLICE OFFICER   | FOURTH DISTRICT                | 1/31/90      | 607.00        |
| BEAUGHS                   | POLICE OFFICER   | FOURTEENTH DISTRICT            | 12/31/89     | 40.00         |
| BEASLEY                   | POLICE OFFICER   | SIXTEENTH DISTRICT             | 3/14/89      | 315.00        |
| BECKOH                    | POLICE OFFICER   | PUBLIC TRANSPORTATION M.T.S.   | 1/23/90      | 487.00        |
| BEHLING                   | POLICE OFFICER   | ELEVENTH DISTRICT              | 12/08/89     | 55.70         |
| BELLA                     | POLICE OFFICER   | TWENTY-FIRST DISTRICT          | 11/13/89     | 140.00        |
| BOKOMSKI                  | POLICE OFFICER   | EIGHTH DISTRICT                | 11/22/89     | 1580.00       |
| BONK                      | POLICE OFFICER   | PUBLIC TRANSPORTATION M.T.S.   | 12/29/88     | 35.00         |
| BORGINI                   | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/05/90      | 506.90        |
| BORKOWSKI                 | POLICE OFFICER   | PUBLIC TRANSPORTATION M.T.S.   | 4/27/89      | 2078.96       |
| BOSKY                     | POLICE OFFICER   | TWENTY-FIFTH DISTRICT          | 11/30/84     | 371.00        |
| BOSSE                     | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 7/24/89      | 800.00        |
| BOTWINSKI                 | POLICE OFFICER   | DETECTIVE DIV AREA 3 PROPERTY  | 1/21/90      | 6376.84       |
| BRADLEY                   | POLICE OFFICER   | THIRD DISTRICT                 | 8/01/89      | 318.20        |
| BRADY                     | POLICE OFFICER   | TWENTY-SECOND DISTRICT         | 1/15/90      | 159.00        |
| BRENNER                   | POLICE OFFICER   | SIXTH DISTRICT                 | 1/07/90      | 906.60        |
| BRITTE JR                 | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 12/02/89     | 16.00         |
| BROGI                     | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 1/27/90      | 378.00        |
| BROWN                     | POLICE OFFICER   | INTERSECTION CONTROL UNIT      | 1/15/90      | 700.75        |
| BURKART                   | POLICE OFFICER   | SIXTH DISTRICT                 | 11/29/86     | 108.00        |
| BUTLER                    | POLICE OFFICER   | TWENTY-NINTH DISTRICT          | 1/27/90      | 194.15        |
| CALDBECK                  | POLICE OFFICER   | ELEVENTH DISTRICT              | 4/10/89      | 58.00         |
| CAREY                     | POLICE OFFICER   | ELEVENTH DISTRICT              | 12/18/89     | 250.00        |
| CASTANEDA                 | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 12/07/89     | 68.25         |
| CEJA                      | POLICE OFFICER   | TWENTY-NINTH DISTRICT          | 4/14/89      | 40.00         |
| CHENGARY                  | POLICE OFFICER   | NINTH DISTRICT                 | 6/24/89      | 5.00          |
| CHRISTOPHER               | POLICE OFFICER   | SIXTH DISTRICT                 | 12/09/89     | 240.00        |
| COGLEY                    | POLICE OFFICER   | INTERSECTION CONTROL UNIT      | 4/14/89      | 318.75        |
| CORCORAN                  | POLICE OFFICER   | TENH DISTRICT                  | 10/11/88     | 289.00        |
| CORTES                    | POLICE OFFICER   | NINTH DISTRICT                 | 6/20/89      | 89.00         |
| NEPCEDES                  | POLICE OFFICER   | TWENTY-FIRST DISTRICT          | 12/21/89     | 30.00         |
| NEPCEDES                  | POLICE OFFICER   | TWENTY-FIRST DISTRICT          | 12/21/89     | 955.00        |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| EMPLOYEE NAME   | *****      | *****          | ***** | ***** | UNIT OF ASSIGNMENT           | *****     | DATE INJURED | VOUCHER TOTAL |
|-----------------|------------|----------------|-------|-------|------------------------------|-----------|--------------|---------------|
| COUGHLIN        | NANCY      | POLICE OFFICER | ***** | ***** | TWENTYTH DISTRICT            | *****     | 9/04/89      | 395.00        |
| CROSS           | SHELTON D  | POLICE OFFICER | ***** | ***** | FIRST DISTRICT               | *****     | 1/18/90      | 2898.05       |
| CROSSWELL       | JEROLYNNE  | POLICE OFFICER | ***** | ***** | ELEVENTH DISTRICT            | *****     | 1/09/90      | 648.25        |
| CRUZ            | GERALD     | POLICE OFFICER | ***** | ***** | FOURTEENTH DISTRICT          | *****     | 12/31/89     | 40.00         |
| CUMMINGS        | MICHAEL    | POLICE OFFICER | ***** | ***** | THIRD DISTRICT               | *****     | 10/05/89     | 282.00        |
| CUMMINGS        | MICHAEL J  | POLICE OFFICER | ***** | ***** | DETECTIVE DIV AREA 2         | VIOLENT C | 11/10/89     | 77.00         |
| CZAHOR          | PATRICK    | POLICE OFFICER | ***** | ***** | NINTH DISTRICT               | *****     | 12/19/89     | 4548.02       |
| DART            | ROBERT W   | POLICE OFFICER | ***** | ***** | PUBLIC TRANSPORTATION        | M.I.S.    | 12/20/89     | 1002.50       |
| DAVIS           | CAROLYN E  | POLICE OFFICER | ***** | ***** | FIFTH DISTRICT               | *****     | 9/18/89      | 397.56        |
| DANSON          | GLORIA     | POLICE OFFICER | ***** | ***** | COMMUNICATIONS OPERATIONS    | SEC1      | 4/11/89      | 98.00         |
| DEANGELES       | PHILIP     | POLICE OFFICER | ***** | ***** | YOUTH DIVISION AREA          | THREE     | 12/11/89     | 3602.00       |
| DEAVILA         | RUKEN      | POLICE OFFICER | ***** | ***** | TENTH DISTRICT               | *****     | 10/30/89     | 125.00        |
| DECARLO         | DANIEL J   | POLICE OFFICER | ***** | ***** | WELFTH DISTRICT              | *****     | 9/06/89      | 6319.50       |
| DOMAGALA        | BERNARD    | POLICE OFFICER | ***** | ***** | GANG CRIMES ENFORCEMENT      | DIVISI    | 7/14/88      | 494.00        |
| DUNNE           | THOMAS H   | POLICE OFFICER | ***** | ***** | EIGHTEENTH DISTRICT          | *****     | 6/17/82      | 125.00        |
| EGGERS          | JERRY R    | POLICE OFFICER | ***** | ***** | SIXTEENTH DISTRICT           | *****     | 7/16/89      | 11152.80      |
| ENGSTROM        | MICHELLE C | POLICE OFFICER | ***** | ***** | TWENTY-SECOND DISTRICT       | *****     | 9/25/89      | 1040.00       |
| ERKLIN          | ROBERT E   | POLICE OFFICER | ***** | ***** | EIGHTH DISTRICT              | *****     | 9/29/89      | 62.45         |
| ESPINOZA        | CARLOS     | POLICE OFFICER | ***** | ***** | NINTH DISTRICT               | *****     | 12/27/89     | 604.50        |
| FARRELL         | ROBERT J   | POLICE OFFICER | ***** | ***** | SEVENTEENTH DISTRICT         | *****     | 7/12/80      | 10730.00      |
| FITZGERALD      | ROBERT J   | POLICE OFFICER | ***** | ***** | TENTH DISTRICT               | *****     | 12/15/89     | 340.00        |
| FITZPATRICK     | WILLIAM    | POLICE OFFICER | ***** | ***** | MAJOR ACCIDENT INVESTIGATION | S         | 7/15/89      | 407.00        |
| FOGARTY         | TERRENCE M | POLICE OFFICER | ***** | ***** | FIRST DISTRICT               | *****     | 10/02/89     | 15.00         |
| FRANCO          | LINDA      | POLICE OFFICER | ***** | ***** | SECOND DISTRICT              | *****     | 1/06/90      | 75.00         |
| FRANZEN         | TERRENCE   | POLICE OFFICER | ***** | ***** | TENTH DISTRICT               | *****     | 9/24/89      | 45.00         |
| FROGLI          | JOSEPH     | POLICE OFFICER | ***** | ***** | SIXTEENTH DISTRICT           | *****     | 11/05/89     | 31.98         |
| FURTH           | ARTHUR A   | POLICE OFFICER | ***** | ***** | FOURTEENTH DISTRICT          | *****     | 12/29/89     | 32.00         |
| GALBRETH-NODICA | DEWYSE H   | POLICE OFFICER | ***** | ***** | FIFTEENTH DISTRICT           | *****     | 1/30/90      | 176.00        |
| GARRETT         | EDDIE E    | POLICE OFFICER | ***** | ***** | THIRD DISTRICT               | *****     | 7/28/89      | 783.45        |
| GARZA           | STON       | POLICE OFFICER | ***** | ***** | THIRTEENTH DISTRICT          | *****     | 1/10/90      | 57.00         |
| GATLIFF         | DALE       | POLICE OFFICER | ***** | ***** | FOURTH DISTRICT              | *****     | 1/10/90      | 839.38        |
| GENTILE         | JOSEPH     | POLICE OFFICER | ***** | ***** | RECRUIT TRAINING             | *****     | 11/16/89     | 125.00        |
| GENTILE         | JOSEPH     | POLICE OFFICER | ***** | ***** | FOURTEENTH DISTRICT          | *****     | 1/21/90      | 193.50        |
| GENTILE         | TERENCE    | POLICE OFFICER | ***** | ***** | FIFTH DISTRICT               | *****     | 1/23/90      | 268.35        |
| GIBBONS         | THOMAS J   | POLICE OFFICER | ***** | ***** | NINTH DISTRICT               | *****     | 12/22/89     | 65.00         |
| GODDARD         | DANIEL     | POLICE OFFICER | ***** | ***** | SECOND DISTRICT              | *****     | 12/22/89     | 150.00        |
| GONZALES        | JAMES      | POLICE OFFICER | ***** | ***** | TWELFTH DISTRICT             | *****     | 1/23/90      | 605.00        |
| GONZALES        | LINDA      | POLICE OFFICER | ***** | ***** | FOURTEENTH DISTRICT          | *****     | 1/28/90      | 237.00        |
| GORDON          | RONALD J   | POLICE OFFICER | ***** | ***** | INTERSECTION CONTROL UNIT    | *****     | 10/06/88     | 5624.00       |
| GORDON-GOLDON   | ROSE L     | POLICE OFFICER | ***** | ***** | YOUTH DIVISION AREA ONE      | *****     | 12/20/89     | 739.00        |
| GOSA            | EDGAR      | POLICE OFFICER | ***** | ***** | THIRD DISTRICT               | *****     | 1/10/90      | 380.00        |
| GOWANS          | LUTHER B   | POLICE OFFICER | ***** | ***** | RECRUIT TRAINING             | *****     | 1/26/90      | 390.00        |
| GRANTHAM        | ANTHONY    | POLICE OFFICER | ***** | ***** | NINEENTH DISTRICT            | *****     | 12/16/89     | 18.00         |
| GREGOIRE        | PAUL       | POLICE OFFICER | ***** | ***** | GANG CRIMES ENFORCEMENT      | DIVISI    | 1/13/90      | 630.00        |
| GREGOR          | WILLIAM    | POLICE OFFICER | ***** | ***** | ENFORCEMENT SECTION          | *****     | 8/15/89      | 50.00         |
| GRIFFIN         | WAYNE A    | POLICE OFFICER | ***** | ***** | GANG CRIMES ENFORCEMENT      | DIVISI    | 11/19/89     | 21834.75      |
| GRIZZOFFI       | JOHN L     | POLICE OFFICER | ***** | ***** | CHARGE LAW ENFORCEMENT       | *****     | 1/19/90      | 149.00        |
| GULLTFORD       | WAYNE M    | POLICE OFFICER | ***** | ***** | ELEVENTH DISTRICT            | *****     | 1/02/90      | 776.00        |
| GUTIERREZ JR    | ALBERT     | POLICE OFFICER | ***** | ***** | TENTH DISTRICT               | *****     | 11/06/89     | 65.00         |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| HATR                      | POLICE OFFICER   | FIFTH DISTRICT                 | 1/13/90      | 679.00        |
| HAMIL                     | POLICE OFFICER   | TRAINING DIVISION              | 3/21/89      | 1310.50       |
| HANLEY                    | POLICE OFFICER   | SEVENTH DISTRICT               | 1/31/90      | 623.00        |
| HAREJ                     | POLICE OFFICER   | FIFTEENTH DISTRICT             | 12/05/89     | 65.00         |
| HARMON                    | POLICE OFFICER   | RECRUIT TRAINING               | 1/06/89      | 251.50        |
| HARRISON                  | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 1/24/90      | 200.90        |
| HARVEY                    | POLICE OFFICER   | TWENTY-SECOND DISTRICT         | 1/18/90      | 365.75        |
| HAVLICEK                  | POLICE OFFICER   | FIRST DISTRICT                 | 12/08/89     | 316.54        |
| HAYNES                    | POLICE OFFICER   | RECRUIT TRAINING               | 8/05/89      | 202.00        |
| HENECHAN                  | POLICE OFFICER   | TENTH DISTRICT                 | 1/04/90      | 337.00        |
| HENSON                    | POLICE OFFICER   | SEVENTH DISTRICT               | 7/30/89      | 105.00        |
| HERNADEZ                  | POLICE OFFICER   | FOURTH DISTRICT                | 12/14/89     | 306.30        |
| HILFRING                  | POLICE OFFICER   | RECRUIT TRAINING               | 1/19/90      | 65.00         |
| HILL                      | POLICE OFFICER   | THIRD DISTRICT                 | 6/10/89      | 484.00        |
| HOFBAUER                  | POLICE OFFICER   | PUBLIC TRANSPORTATION M.T.S.   | 10/04/89     | 40.00         |
| HOFFMAN                   | POLICE OFFICER   | FIFTH DISTRICT                 | 7/15/89      | 184.00        |
| HORTON                    | POLICE OFFICER   | NINTH DISTRICT                 | 1/15/90      | 141.00        |
| HOWARD                    | POLICE OFFICER   | TWENTY-FIFTH DISTRICT          | 2/05/89      | 375.00        |
| HOWARD                    | POLICE OFFICER   | TWENTY-FIFTH DISTRICT          | 9/21/89      | 52.00         |
| HUGGETH                   | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 12/30/89     | 1151.02       |
| HUELS                     | POLICE OFFICER   | PUBLIC HOUSING DIVISION-SOUTH  | 1/17/90      | 210.00        |
| HUGHES                    | POLICE OFFICER   | YOUTH DIVISION AREA THREE      | 1/22/90      | 396.85        |
| HUGHES                    | POLICE OFFICER   | YOUTH DIVISION AREA THREE      | 11/03/89     | 16.25         |
| HAGIELLO                  | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 1/21/90      | 165.53        |
| JOHNSON                   | POLICE OFFICER   | FOURTH DISTRICT                | 12/04/89     | 443.00        |
| JOHNSON                   | POLICE OFFICER   | SIXTH DISTRICT                 | 12/09/89     | 742.90        |
| JOHNSON                   | POLICE OFFICER   | FOURTH DISTRICT                | 1/22/90      | 623.08        |
| JONES                     | POLICE OFFICER   | SEVENTH DISTRICT               | 12/17/89     | 169.00        |
| JONES                     | POLICE OFFICER   | ELEVENTH DISTRICT              | 11/02/89     | 110.00        |
| JONES                     | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 8/22/89      | 32.00         |
| JONES                     | POLICE OFFICER   | SEVENTH DISTRICT               | 6/18/89      | 50.00         |
| KARCZEMSKI                | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 1/23/89      | 45.00         |
| KAWASKI                   | POLICE OFFICER   | PARKOLIC GENERAL ENFORCEMENT   | 11/14/89     | 2956.00       |
| KAZUSKI                   | POLICE OFFICER   | ELEVENTH DISTRICT              | 1/20/90      | 77.09         |
| KEATING                   | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 1/15/90      | 1739.57       |
| KEATING                   | POLICE OFFICER   | NINTH DISTRICT                 | 1/17/90      | 497.40        |
| KELLER                    | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 12/26/89     | 16.00         |
| KEYES                     | POLICE OFFICER   | FOURTH DISTRICT                | 1/31/90      | 478.00        |
| KING                      | POLICE OFFICER   | PUBLIC TRANSPORTATION M.T.S.   | 1/08/90      | 209.00        |
| KISS                      | POLICE OFFICER   | FOURTEENTH DISTRICT            | 1/30/90      | 205.00        |
| KISS                      | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 6/14/89      | 60.00         |
| KLUSMAN                   | POLICE OFFICER   | FOURTEENTH DISTRICT            | 12/08/89     | 100.00        |
| KLOFSKY                   | POLICE OFFICER   | TWELFTH DISTRICT               | 1/05/90      | 986.00        |
| KOSTECKI                  | POLICE OFFICER   | TWELFTH DISTRICT               | 12/08/89     | 1362.27       |
| KURIK                     | POLICE OFFICER   | SIXTEENTH DISTRICT             | 3/15/89      | 80.00         |
| KUNIS                     | POLICE OFFICER   | FIFTH DISTRICT                 | 1/06/90      | 531.00        |
| KUNZ                      | POLICE OFFICER   | NINTH DISTRICT                 | 1/14/90      | 99.00         |
| KUYKEN                    | POLICE OFFICER   | THIRTEENTH DISTRICT            | 1/19/90      | 486.00        |
| KUZAS                     | POLICE OFFICER   | ELEVENTH DISTRICT              | 1/20/90      | 682.50        |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| EMPLOYEE NAME | ***** WORK ***** | UNIT OF ASSIGNMENT             | DATE INJURED | VOUCHER TOTAL |
|---------------|------------------|--------------------------------|--------------|---------------|
| LANGRAUER     | POLICE OFFICER   | TENTH DISTRICT                 | 10/14/86     | 3364.74       |
| LANNING       | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 5/23/89      | 477.00        |
| LAFOINTE      | POLICE OFFICER   | ELEVENTH DISTRICT              | 12/17/89     | 259.00        |
| LAFFE         | POLICE OFFICER   | SIXTEENTH DISTRICT             | 4/23/88      | 43.67         |
| LAW           | POLICE OFFICER   | THIRD DISTRICT                 | 5/07/89      | 21.00         |
| LEARN JR      | POLICE OFFICER   | FOURTH DISTRICT                | 12/02/89     | 332.00        |
| LEADY         | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 7/01/89      | 16.00         |
| LEBRON        | POLICE OFFICER   | CARLINE UNIT                   | 12/05/89     | 240.00        |
| LEE           | POLICE OFFICER   | ELEVENTH DISTRICT              | 11/08/89     | 246.00        |
| LEUNG         | POLICE OFFICER   | FIRST DISTRICT                 | 1/18/90      | 1864.70       |
| LIVERSOOD     | POLICE OFFICER   | TWENTIETH DISTRICT             | 1/24/90      | 276.99        |
| LIZGANO       | POLICE OFFICER   | OHARE LAW ENFORCEMENT          | 11/07/89     | 17.25         |
| LOTOLCE       | POLICE OFFICER   | THIRD DISTRICT                 | 5/26/89      | 50.00         |
| LOOMIS        | POLICE OFFICER   | NINETEENTH DISTRICT            | 8/24/89      | 8500.00       |
| LOTTIS        | POLICE OFFICER   | OHARE LAW ENFORCEMENT          | 1/01/90      | 27.50         |
| MACHINA       | POLICE OFFICER   | NINETEENTH DISTRICT            | 1/04/90      | 564.15        |
| MACK          | POLICE OFFICER   | AUTO THEFT SECTION             | 10/24/87     | 558.00        |
| MAHER         | POLICE OFFICER   | DETECTIVE DIV AREA 4 ADMINISTR | 1/10/90      | 234.00        |
| MAHON         | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 12/14/89     | 37.00         |
| MAHONEY       | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 9/06/89      | 20192.75      |
| MAIELLARO     | POLICE OFFICER   | SEVENTH DISTRICT               | 8/27/89      | 2381.62       |
| MAKARZYK      | POLICE OFFICER   | TWENTIETH DISTRICT             | 10/30/89     | 130.00        |
| MALDONADO     | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/08/90      | 152.00        |
| MALES         | POLICE OFFICER   | TENTH DISTRICT                 | 1/03/90      | 100.00        |
| MALOBLOCKI    | POLICE OFFICER   | ELEVENTH DISTRICT              | 1/04/90      | 286.58        |
| MALONEY       | POLICE OFFICER   | FOURTH DISTRICT                | 12/27/89     | 406.35        |
| MARCH         | POLICE OFFICER   | NINETEENTH DISTRICT            | 1/31/90      | 395.00        |
| MARSH         | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 1/08/90      | 80.05         |
| MARTINEK      | POLICE OFFICER   | NINETEENTH DISTRICT            | 12/26/89     | 36.00         |
| MASHIDA       | POLICE OFFICER   | TWENTIETH DISTRICT             | 12/13/89     | 16.00         |
| MATUSZAK      | POLICE OFFICER   | SEVENTEENTH DISTRICT           | 1/21/90      | 155.00        |
| MAXIMINT      | POLICE OFFICER   | THIRD DISTRICT                 | 9/16/86      | 50.00         |
| MCCANN        | POLICE OFFICER   | NINTH DISTRICT                 | 11/18/89     | 2643.85       |
| MCCANN        | POLICE OFFICER   | FOURTEENTH DISTRICT            | 1/20/87      | 39891.93      |
| MCCARTHY      | POLICE OFFICER   | SIXTH DISTRICT                 | 1/31/90      | 433.25        |
| MCCARTHY      | POLICE OFFICER   | FIFTH DISTRICT                 | 1/18/89      | 100.00        |
| MCCLELLAN     | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 10/12/89     | 1580.00       |
| MCDERMOTT     | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 1/15/90      | 246.00        |
| MCDONALD      | POLICE OFFICER   | FOURTH DISTRICT                | 1/07/89      | 16.00         |
| MCGANN        | POLICE OFFICER   | SIXTH DISTRICT                 | 12/14/89     | 908.00        |
| MCGIVNEY      | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/08/90      | 177.00        |
| MCKEE         | POLICE OFFICER   | TWENTY-THIRD DISTRICT          | 1/30/90      | 176.00        |
| MCKNAB        | POLICE OFFICER   | TENTH DISTRICT                 | 2/16/88      | 770.35        |
| MCLAIN        | POLICE OFFICER   | SECOND DISTRICT                | 11/24/88     | 506.00        |
| MCMAHAN       | POLICE OFFICER   | TWENTY-FIRST DISTRICT          | 1/07/90      | 102.00        |
| MCMANAMON     | POLICE OFFICER   | THIRTEENTH DISTRICT            | 3/29/84      | 30.00         |
|               | POLICE OFFICER   | TWENTY-FOURTH DISTRICT         | 6/23/89      | 45.00         |
|               | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/19/90      | 828.20        |
|               | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/10/87      | 95.00         |



CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| EMPLOYEE NAME | WORK           | UNIT OF ASSIGNMENT             | DATE INJURED | VOUCHER TOTAL |
|---------------|----------------|--------------------------------|--------------|---------------|
| *****         | *****          | *****                          | *****        | *****         |
| MEDINA        | POLICE OFFICER | TRAINING DIVISION              | 5/17/89      | 522.00        |
| MEHAN         | POLICE OFFICER | FIFTEENTH DISTRICT             | 5/14/89      | 1607.50       |
| MERCADO       | POLICE OFFICER | THIRTEENTH DISTRICT            | 7/04/89      | 195.00        |
| MERRITTEATHER | POLICE OFFICER | THIRD DISTRICT                 | 12/30/89     | 472.00        |
| MERTZ         | POLICE OFFICER | SEVENTH DISTRICT               | 8/27/89      | 20.00         |
| MESSINA       | POLICE OFFICER | FOURTEENTH DISTRICT            | 1/23/90      | 77.50         |
| MICEK         | POLICE OFFICER | BOMB AND ARSON SECTION         | 1/19/90      | 150.00        |
| MICHALSKI     | POLICE OFFICER | FOURTEENTH DISTRICT            | 5/17/88      | 25.00         |
| MILZ          | POLICE OFFICER | TWENTY-THIRD DISTRICT          | 1/16/90      | 440.25        |
| MIRANDA       | POLICE OFFICER | TWENTY-FIRST DISTRICT          | 9/04/89      | 50.00         |
| MITCHELL      | POLICE OFFICER | SIXTH DISTRICT                 | 1/02/90      | 146.00        |
| MITTLER       | POLICE OFFICER | TWENTY-FIFTH DISTRICT          | 5/12/89      | 41.00         |
| MITZNER       | POLICE OFFICER | EIGHTEENTH DISTRICT            | 12/25/89     | 1127.75       |
| MOCKUS        | POLICE OFFICER | EIGHTEENTH DISTRICT            | 5/29/89      | 594.69        |
| MOEGATH       | POLICE OFFICER | TWENTY-THIRD DISTRICT          | 1/19/90      | 247.50        |
| MOORE         | POLICE OFFICER | FIFTEENTH DISTRICT             | 10/05/89     | 7.00          |
| MORGAN        | POLICE OFFICER | MAJOR ACCIDENT INVESTIGATION S | 11/25/89     | 168.75        |
| MORRISON      | POLICE OFFICER | TWENTY-THIRD DISTRICT          | 12/13/89     | 260.00        |
| MORRISON      | POLICE OFFICER | THIRD DISTRICT                 | 1/10/90      | 405.00        |
| MUEHLFELDER   | POLICE OFFICER | SEVENTEENTH DISTRICT           | 11/25/89     | 480.00        |
| MURPHY        | POLICE OFFICER | FIFTH DISTRICT                 | 1/28/90      | 526.00        |
| MURPHY        | POLICE OFFICER | TWENTY-SECOND DISTRICT         | 1/23/86      | 435.00        |
| MURPHY        | POLICE OFFICER | FOURTEENTH DISTRICT            | 10/31/89     | 68.00         |
| MUSTAL        | POLICE OFFICER | FIFTEENTH DISTRICT             | 1/30/90      | 176.00        |
| NOREN         | POLICE OFFICER | TWENTY-SECOND DISTRICT         | 1/15/90      | 159.00        |
| NORMAN        | POLICE OFFICER | FIFTEENTH DISTRICT             | 10/05/89     | 150.00        |
| NOVACK        | POLICE OFFICER | THIRD DISTRICT                 | 7/03/88      | 49.00         |
| NOVACK        | POLICE OFFICER | TWENTY-SECOND DISTRICT         | 10/29/87     | 2248.20       |
| OBRIEN        | POLICE OFFICER | AUTOMOTIVE FOURDS SECTION      | 1/27/90      | 189.99        |
| ODONNELL      | POLICE OFFICER | SEVENTH DISTRICT               | 11/24/89     | 180.00        |
| ODONNELL      | POLICE OFFICER | SEVENTH DISTRICT               | 2/26/89      | 133.00        |
| OLIVER        | POLICE OFFICER | GANG UNITS ENFORCEMENT DIVISI  | 12/06/89     | 949.00        |
| ORALLEY       | POLICE OFFICER | SEVENTH DISTRICT               | 8/25/89      | 16.00         |
| OMEARA        | POLICE OFFICER | BOMB AND ARSON SECTION         | 1/19/90      | 143.00        |
| ORTEGA        | POLICE OFFICER | ELEVENTH DISTRICT              | 2/26/89      | 73.00         |
| ORTIZ         | POLICE OFFICER | THIRTEENTH DISTRICT            | 10/29/89     | 20.00         |
| OSHEA         | POLICE OFFICER | FOURTH DISTRICT                | 12/15/89     | 5756.67       |
| OTTEN         | POLICE OFFICER | FOURTH DISTRICT                | 12/20/89     | 73.00         |
| OZGA          | POLICE OFFICER | TWENTY-FIFTH DISTRICT          | 1/24/90      | 136.50        |
| PACELLI       | POLICE OFFICER | POLICE DOCUMENT SERVICES SECTI | 1/01/90      | 210.00        |
| PADILLA       | POLICE OFFICER | TENTH DISTRICT                 | 7/12/89      | 100.00        |
| PALUCH        | POLICE OFFICER | PUBLIC TRANSPORTATION M.F.S.   | 11/17/89     | 1600.00       |
| PALUCH        | POLICE OFFICER | SIXTH DISTRICT                 | 11/16/89     | 175.00        |
| PANHAM        | POLICE OFFICER | PUBLIC HOUSING DIVISION--SOUTH | 1/17/90      | 76.40         |
| PARKER        | POLICE OFFICER | THIRD DISTRICT                 | 7/10/88      | 50.00         |
| PARKS         | POLICE OFFICER | FIFTEENTH DISTRICT             | 1/23/90      | 377.00        |
| PARTIDA       | POLICE OFFICER | TENTH DISTRICT                 | 1/15/90      | 147.50        |
| PAVIS-SCOTT   | POLICE OFFICER | TWENTY-FIFTH DISTRICT          | 12/24/89     | 34.00         |
| PEARSON       | POLICE OFFICER | SIXTH DISTRICT                 | 10/19/89     | 458.80        |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| EMPLOYEE NAME | ***** | ***** | ***** | ***** | UNIT OF ASSIGNMENT | ***** | DATE INJURED | VOUCHER TOTAL |
|---------------|-------|-------|-------|-------|--------------------|-------|--------------|---------------|
| PECA          | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/20/90      | 513.00        |
| PENA          | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 7/19/89      | 112.90        |
| PENNY         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/06/89     | 69.75         |
| PENNY         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/25/90      | 411.00        |
| PETERSON      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/21/89     | 612.00        |
| PHILLIPS      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/30/89     | 50.00         |
| PIZZO         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/20/90      | 225.82        |
| PLOVANTICH    | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/04/90      | 85.00         |
| POLAND        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/27/90      | 344.00        |
| POMELL        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 10/10/89     | 60.00         |
| PREPOST       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 10/16/89     | 1730.12       |
| PRICE         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/15/90      | 197.60        |
| PRINCIPATO    | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 9/30/89      | 35.00         |
| PRISANK       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/06/90      | 459.05        |
| PURK          | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/21/89     | 65.00         |
| PURTELL       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 8/04/88      | 35.00         |
| PURTILL       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/04/89     | 1058.00       |
| PYLMAN        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 11/14/89     | 138.00        |
| RANDI E       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/04/90      | 6667.39       |
| RANFTL        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 6/15/86      | 82.00         |
| RAPA          | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/13/90      | 140.00        |
| RAY JR        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 8/29/89      | 50.00         |
| REEDY         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 8/31/89      | 16.00         |
| RENDON        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/19/90      | 227.50        |
| RFSENTEZ      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/13/89     | 3248.79       |
| RIGENRACH     | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 7/29/89      | 162.00        |
| RIVERA        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/04/89     | 16.16         |
| RIZZI JR      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/08/89     | 475.00        |
| RIZZO         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/27/89     | 382.00        |
| ROBERTS       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 9/14/88      | 42.00         |
| ROBINSON      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/27/89     | 637.30        |
| ROBINSON      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 2/23/89      | 30.00         |
| ROBINSON      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/20/89     | 245.00        |
| ROBLES        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/31/89     | 94.00         |
| RODRIGUEZ     | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 11/22/89     | 7909.40       |
| ROSER         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/04/89     | 39.00         |
| ROWLEY        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/16/89     | 184.90        |
| RUCK          | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 11/07/89     | 6169.75       |
| RUIZ-JOHNSON  | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/16/89     | 184.90        |
| RUNYAN        | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 4/18/85      | 65.00         |
| RYDBERG       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/25/89     | 44.00         |
| SACCO         | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/23/90      | 88.25         |
| SANO          | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/23/90      | 379.00        |
| SALUSTRO      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/08/90      | 236.00        |
| SANCHEZ       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 11/29/89     | 442.10        |
| SANCHEZ       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 1/05/90      | 379.00        |
| SANDIVAL      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/02/89     | 200.00        |
| SANDIVAL      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/18/89     | 75.00         |
| SANDIVAN      | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 5/31/88      | 40.00         |
| SCANLAN       | ***** | ***** | ***** | ***** | POLICE OFFICER     | ***** | 12/24/89     | 2856.50       |

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 5/16/90
REGULAR ORDERS

Table with columns: EMPLOYEE NAME, POLICE OFFICER, \*\*\*\*\* UNIT OF ASSIGNMENT \*\*\*\*\*, DATE INJURED, and VOUCHER TOTAL. Lists names like SCORNAVACCO, SCOTT, SHANNON, etc., along with their units and injury dates.

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| VINCENT                   | POLICE OFFICER   | FIFTEENTH DISTRICT             | 1/10/90      | 616.25        |
| VLAHOVICH                 | POLICE OFFICER   | FOURTH DISTRICT                | 1/31/90      | 216.00        |
| WAGNER                    | POLICE OFFICER   | EIGHTEENTH DISTRICT            | 1/25/90      | 470.85        |
| WAGNER                    | POLICE OFFICER   | EIGHTH DISTRICT                | 1/07/90      | 425.00        |
| WALCZAK                   | POLICE OFFICER   | EIGHTH DISTRICT                | 4/21/89      | 455.00        |
| WALKER                    | POLICE OFFICER   | TWENTIETH DISTRICT             | 1/14/90      | 176.00        |
| WALKER JR                 | POLICE OFFICER   | RECRUIT TRAINING               | 3/02/89      | 354.00        |
| WALKER JR                 | POLICE OFFICER   | EIGHTH DISTRICT                | 1/30/90      | 1035.00       |
| WALSH                     | POLICE OFFICER   | EIGHTH DISTRICT                | 1/02/90      | 238.00        |
| WARE                      | POLICE OFFICER   | NINTH DISTRICT                 | 3/31/89      | 30.00         |
| WASHINGTON-BULLOCK        | POLICE OFFICER   | SEVENTH DISTRICT               | 12/11/89     | 625.00        |
| WATKINS                   | POLICE OFFICER   | TWENTY-FIRST DISTRICT          | 12/30/89     | 75.00         |
| WEAVER                    | POLICE OFFICER   | SEVENTH DISTRICT               | 10/30/89     | 2629.00       |
| WEBER                     | POLICE OFFICER   | NARCOTIC GENERAL ENFORCEMENT   | 12/14/89     | 204.00        |
| WELCH                     | POLICE OFFICER   | TENTH DISTRICT                 | 12/15/89     | 706.40        |
| WHELAN                    | POLICE OFFICER   | NINE TEENTH DISTRICT           | 1/01/90      | 252.60        |
| WHITE                     | POLICE OFFICER   | SIXTH DISTRICT                 | 11/15/89     | 113.00        |
| WHITESIDE                 | POLICE OFFICER   | TWELFTH DISTRICT               | 1/02/90      | 259.00        |
| WILCOX                    | POLICE OFFICER   | SEVENTH DISTRICT               | 1/22/90      | 940.00        |
| WILLIAMS                  | POLICE OFFICER   | SIXTH DISTRICT                 | 1/22/90      | 2192.57       |
| WILLIAMS                  | POLICE OFFICER   | NARCOTIC GENERAL ENFORCEMENT   | 1/26/90      | 45.00         |
| WILLIAMS                  | POLICE OFFICER   | SECOND DISTRICT                | 6/06/89      | 347.40        |
| WILLIAMSON                | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 1/03/90      | 537.00        |
| WILSON                    | POLICE OFFICER   | NINTH DISTRICT                 | 8/30/89      | 204.00        |
| WILSON                    | POLICE OFFICER   | NINTH DISTRICT                 | 5/28/89      | 355.00        |
| WINSTON                   | POLICE OFFICER   | GANG CRIMES ENFORCEMENT DIVISI | 1/07/90      | 1105.40       |
| WINTERS-DANIEL            | POLICE OFFICER   | TWENTIETH DISTRICT             | 9/16/89      | 5642.89       |
| WISCH                     | POLICE OFFICER   | SECOND DISTRICT                | 11/05/89     | 199.00        |
| WITCZAK                   | POLICE OFFICER   | SEVENTH DISTRICT               | 1/30/90      | 259.00        |
| WITTHREFT                 | POLICE OFFICER   | FOURTEENTH DISTRICT            | 2/10/89      | 234.00        |
| WOOTEN                    | POLICE OFFICER   | FOURTH DISTRICT                | 1/05/90      | 259.40        |
| WOZNY                     | POLICE OFFICER   | NINTH DISTRICT                 | 1/13/90      | 539.50        |
| YOUNG                     | POLICE OFFICER   | POLICE DOCUMENT SERVICES SECTI | 1/10/90      | 1011.00       |
| ZAJA                      | POLICE OFFICER   | ENFORCEMENT SECTION            | 1/09/82      | 55.00         |
| ZALALIS                   | POLICE OFFICER   | TRAINING DIVISION              | 5/19/89      | 322.09        |
| ZARANTI                   | POLICE OFFICER   | FOURTH DISTRICT                | 12/08/89     | 5.53          |
| ZIMA                      | POLICE OFFICER   | FIFTEENTH DISTRICT             | 10/20/89     | 15.00         |
| ZIVAT                     | POLICE OFFICER   | UNARE LAW ENFORCEMENT          | 5/25/89      | 968.64        |
| ZORKO                     | POLICE OFFICER   | THIRD DISTRICT                 | 1/21/90      | 430.00        |
| ALATORRE                  | LEADSMAN         | TWENTIETH DISTRICT             | 12/27/89     | 1422.34       |
| ALLEN                     | PARAMEDIC        | ENGINE COMPANY 95              | 12/27/89     | 107.50        |
| ALLETTO                   | FIREFLIGHTER     | AMBULANCE 37                   | 12/26/89     | 385.20        |
| ANIOLOWSKI                | LEUTENANT        | SUPPORT SERVICES DEPUTY'S OFFI | 7/20/89      | 75.00         |
| ANTHONY                   | FIREFLIGHTER     | DISTRICT RELIEF 2              | 8/21/89      | 25.00         |
| ARROYO                    | PARAMEDIC        | SQUAD 5                        | 1/07/90      | 207.10        |
| BALEY                     | PARAMEDIC        | UNKNOWN                        | 1/17/90      | 80.00         |
| BANGA                     | PARAMEDIC        | AMBULANCE 34                   | 12/25/89     | 19.00         |
|                           | PARAMEDIC        | AMBULANCE 31                   | 1/01/90      | 212.00        |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** MAIN ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|--------------------------------|--------------|---------------|
| GREGORY                   | FIREFIGHTER      | TRUCK 4                        | 1/14/90      | 333.00        |
| RICHARD                   | LIEUTENANT       | ENGINE COMPANY 79              | 4/15/89      | 3641.50       |
| CESAR                     | CAPTAIN          | DISTRICT RELIEF 6              | 7/21/87      | 1970.00       |
| THOMAS                    | LIEUTENANT       | ENGINE COMPANY 121             | 10/27/85     | 1321.98       |
| GERALD                    | LIEUTENANT       | ENGINE COMPANY 47              | 6/23/88      | 742.77        |
| GEORGE                    | FIREFIGHTER      | REPAIR SHOP                    | 11/16/88     | 75.00         |
| ANTONIO                   | PARAMEDIC        | DISTRICT RELIEF 1              | 1/10/90      | 305.00        |
| THOMAS                    | FIREFIGHTER      | SQUAD 1                        | 12/20/89     | 613.25        |
| DAVID                     | ENGINEER         | DISTRICT RELIEF 1              | 1/16/90      | 116.30        |
| RICHARD                   | FIREFIGHTER      | UNKNOWN                        | 1/06/90      | 334.00        |
| JOHN P                    | PARAMEDIC        | UNKNOWN                        | 10/31/89     | 75.00         |
| THOMAS                    | FIREFIGHTER      | ENGINE COMPANY 100             | 2/25/89      | 30.00         |
| BOYCE                     | FIREFIGHTER      | SQUAD 5                        | 8/27/88      | 330.00        |
| KRBY                      | FIREFIGHTER      | ENGINE COMPANY 19              | 1/03/90      | 206.00        |
| JAMES                     | POLICE OFFICER   | AMBULANCE 29                   | 12/19/85     | 101.57        |
| JOSEPH                    | LIEUTENANT       | TRUCK 11                       | 6/13/89      | 294.00        |
| JOHN                      | FIREFIGHTER      | TRUCK 34                       | 9/12/89      | 272.00        |
| MILTON                    | LIEUTENANT       | ENGINE COMPANY 107             | 12/22/89     | 2200.00       |
| MARIA                     | FIREFIGHTER      | ENGINE COMPANY 14              | 12/30/89     | 60.00         |
| RAYMOND                   | FIREFIGHTER      | ENGINE COMPANY 91              | 12/25/89     | 33.00         |
| CORNELIUS                 | POLICE OFFICER   | TRUCK 25                       | 11/29/89     | 1256.00       |
| JOHN                      | PARAMEDIC        | AMBULANCE 46                   | 9/19/89      | 323.91        |
| STEPHEN                   | FIREFIGHTER      | TRUCK 10                       | 11/16/89     | 405.00        |
| MARK                      | FIREFIGHTER      | TRUCK 25                       | 12/03/89     | 53.00         |
| JAMES F                   | LIEUTENANT       | TRUCK 35                       | 12/26/89     | 2815.70       |
| ROBERT F                  | PARAMEDIC        | AMBULANCE 22                   | 12/05/89     | 99.00         |
| WILLIAM                   | ENGINEER         | ENGINE COMPANY 129             | 10/30/89     | 160.00        |
| LORRAINE                  | PARAMEDIC        | AMBULANCE 4                    | 12/06/88     | 249.50        |
| IDELLE                    | PARAMEDIC        | AMBULANCE 42                   | 12/31/89     | 102.50        |
| DONALD                    | ENGINEER         | ENGINE COMPANY 107             | 1/09/89      | 259.50        |
| LAUREN                    | PARAMEDIC        | ENGINE COMPANY 45              | 11/16/89     | 48.00         |
| LAMARQUE                  | FIREFIGHTER      | AMBULANCE 46                   | 1/13/88      | 370.00        |
| ANTHONY                   | PARAMEDIC        | ENGINE COMPANY 93              | 10/13/89     | 4730.38       |
| BARRY                     | FIREFIGHTER      | DISTRICT RELIEF 5              | 2/11/89      | 115.00        |
| EDWIN                     | LIEUTENANT       | TRUCK 7                        | 12/18/89     | 295.50        |
| WAYNE                     | FIREFIGHTER      | TRUCK 51                       | 10/01/89     | 1158.00       |
| RICHARD J                 | FIREFIGHTER      | ENGINE COMPANY 80              | 4/03/89      | 602.60        |
| ROGER                     | FIREFIGHTER      | TRUCK 25                       | 11/02/89     | 407.00        |
| DAVID                     | PARAMEDIC        | ENGINE COMPANY 56              | 12/26/86     | 945.00        |
| DENNIS                    | PARAMEDIC        | AMBULANCE 33                   | 5/02/89      | 410.50        |
| ROY                       | FIREFIGHTER      | AMBULANCE 15                   | 9/21/89      | 815.00        |
| KEVIN                     | FIREFIGHTER      | TRUCK 15                       | 1/31/89      | 800.25        |
| JOHN                      | PARAMEDIC        | TRUCK 31                       | 5/04/89      | 1075.75       |
| JOHN                      | FIREFIGHTER      | UNKNOWN                        | 9/01/89      | 21.50         |
| MICHAEL                   | LIEUTENANT       | ENGINE COMPANY 49              | 6/06/89      | 400.00        |
| MARK                      | FIREFIGHTER      | TRUCK 15                       | 11/07/86     | 40.00         |
| JOSEPH                    | LIEUTENANT       | ENGINE COMPANY 124             | 11/13/89     | 61.00         |
| JEFFREY                   | FIREFIGHTER      | ENGINE COMPANY 61              | 4/24/86      | 90.00         |
|                           |                  | TRUCK 17                       | 12/18/87     | 465.58        |

5/16/90

REPORTS OF COMMITTEES

15539

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RMP ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------------|-----------------|--------------------------------|--------------|---------------|
| IWAI                      | REN             | ENGINE COMPANY 7               | 12/25/89     | 171.15        |
| JACOBSEN                  | FRANK           | AMBULANCE 33                   | 3/02/80      | 45.00         |
| JOHN                      | JOYCE           | DISTRICT RELIEF 6              | 12/03/89     | 1368.60       |
| JOYCE                     | JAMES T         | ENGINE COMPANY 67              | 1/11/89      | 4305.25       |
| KEATING                   | THOMAS          | ENGINE COMPANY 92              | 12/29/89     | 100.25        |
| KEATING                   | THOMAS          | DISTRICT RELIEF 5              | 11/05/82     | 80.00         |
| KELTY                     | KENNETH         | TRUCK 31                       | 10/16/89     | 610.00        |
| KOCH                      | THOMAS G        | AMBULANCE 33                   | 12/23/89     | 589.00        |
| KUKIYO                    | JAMES           | ENGINE COMPANY 45              | 1/31/89      | 2445.00       |
| KURGIS                    | JOHN            | TRUCK 37                       | 12/05/87     | 50.00         |
| LAMARNA                   | PETER           | SQUAD 5                        | 1/28/90      | 240.00        |
| LASCO                     | SAMUEL          | TRUCK 58                       | 2/01/85      | 500.00        |
| LAWSON                    | BARBARA         | FIRE SUPPRESSION HEADQUARTERS  | 9/30/88      | 56.00         |
| LEMFA                     | LAWRENCE        | TRUCK 62                       | 12/17/89     | 362.60        |
| LEVIN                     | RICHARD         | DISTRICT RELIEF 2              | 12/19/89     | 155.00        |
| LUX                       | CHARLES W       | ENGINE COMPANY 23              | 12/06/89     | 13.00         |
| MCCULLOUGH                | ROGER           | TRUCK 33                       | 7/26/89      | 1148.00       |
| MCGINTY                   | DONALD J        | FIRE PREVENTION                | 11/06/89     | 175.00        |
| MCGREAL                   | MICHAEL         | DISTRICT RELIEF 5              | 6/13/89      | 2856.73       |
| MCMAHON                   | PATRICK         | ENGINE COMPANY 117             | 10/26/89     | 125.00        |
| MCNALLY                   | JAMES           | DISTRICT RELIEF 5              | 8/23/88      | 40.00         |
| MCNICHOLOS                | MICHAEL         | TRUCK 18                       | 2/03/89      | 40.00         |
| MICHI                     | ANTHONY         | TRUCK 36                       | 11/18/89     | 6461.00       |
| MILLER                    | LARRY           | ENGINE COMPANY 43              | 8/23/89      | 208.50        |
| MOORE                     | DARRYL          | SQUAD 4                        | 12/21/89     | 110.00        |
| MORRIS                    | GREGORY         | AMBULANCE 32                   | 12/08/89     | 7352.35       |
| MUELLER                   | FRANK           | ENGINE COMPANY 59              | 12/03/89     | 53.00         |
| MUGNAT                    | JAMES           | BATTALION 11                   | 3/24/89      | 9345.60       |
| MUHAMMAD                  | GAE-DAH         | AMBULANCE 45                   | 12/09/89     | 255.00        |
| MURRAY-SPEER              | BERRY           | DISTRICT RELIEF 3              | 1/20/87      | 100.50        |
| NEUBAHER                  | ROBERT          | TRUCK 25                       | 12/03/89     | 53.00         |
| NOBAL                     | JOSE            | TRUCK 57                       | 12/14/89     | 37.50         |
| NOLFI                     | THOMAS          | TRUCK 25                       | 12/03/89     | 53.00         |
| NOY                       | LESLIE          | DISTRICT RELIEF 2              | 10/27/89     | 139.00        |
| O'CONNELL                 | MICHAEL         | ENGINE COMPANY 91              | 9/21/89      | 113.00        |
| O'CONNELL                 | PATRICK         | DISTRICT RELIEF 6              | 7/19/89      | 395.00        |
| OJOM                      | BENILE          | AMBULANCE 5                    | 12/30/89     | 495.00        |
| O'DONNELL                 | JAMES           | SQUAD 2                        | 6/12/88      | 167.00        |
| OHALLEY                   | KEVIN           | AMBULANCE 31                   | 12/04/89     | 27.00         |
| FARROTT                   | DONNA           | DISTRICT RELIEF 5              | 10/12/88     | 35.00         |
| FAULK                     | JOSEPH          | AMBULANCE 8                    | 11/13/89     | 298.45        |
| FERETZ                    | JEFFERY H       | TRUCK 22                       | 10/25/89     | 380.00        |
| FERETZ                    | FRANK           | ENGINE COMPANY 35              | 12/16/89     | 296.00        |
| PETERSON                  | RAYMOND         | AMBULANCE 46                   | 9/14/89      | 2822.00       |
| POWELL                    | JAMES           | TRUCK 37                       | 12/28/89     | 1105.25       |
| POWELL                    | JAMES           | TRUCK 37                       | 12/16/89     | 1926.25       |
| QUICK                     | KENNETH         | TRUCK 7                        | 12/02/89     | 155.00        |
| RABIELA                   | GEORGE          | TRUCK 18                       | 6/07/85      | 260.00        |
| REED                      | LAY             | AMBULANCE                      | 3/30/88      | 378.00        |

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

REGULAR ORDERS

| ***** EMPLOYEE NAME ***** | ***** RANK ***** | ***** UNIT OF ASSIGNMENT *****  | DATE INJURED | VOUCHER TOTAL |
|---------------------------|------------------|---------------------------------|--------------|---------------|
| RICHTER DANIEL            | FIRE FIGHTER     | UNKNOWN                         | 12/21/89     | 241.00        |
| RJEMER WILLIAM            | ENGINEER         | ENGINE COMPANY 76               | 9/18/89      | 4043.12       |
| RODRIGUEZ MAURICIO        | FIRE FIGHTER     | UNKNOWN                         | 12/21/89     | 289.00        |
| ROUETTE KURT              | FIRE FIGHTER     | ENGINE COMPANY 7B               | 12/31/89     | 330.00        |
| SAMFEY TIMOTHY            | FIRE FIGHTER     | TRUCK 36                        | 10/19/89     | 170.00        |
| SANF ILIFFO PHILIP        | FIRE FIGHTER     | TRUCK 54                        | 11/06/88     | 10.00         |
| SCHILTOR MICHAEL J        | FIRE FIGHTER     | SQUAD 1                         | 6/01/86      | 54.00         |
| SCHLITZ EVELYN            | PARAMEDIC        | AMBULANCE 32                    | 8/03/89      | 428.00        |
| SCHROEDER PATRICIA        | PARAMEDIC        | UNKNOWN                         | 8/07/89      | 305.00        |
| SCHRINER MARILYN          | FIRE FIGHTER     | ENGINE COMPANY 7                | 3/24/89      | 440.00        |
| SCHRINER MARILYN          | FIRE FIGHTER     | ENGINE COMPANY 7                | 8/26/89      | 397.00        |
| SEEBAUER THOMAS           | PARAMEDIC        | AMBULANCE 26                    | 12/13/89     | 116.81        |
| SHANAHAN JOHN             | PARAMEDIC        | AMBULANCE 36                    | 3/05/88      | 233.00        |
| SHANAHAN JOHN             | FIRE FIGHTER     | DISTRICT RELIEF 5               | 8/27/89      | 127.00        |
| SHRADER MICHAEL           | LIEUTENANT       | ENGINE COMPANY 123              | 10/25/89     | 16.00         |
| SIECK WAYNE               | FIRE FIGHTER     | TRUCK 36                        | 11/28/89     | 8345.00       |
| SMITH WILLIAM             | FIRE FIGHTER     | ENGINE COMPANY 116              | 3/20/89      | 201.00        |
| STANKUS RICHARD           | PARAMEDIC        | AMBULANCE 5                     | 10/03/86     | 122.00        |
| STAUFFER PAUL             | FIRE FIGHTER     | TRUCK 25                        | 12/03/89     | 53.00         |
| STRUTZ RUSSELL            | PARAMEDIC        | AMBULANCE 7                     | 7/16/89      | 600.00        |
| STULL JOE                 | FIRE FIGHTER     | ENGINE COMPANY 47               | 12/29/87     | 287.99        |
| SULLIVAN PENNY            | PARAMEDIC        | AMBULANCE 44                    | 7/17/87      | 50.00         |
| SWEENEY THOMAS            | LIEUTENANT       | DISTRICT RELIEF 1               | 12/13/89     | 1227.00       |
| SZALA-LAFORTE DIANE       | PARAMEDIC        | AMBULANCE 38                    | 11/19/89     | 1142.00       |
| TANABE MARK               | PARAMEDIC        | AMBULANCE 44                    | 1/01/90      | 217.50        |
| TAVITAS JOSEPH            | PARAMEDIC        | AMBULANCE 22                    | 8/10/89      | 40.00         |
| TAYLOR ROBERT             | PARAMEDIC        | EMS DISTRICT 5 HEADQUARTERS & R | 1/29/89      | 409.00        |
| THELEN RONALD A           | FIRE FIGHTER     | TRUCK 51                        | 10/22/89     | 55.00         |
| THOMPSON JOHN             | FIRE FIGHTER     | ENGINE COMPANY 45               | 2/19/90      | 591.00        |
| THOMPSON JOHN             | FIRE FIGHTER     | ENGINE COMPANY 45               | 11/02/88     | 1624.65       |
| TRACY WAYNE               | PARAMEDIC        | UNKNOWN                         | 11/24/89     | 327.25        |
| TRENCH TUDOR              | FIRE FIGHTER     | TRUCK 20                        | 1/01/90      | 244.45        |
| VANAIKEN BRUCE            | PARAMEDIC        | AMBULANCE 45                    | 4/19/89      | 30.00         |
| VINSON STANLEY            | FIRE FIGHTER     | TRUCK 34                        | 12/08/89     | 77.40         |
| WALLACE TYRONE            | FIRE FIGHTER     | ENGINE COMPANY 93               | 12/14/89     | 71.00         |
| WARRICK DONNELL           | FIRE FIGHTER     | UNKNOWN                         | 12/12/89     | 65.00         |
| WARRICK-FRINISS JODI      | FIRE FIGHTER     | AMBULANCE 14                    | 8/14/88      | 204.50        |
| WARRICK-FRINISS JODI      | PARAMEDIC        | AMBULANCE 14                    | 1/28/89      | 1469.00       |
| WEBB LARRY                | PARAMEDIC        | DISTRICT RELIEF 6               | 11/19/87     | 136.40        |
| WELSH ARTHUR              | LIEUTENANT       | TRUCK 31                        | 1/04/89      | 926.40        |
| WELSH WILLIAM             | PARAMEDIC        | UNKNOWN                         | 1/09/90      | 192.55        |
| WILBURN GARDELL           | PARAMEDIC        | AMBULANCE 8                     | 11/17/89     | 221.00        |
| WILFERT KENNETH           | PARAMEDIC        | UNKNOWN                         | 12/23/89     | 135.00        |
| WILLIAMS DAVID A          | PARAMEDIC        | AMBULANCE 31                    | 1/01/90      | 242.00        |
| WILLIAMS EMILE W          | FIRE FIGHTER     | TRUCK 37                        | 4/09/89      | 382.00        |
| WILLIAMS JERRY            | PARAMEDIC        | DISTRICT RELIEF 6               | 1/01/90      | 152.00        |
| WINFREY WOODRUE           | PARAMEDIC        | UNKNOWN                         | 12/13/89     | 1174.00       |
| YORK JOHN F               | PARAMEDIC        | EMS DISTRICT 6 HEADQUARTERS & R | 1/23/89      | 256.00        |
| YORK JAMES                | PARAMEDIC        | UNKNOWN                         | 7/24/89      | 26.00         |

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 5/16/90  
REGULAR ORDERS

| EMPLOYEE NAME | ***** NORTH ***** | ***** UNIT OF ASSIGNMENT ***** | DATE INJURED | VOUCHER TOTAL |
|---------------|-------------------|--------------------------------|--------------|---------------|
| ZANGE         | ROBERT            | AMBULANCE 26                   | 12/08/89     | 71.74         |
| ZUREK         | EDWARD            | TRUCK 41                       | 1/18/82      | 640.30        |
| ZUBIK         | DAVID             | ENGINE COMPANY 25              | 11/20/89     | 1119.00       |



(Continued from page 15529)

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

[Third party orders printed on pages 15543  
through 15545 of this Journal.]

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

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 three applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

City of Hope  
June 14 and 15, 1991 -- citywide;

(Continued on page 15546)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETINGS OF 5/16/90

THIRD PARTY ORDERS

| EMPLOYEE NAME  | ***** | RANK          | ***** | UNIT OF ASSIGNMENT             | ***** | DATE INJURED | VOUCHER TOTAL |
|----------------|-------|---------------|-------|--------------------------------|-------|--------------|---------------|
| ALBERTO        | ***** | EMPLOYEE NAME | ***** | UNIT OF ASSIGNMENT             | ***** | DATE INJURED | VOUCHER TOTAL |
| BALCITIS       | ***** | LUIS          | ***** | FIFTEENTH DISTRICT             | ***** | 1/26/90      | 177.00        |
| BORANT         | ***** | SHARON L      | ***** | FOURTH DIVISION AREA THREE     | ***** | 12/30/89     | 24.50         |
| BORVAN         | ***** | ROBERT J      | ***** | FOURTH DIVISION AREA FIVE      | ***** | 12/29/89     | 1301.20       |
| BROOKS         | ***** | ROBERT C      | ***** | FIRST DISTRICT                 | ***** | 3/12/87      | 100.00        |
| BROWN          | ***** | CHARLES L     | ***** | THIRD DISTRICT                 | ***** | 1/29/90      | 945.00        |
| CAGE           | ***** | ROBERT        | ***** | FOURTEENTH DISTRICT            | ***** | 12/07/89     | 75.00         |
| CONCKUS        | ***** | HOSEA         | ***** | TENTH DISTRICT                 | ***** | 2/02/86      | 204.00        |
| CROWLEY        | ***** | CHARLES J     | ***** | EIGHTH DISTRICT                | ***** | 10/19/89     | 61.25         |
| FOTSON         | ***** | JAMES         | ***** | SECOND DISTRICT                | ***** | 9/04/87      | 5284.00       |
| DOWLING        | ***** | ALFRED        | ***** | INTELLIGENCE SECTION           | ***** | 12/14/89     | 65.00         |
| FALST          | ***** | MARTIN W      | ***** | EIGHTH DISTRICT                | ***** | 10/19/89     | 5388.67       |
| FERRI          | ***** | ROBERT A      | ***** | FIRST DISTRICT                 | ***** | 12/10/89     | 547.50        |
| FURMANEK       | ***** | ROBERT        | ***** | TWENTY-FIRST DISTRICT          | ***** | 8/04/89      | 19.00         |
| GAMEL          | ***** | ROBERT        | ***** | TWENTY-THIRD DISTRICT          | ***** | 11/15/89     | 420.00        |
| GERACI         | ***** | JOHN E        | ***** | SEVENTH DISTRICT               | ***** | 12/11/89     | 1525.99       |
| GLOMBICKI      | ***** | BRUND J       | ***** | DETECTIVE DIV AREA 3 PROPERTY  | ***** | 1/23/90      | 50.00         |
| GORSKI         | ***** | SAMUEL        | ***** | EIGHTH DISTRICT                | ***** | 12/24/89     | 749.00        |
| GREEN          | ***** | STEPHEN       | ***** | FOURTH DISTRICT                | ***** | 1/27/90      | 677.46        |
| GUINAN         | ***** | STEVEN        | ***** | EIGHTEENTH DISTRICT            | ***** | 1/25/90      | 97.10         |
| HASH           | ***** | RICHARD L     | ***** | UNKNOWN                        | ***** | 12/11/89     | 493.35        |
| HOFFMAN        | ***** | JOSEPH        | ***** | EIGHTEENTH DISTRICT            | ***** | 1/16/90      | 570.24        |
| HOLZINGER      | ***** | JOHN E        | ***** | FIRST DISTRICT                 | ***** | 1/10/90      | 2679.25       |
| HUGHES         | ***** | DANIEL I      | ***** | TENTH DISTRICT                 | ***** | 2/17/90      | 910.50        |
| IOYARTO        | ***** | NORMERT       | ***** | EIGHTEENTH DISTRICT            | ***** | 2/16/89      | 60.63         |
| IRWIN          | ***** | STEVEN L      | ***** | EIGHTEENTH DISTRICT            | ***** | 1/25/90      | 851.25        |
| JENKINS        | ***** | THOMAS C      | ***** | FIFTH DISTRICT                 | ***** | 12/19/89     | 50.00         |
| JOHNSON        | ***** | MICHAEL       | ***** | TWENTY-THIRD DISTRICT          | ***** | 12/05/89     | 110.00        |
| JOHNSON        | ***** | SONIA         | ***** | GANG CRIMES ENFORCEMENT DIVISI | ***** | 9/08/89      | 60.00         |
| JONES          | ***** | LORRY         | ***** | THIRD DISTRICT                 | ***** | 10/15/89     | 862.10        |
| JOYNER         | ***** | EDWARD A      | ***** | SIXTEENTH DISTRICT             | ***** | 11/15/85     | 983.30        |
| KACOR          | ***** | WANDA M       | ***** | SEVENTH DISTRICT               | ***** | 9/24/88      | 538.00        |
| KALAFIT        | ***** | BENJAMIN      | ***** | THIRD DISTRICT                 | ***** | 1/29/90      | 558.30        |
| KANE           | ***** | RUTH          | ***** | FOURTH DIVISION AREA ONE       | ***** | 7/22/88      | 415.00        |
| KELLY          | ***** | CAROL L       | ***** | RECRUIT TRAINING               | ***** | 10/30/88     | 93.00         |
| KLEIN          | ***** | KRISTINE A    | ***** | TENTH DISTRICT                 | ***** | 11/28/89     | 110.00        |
| KOSALA         | ***** | KIMBERLY      | ***** | TWENTY-SECOND DISTRICT         | ***** | 1/06/90      | 330.50        |
| LAPINSKI       | ***** | PATRICK D     | ***** | OHARE LAW ENFORCEMENT          | ***** | 12/26/86     | 804.00        |
| LEAHY          | ***** | WYLES         | ***** | EIGHTEENTH DISTRICT            | ***** | 6/15/88      | 405.00        |
| LEGGITINO      | ***** | JOSEPH        | ***** | FOURTEENTH DISTRICT            | ***** | 12/15/89     | 17.48         |
| LITERMAN       | ***** | RICHARD       | ***** | FOURTH DIVISION AREA FOUR      | ***** | 1/18/90      | 185.20        |
| LYMAN          | ***** | KATHLEEN M    | ***** | EIGHTH DISTRICT                | ***** | 1/26/90      | 46.00         |
| MALACHESIN     | ***** | THOMAS E      | ***** | OHARE LAW ENFORCEMENT          | ***** | 3/15/87      | 735.00        |
| MALEC          | ***** | HORTON E      | ***** | TWENTY-FIRST DISTRICT          | ***** | 6/08/89      | 309.00        |
| MALONEY        | ***** | DANIEL E      | ***** | NINTH DISTRICT                 | ***** | 12/22/89     | 51.00         |
| MARGELEWSKI    | ***** | PAUL          | ***** | FIFTEENTH DISTRICT             | ***** | 1/06/90      | 1034.89       |
| MARTINEZ-ROJAS | ***** | JAMES         | ***** | TENTH DISTRICT                 | ***** | 1/07/90      | 258.50        |
|                | ***** | GREGORY       | ***** | SEVENTEENTH DISTRICT           | ***** | 8/17/89      | 25.00         |
|                | ***** | RACHEL        | ***** | EIGHTEENTH DISTRICT            | ***** | 11/16/89     | 50.00         |
|                | ***** |               | ***** | RECRUIT TRAINING               | ***** | 6/11/88      | 75.00         |

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

THIRD PARTY ORDERS

| EMPLOYEE NAME       | *****      | *****          | *****                          | *****    | *****   | UNIT OF ASSIGNMENT | ***** | ***** | DATE INJURED | VOUCHER TOTAL |
|---------------------|------------|----------------|--------------------------------|----------|---------|--------------------|-------|-------|--------------|---------------|
| MCCORMICK           | DONALD C   | POLICE OFFICER | SECOND DISTRICT                | 4/14/89  | 50.00   |                    |       |       |              |               |
| MCFAHREN            | ROBERT J   | POLICE OFFICER | DIANE LAW ENFORCEMENT          | 11/21/89 | 2635.50 |                    |       |       |              |               |
| MEDINA              | SANTOS     | POLICE OFFICER | YOUTH DIVISION AREA FOUR       | 1/18/90  | 746.20  |                    |       |       |              |               |
| MESA                | PATRICIA   | POLICE OFFICER | TENTH DISTRICT                 | 8/21/89  | 35.00   |                    |       |       |              |               |
| MURPHY              | PATRICIA   | POLICE OFFICER | INTERSECTION CONTROL UNIT      | 10/29/85 | 252.00  |                    |       |       |              |               |
| NAVARRO             | KEVIN      | POLICE OFFICER | GANG CRIMES ENFORCEMENT DIVISI | 1/10/90  | 499.00  |                    |       |       |              |               |
| NELSON              | LAWRENCE J | POLICE OFFICER | SEVENTH DISTRICT               | 4/12/89  | 5186.75 |                    |       |       |              |               |
| NEWMAN              | STEVEN H   | POLICE OFFICER | THIRD DISTRICT                 | 8/03/88  | 347.00  |                    |       |       |              |               |
| NIEVES              | CYNTHIA G  | POLICE OFFICER | TENTH DISTRICT                 | 12/15/89 | 1827.20 |                    |       |       |              |               |
| OLIVIER             | ROSE       | POLICE OFFICER | PREVENTIVE PROGRAMS DIVISION   | 1/11/90  | 1717.89 |                    |       |       |              |               |
| OVERTON             | SUSAN F    | POLICE OFFICER | NINETEENTH DISTRICT            | 11/25/84 | 3454.65 |                    |       |       |              |               |
| PANAGAS             | GUST J     | POLICE OFFICER | THIRD DISTRICT                 | 3/10/89  | 721.00  |                    |       |       |              |               |
| PAPECK              | ROBERT     | POLICE OFFICER | SEVENTEENTH DISTRICT           | 1/17/90  | 188.00  |                    |       |       |              |               |
| PASKEY              | JOHN D     | POLICE OFFICER | YOUTH DIVISION AREA FOUR       | 1/18/90  | 435.20  |                    |       |       |              |               |
| PATTERSON           | HOWARD     | POLICE OFFICER | GANG CRIMES ENFORCEMENT DIVISI | 11/11/89 | 193.00  |                    |       |       |              |               |
| PEDERSEN            | JOSEPH R   | POLICE OFFICER | YOUTH DIVISION ADMINISTRATION  | 11/19/89 | 228.00  |                    |       |       |              |               |
| PRINZINE            | JOSEPH D   | POLICE OFFICER | INTERSECTION CONTROL UNIT      | 1/26/90  | 553.75  |                    |       |       |              |               |
| FUHR                | JOHN E.    | POLICE OFFICER | FIRST DISTRICT                 | 1/10/90  | 238.39  |                    |       |       |              |               |
| RAMIREZ             | RAY        | POLICE OFFICER | TENTH DISTRICT                 | 1/05/90  | 1166.00 |                    |       |       |              |               |
| RIORDAN             | EDMOND J   | POLICE OFFICER | DIANE LAW ENFORCEMENT          | 12/06/89 | 216.79  |                    |       |       |              |               |
| ROBINSON            | RANDALL P  | POLICE OFFICER | THIRD DISTRICT                 | 9/08/89  | 164.00  |                    |       |       |              |               |
| RODRIGUEZ           | EUTRILDO C | POLICE OFFICER | RECRUIT TRAINING               | 7/21/89  | 620.00  |                    |       |       |              |               |
| ROE                 | LLOYD      | POLICE OFFICER | SECOND DISTRICT                | 7/20/89  | 600.00  |                    |       |       |              |               |
| ROKOS               | RONALD     | POLICE OFFICER | NINTH DISTRICT                 | 12/22/89 | 25.00   |                    |       |       |              |               |
| ROUNDS              | IRUBERT    | POLICE OFFICER | SEVENTH DISTRICT               | 12/15/89 | 235.00  |                    |       |       |              |               |
| RUSCH               | ALBERT J   | POLICE OFFICER | MAJOR ACCIDENT INVESTIGATION S | 8/22/89  | 50.00   |                    |       |       |              |               |
| RUSCH               | ALBERT J   | POLICE OFFICER | FIRST DISTRICT                 | 9/23/89  | 90.75   |                    |       |       |              |               |
| SANCHEZ             | JOHN       | POLICE OFFICER | TWELFTH DISTRICT               | 7/23/89  | 143.25  |                    |       |       |              |               |
| SANCHEZ             | RICHARD W  | POLICE OFFICER | SEVENTH DISTRICT               | 1/31/89  | 492.00  |                    |       |       |              |               |
| SANTANGELO          | ERNEST P   | POLICE OFFICER | SIXTEENTH DISTRICT             | 1/07/90  | 2172.35 |                    |       |       |              |               |
| SCASSO              | JOHN J     | POLICE OFFICER | TWENTY-FIFTH DISTRICT          | 12/29/82 | 20.09   |                    |       |       |              |               |
| SCAVONE             | RALPH H    | POLICE OFFICER | SEVENTEENTH DISTRICT           | 1/26/90  | 423.09  |                    |       |       |              |               |
| SCHAEFFER           | FRANK      | POLICE OFFICER | DIANE LAW ENFORCEMENT          | 11/09/89 | 1143.00 |                    |       |       |              |               |
| SCHMITT             | SUSAN H    | POLICE OFFICER | TWENTY-THIRD DISTRICT          | 12/23/89 | 356.50  |                    |       |       |              |               |
| SCHWIEGER-SCINECA   | BARBARA    | POLICE OFFICER | TWENTY-THIRD DISTRICT          | 12/23/89 | 713.10  |                    |       |       |              |               |
| SEYFEELICH          | WARREN     | POLICE OFFICER | NINETEENTH DISTRICT            | 12/08/89 | 40.00   |                    |       |       |              |               |
| SHIFERAN            | BRIAN R    | POLICE OFFICER | TWENTIEH DISTRICT              | 12/14/89 | 909.72  |                    |       |       |              |               |
| SHIVIA-PRZYBOROWSKI | FRANK G    | POLICE OFFICER | SIXTEENTH DISTRICT             | 12/29/89 | 705.62  |                    |       |       |              |               |
| SOaminski           | ROGER H    | POLICE OFFICER | TWELFTH DISTRICT               | 6/24/89  | 133.88  |                    |       |       |              |               |
| STANCZYK            | ARTHUR H   | POLICE OFFICER | TWENTY-FOURTH DISTRICT         | 9/20/89  | 2053.00 |                    |       |       |              |               |
| TATHAM              | ROBERT     | POLICE OFFICER | TENTH DISTRICT                 | 3/27/89  | 35.00   |                    |       |       |              |               |
| TAYLOR              | THOMAS G   | POLICE OFFICER | TENTH DISTRICT                 | 12/31/83 | 75.00   |                    |       |       |              |               |
| THOMAS              | LAWRENCE   | POLICE OFFICER | SEVENTEENTH DISTRICT           | 11/11/89 | 384.00  |                    |       |       |              |               |
| TRAVIS              | SYLVIA     | POLICE OFFICER | SEVENTEENTH DISTRICT           | 12/21/89 | 450.00  |                    |       |       |              |               |
| TUFANO              | RICHARD V  | POLICE OFFICER | FOURTEENTH DISTRICT            | 11/21/89 | 559.50  |                    |       |       |              |               |
| ULCEK               | PAULA      | POLICE OFFICER | SIXTH DISTRICT                 | 2/18/89  | 4570.00 |                    |       |       |              |               |
| WARE                | AUSTIN     | POLICE OFFICER | PUBLIC TRANSPORTATION M.F.S.   | 12/29/89 | 708.50  |                    |       |       |              |               |
| WHITE               | BERRIS     | POLICE OFFICER | TWENTY-THIRD DISTRICT          | 1/20/90  | 1169.00 |                    |       |       |              |               |
| WHITE               | JEFFREY R  | POLICE OFFICER | TENTH DISTRICT                 | 4/02/89  | 446.00  |                    |       |       |              |               |

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/16/90

THIRD PARTY ORDERS

| EMPLOYEE NAME | ***** | ***** | ***** | ***** | ***** | UNIT OF ASSIGNMENT    | *****     | DATE INJURED | VOUCHER TOTAL |
|---------------|-------|-------|-------|-------|-------|-----------------------|-----------|--------------|---------------|
| WHITE         |       |       |       |       |       |                       |           |              |               |
| WILEY         |       |       |       |       |       |                       |           |              |               |
| WILLIAMSON    |       |       |       |       |       |                       |           |              |               |
| WINSTEAD      |       |       |       |       |       |                       |           |              |               |
| WINSTON       |       |       |       |       |       |                       |           |              |               |
| WONSOVICZ     |       |       |       |       |       |                       |           |              |               |
| ZENE          |       |       |       |       |       |                       |           |              |               |
| WALSH         |       |       |       |       |       |                       |           |              |               |
| MICHAEL W     |       |       |       |       |       | EIGHTH DISTRICT       |           | 11/22/89     | 440.25        |
| JAMES P       |       |       |       |       |       | SIXTH DISTRICT        |           | 12/27/89     | 494.00        |
| JAMES         |       |       |       |       |       | NINTH DISTRICT        |           | 1/26/90      | 292.00        |
| EDWARD J      |       |       |       |       |       | DETECTIVE DIV AREA 1  | VIOLENT C | 11/16/89     | 58.00         |
| ROSE          |       |       |       |       |       | SECOND DISTRICT       |           | 8/16/89      | 1277.00       |
| STANLEY G     |       |       |       |       |       | EIGHTH DISTRICT       |           | 1/02/90      | 1104.40       |
| RAYMOND T     |       |       |       |       |       | FIELD INQUIRY SECTION |           | 12/15/89     | 50.00         |
| MARTIN        |       |       |       |       |       | ENGINE COMPANY 129    |           | 9/04/89      | 43.00         |

(Continued from page 15542)

Vietnam Veterans of America  
May 26, 1990 -- north side locations; and

Young Mens Christian Association of Metropolitan Chicago  
August 10 and 11, 1990 -- citywide.

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

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*Action Deferred* -- AMENDMENT OF MUNICIPAL CODE CHAPTERS  
25, 26 AND 101 BY REQUIRING CONTRACTING PARTIES,  
INDIVIDUALS OFFERED CITY EMPLOYMENT AND  
LICENSE APPLICANTS TO SETTLE  
INDEBTEDNESS TO CITY.

The Committee on Finance submitted the following report which was, on motion of Alderman Tillman and Alderman T. Evans, *Deferred* and ordered published:

CHICAGO, May 16, 1990.

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

Your Committee on Finance, having had under consideration an ordinance amending Chapters 25, 26 and 101 of the Municipal Code of the City of Chicago concerning debts owed to the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

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

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. Chapter 25 of the Municipal Code of Chicago is hereby amended in Section 25-13.3, by adding the language in italics and deleting the language in brackets as follows:

25-13.3 (a) Whenever used in this section, the following words and phrases shall have the following meanings:

"Debt" means a specified sum of money owed to the city for which the period granted for payment has expired.

"Outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint.

(b) Every [applicant for] *person who is given an offer of employment* with the city shall file an affidavit with the Department of Personnel disclosing any debt owed by the applicant to the city and any outstanding parking violation complaint issued to any vehicle owned by the applicant *prior to his appointment*.

(c) No [applicant for] *person who is given an offer of employment* [owing] *who owes a debt to the city* shall be hired by the city until such indebtedness is paid in full.

(d) No [applicant having] *person who is given an offer of employment and has outstanding parking violation complaints* shall be hired by the city unless payment of the fines for the violations has been made or until an appearance is filed with the Circuit Court of Cook County to contest the parking violation alleged in each complaint.

(e) Notwithstanding the provisions of subsections (c) and (d) herein, the city may hire [an applicant for employment] *a person who owes a debt to the city* if the Commissioner of Personnel [certifies in writing to the Mayor] *determines that such person:*

- (1) [the applicant] has entered into an agreement with the Department of Revenue, or other appropriate city department, for the payment of all debts owed to the city and [such applicant] is in compliance with the agreement; or
- (2) [the applicant] is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

- (3) [the applicant] has filed a petition in bankruptcy and the debts owed the city are dischargeable in bankruptcy.

SECTION 2. Chapter 26 of the Municipal Code of Chicago is hereby amended by repealing Section 26-27.2 in its entirety and inserting a new Section 26-27.2, to read as follows:

*26-27.2 (a) Whenever used in this section, the following words and phrases shall have the following meanings:*

*"Contract" means any agreement or transaction pursuant to which the contracting party receives city funds in consideration for services, work or goods provided or rendered.*

*"Debt" means a specified sum of money owed to the city for which the period granted for payment has expired.*

*"Outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint.*

*(b) Every city contract shall contain a provision that entitles the city to set off a portion of the contract price equal to the amount of the fines and penalties for each outstanding parking violation complaint and any debt owed by the contracting party to the city.*

*(c) Notwithstanding the provisions of subsection (b) herein, no such debt or outstanding parking violation complaint shall be offset from the contract price if one or more of the following conditions are met:*

- (1) the contracting party has entered into an agreement with the Department of Revenue, or other appropriate city department, for the payment of all debts owed to the city and the contracting party is in compliance with the agreement; or*
- (2) the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or*
- (3) the contracting party has filed a petition in bankruptcy and the debts owed the city are dischargeable in bankruptcy.*

SECTION 3. Chapter 101 of the Municipal Code of Chicago is hereby amended in Section 101-14, by adding the language in italics and deleting the language in brackets, as follows:

101-14 (a) Whenever used in this section, the following words and phrases shall have the following meanings:

"Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

"Outstanding parking violation complaint" means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint.

(b) Every person applying for a license [or permit] shall file an affidavit with the Department of Revenue, or other appropriate city department, disclosing any debt owed by the applicant to the city and any outstanding parking violation complaints issued to any vehicle owned by the applicant.

(c) No license [or permit] shall be issued to any person who is indebted to the city or has acquired any outstanding parking violation complaints, unless and until such person pays to the city all indebtedness then due from such person and either pays the fines for each parking violation or files an appearance with the Circuit Court of Cook County to contest the parking violation alleged in each complaint, or by authority of the city council discharges all such indebtedness in accordance with the terms and conditions fixed by the city council.

(d) Notwithstanding the provisions of subsection (c) herein, the city may issue a license [or permit] to a person who owes a debt to the city if the Director of Revenue [certifies in writing to the Mayor] *determines* that:

- (1) the applicant has entered into an agreement with the Department of Revenue, or other appropriate city department, for the payment of all debts owed the city and such applicant is in compliance with the agreement; or
- (2) the applicant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (3) the applicant has filed a petition in bankruptcy and the debts owed to the city are dischargeable in bankruptcy.

SECTION 4. This ordinance shall be effective upon passage.



**COMMITTEE ON AVIATION.**

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**EXECUTION OF FIRST AMENDMENT TO GRANT AGREEMENT  
WITH FEDERAL AVIATION ADMINISTRATION FOR  
ADDITIONAL SECURITY GUARD SHELTERS  
AT CHICAGO MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

CHICAGO, May 14, 1990.

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

Your Committee on Aviation, to which was referred an ordinance (referred on April 25, 1990) from the Department of Aviation to execute a First Amendment to the Grant Agreement between the City of Chicago and the Federal Aviation Administration for the addition of two guard shacks at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), the Federal Aviation Administration (the "F.A.A.") and the Illinois Department of Transportation entered into a grant agreement (the "Grant Agreement") authorized by the City Council of the City on October 27, 1982, for federal assistance in the amount of \$517,500 for the acquisition of aviation and ground access easements and reimbursement for land previously acquired in the development of Chicago Midway Airport; and

WHEREAS, It is necessary and desirable to amend the Grant Agreement to revise the project description and the use of the grant funds; 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 a First Amendment to the Grant Agreement, to be in the form attached as Exhibit A hereto, and any subsequent amendments to the Grant Agreement which the F.A.A. may authorize.

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

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

*Exhibit "A".*

*First Amendment To Grant Agreement.*

Chicago Midway Airport

Chicago, Illinois

A.I.P. Project No. 3-17-0025-01

Contract No. A.I.P.-FA82-GL-55

Whereas, The Federal Aviation Administration (hereinafter referred to as the "F.A.A."), has determined that, in the interest of the United States, the Grant Agreement relating to the above-numbered project between the administrator of the Federal Aviation Administration, acting for and on behalf of the United States of America and the City of Chicago, and the State of Illinois, Department of Transportation, Division of Aeronautics (Co-Sponsors) (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on September 30, 1982, be amended as hereinafter provided; and

Whereas, It has been determined necessary to revise the project description to add two new security guard shelters; and

Whereas, The aforementioned revisions will provide for improved security of Midway Airport; and

Whereas, It has been determined that sufficient funds remain within the Grant Agreement; 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:

1. Revision of the project description on page 1 of Part 1 -- Offer by addition of the following:

"and construction of two new security guard shelters";

2. Revision of the cost breakout in Standard Condition 1 on page 2 of Part I -- Offer as follows:

|           |                                 |
|-----------|---------------------------------|
| \$        | for planning                    |
| \$160,087 | for development other than land |
| \$357,413 | for land acquisition            |

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

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

United States of America  
Federal Aviation Administration

By: \_\_\_\_\_  
(Signed) Louis H. Yates

Title: Manager, Chicago Airports District  
Office

Date: January 31, 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 First Amendment to the 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 First Amendment to the Grant Agreement constitutes a legal and binding obligation of the sponsor in accordance with the terms thereof.

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

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

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

The State of Illinois, Department of Transportation, Division of Aeronautics, does hereby accept said amendment and by such acceptance agrees to all of the terms and conditions thereof.

State of Illinois  
Department of Transportation  
Division of Aeronautics

(Seal)

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

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

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

Certificate Of Co-Sponsor's Attorney.

I, \_\_\_\_\_, acting for Attorney for the State of Illinois, Department of Transportation, Division of Aeronautics, do hereby certify:

That I have examined the foregoing grant amendment and proceedings taken by the State of Illinois, Department of Transportation, Division of Aeronautics, relating thereto and find that the acceptance thereof by the State of Illinois, Department of Transportation, Division of Aeronautics, has been duly authorized and that the execution thereof 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 Grant Agreement constitutes a legal and binding obligation of the State of Illinois, Department of Transportation, Division of Aeronautics, in accordance with the terms thereof.

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

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

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

EXECUTION OF THIRD AND FOURTH AMENDMENTS TO AIRPORT CONCESSION AGREEMENT WITH HERTZ CORPORATION FOR PREMISES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, May 14, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance transmitted herewith from the Department of Aviation to execute on behalf of the City of Chicago the Third Amendment and the Fourth Amendment to the Airport Concession Agreement between the City and Hertz Corporation, affecting certain premises located at Chicago O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("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 Hertz Corporation ("Concessionaire") have entered into that certain airport concession agreement dated May 15, 1972 ("Agreement") providing in part for the use and enjoyment by Concessionaire of certain premises located at the Airport; and

WHEREAS, The Agreement was amended by that certain first amendment dated December 13, 1974, and further amended by that certain second amendment to the Agreement dated September 24, 1980; and

WHEREAS, The parties seek to further amend the Agreement ("Third Amendment") to provide for the termination of Concessionaire's leasehold estate affecting Area 5A (as described in Exhibit A) in order to permit the continued construction by the City of the automated guideway transit system at the Airport; and

WHEREAS, The parties seek to further amend the Agreement ("Fourth Amendment") to provide for the commencement of Concessionaire's leasehold estate with regard to Area 9 (as described on Exhibit B); and

WHEREAS, The City deems it in the public interest and beneficial to itself and to its operation of the Airport to execute the Third Amendment and the Fourth Amendment to the Agreement; 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 Third Amendment and the Fourth Amendment to the Airport Concession Agreement between the City and Hertz Corporation, affecting certain premises located at Chicago O'Hare International Airport, substantially in the forms attached hereto as Exhibit A and Exhibit B, respectively.

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

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

*Exhibit "A".*

*Third Amendment To*

*Airport Concession Agreement*

*Between*

*The City Of Chicago*



*And*

*Hertz Corporation*

*At*

*Chicago-O'Hare International Airport.*

This Third Amendment to Airport Concession Agreement ("Third Amendment") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, an Illinois municipal corporation ("City") and the Hertz Corporation, a Delaware corporation ("Concessionaire").

*Recitals:*

Whereas, City and Concessionaire have entered into that certain airport concession agreement dated May 15, 1972 ("Agreement") providing in part for the use and enjoyment by Concessionaire of certain premises owned by the City located at Chicago-O'Hare International Airport in the City ("Airport"); and

Whereas, The Agreement was amended by that certain first amendment dated December 13, 1974 ("First Amendment"), and further amended by that certain second amendment to the Agreement dated September 24, 1980 ("Second Amendment"); and

Whereas, The parties seek to further amend the Agreement in order to allow the City to permit construction of the Automated Guideway Transit System ("A.G.T.") at the Airport over a certain portion of the premises currently leased to Concessionaire pursuant to the terms of the Second Amendment;

Now, Therefore, In consideration of the premises and the mutual covenants and obligations contained herein, the parties covenant and agree as follows:

1. The recitations set forth above constitute an integral part of the Third 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. Subsection (g) of Article V (appearing on page 3 of the Second Amendment) and captioned a "Public Transit Easement" shall be deleted and the following substituted in its entirety as subsection (g) of Article V:

Area 5A.

1. Termination of Leasehold Interest. Within 10 days of the execution date of the Third Amendment by the parties, Concessionaire's right to lease and exclusively use and occupy the premises commonly referred to as Area 5A of the Airport and described on (Sub)Exhibit "F" attached hereto shall terminate, and the City shall have the right to regain possession and use of Area 5A in order to permit construction of the A.G.T. and for other lawful and necessary purposes. Concessionaire shall be solely responsible for the cost of removing lighting and trade equipment from Area 5A as required by written notification from the City. Concessionaire 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 Concessionaire of any equipment and improvements located from Area 5A. If Concessionaire has failed or is otherwise unable to remove the equipment and improvements from Area 5A within 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 improvements from Area 5A. Concessionaire 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 acknowledges to Concessionaire that it has notified the National Car Rental System, Inc. ("National") by written letter dated July 23, 1989 (a copy of which is attached hereto as (Sub)Exhibit "G") of the City's intention to commence construction of the A.G.T. on Area 5A. Accordingly, the City shall use its best efforts to encourage National, at the earliest possible date but no later than July 24, 1990, to abandon and relinquish all of its rights and interest with regard to the premises commonly known as Area 4 of the Airport; together with all permanent site improvements located thereon, and relocate its operations to Area 6 of the Airport. Area 4 and Area 6 are described on (Sub)Exhibit "F" attached hereto. Simultaneously, Concessionaire shall abandon and relinquish all of its rights and interest with regard to Area 6 and relocate its operations to Area 4. Upon receipt of written notification from Concessionaire and National that the exchange of Area 4 and Area 6 has occurred between the parties, the City shall adjust the respective rental payments due the City by National and Concessionaire based upon the leased premises occupied by the parties as of the date of the written notification.

2. Right of Entry. Upon the termination of Concessionaire's right to lease Area 5A and the commencement of possession of Area 5A by the City, the City shall grant to Concessionaire a right of entry to Concessionaire for the sole purpose of allowing

Concessionaire vehicular access between Area 5 and Area 6 of the Airport that are presently leased to Concessionaire by the City pursuant to the Agreement. The location of any connecting thoroughfare or roadway on Area 5A to be utilized by Concessionaire shall be approved in writing by the Commissioner of the Department of Aviation ("Commissioner").

During the exercise of said right of entry by Concessionaire, Concessionaire shall be solely responsible for the maintenance and repair of any connecting road or thoroughfare that Concessionaire uses in Area 5A. Furthermore, Concessionaire, at its sole cost and expense, shall maintain commercial and automobile liability insurance with an insurance company or companies meeting the prior written approval of the City, with commercial insurance and automobile liability insurance, each with coverage in the amount of \$500,000.00 per occurrence, \$1,000,000.00 in the aggregate. The City shall be named as an additional insured. Each such policy shall contain an affirmative statement by the insurer to deliver written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy.

Additionally, Concessionaire 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 Concessionaire with regard to the use of Area 5A by Concessionaire.

The term of said right of entry shall begin with the first day that the City commences possession of Area 5A and shall expire upon the date that Concessionaire surrenders possession of Area 6 to National pursuant to the provisions contained in subsection g(1) above.

The parties acknowledge that the right of entry may be utilized solely by Concessionaire, its employees and agents for those purposes described in this subsection g(2). No other party shall have the right or permission to use or occupy any portion of Area 5A other than the City and the Concessionaire.

3. If any provision of the Third Amendment conflicts with any provision of the Agreement, the First Amendment, and the Second Amendment, the provision contained in the Third Amendment shall govern.

In Witness Whereof, The parties have executed this Third 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.

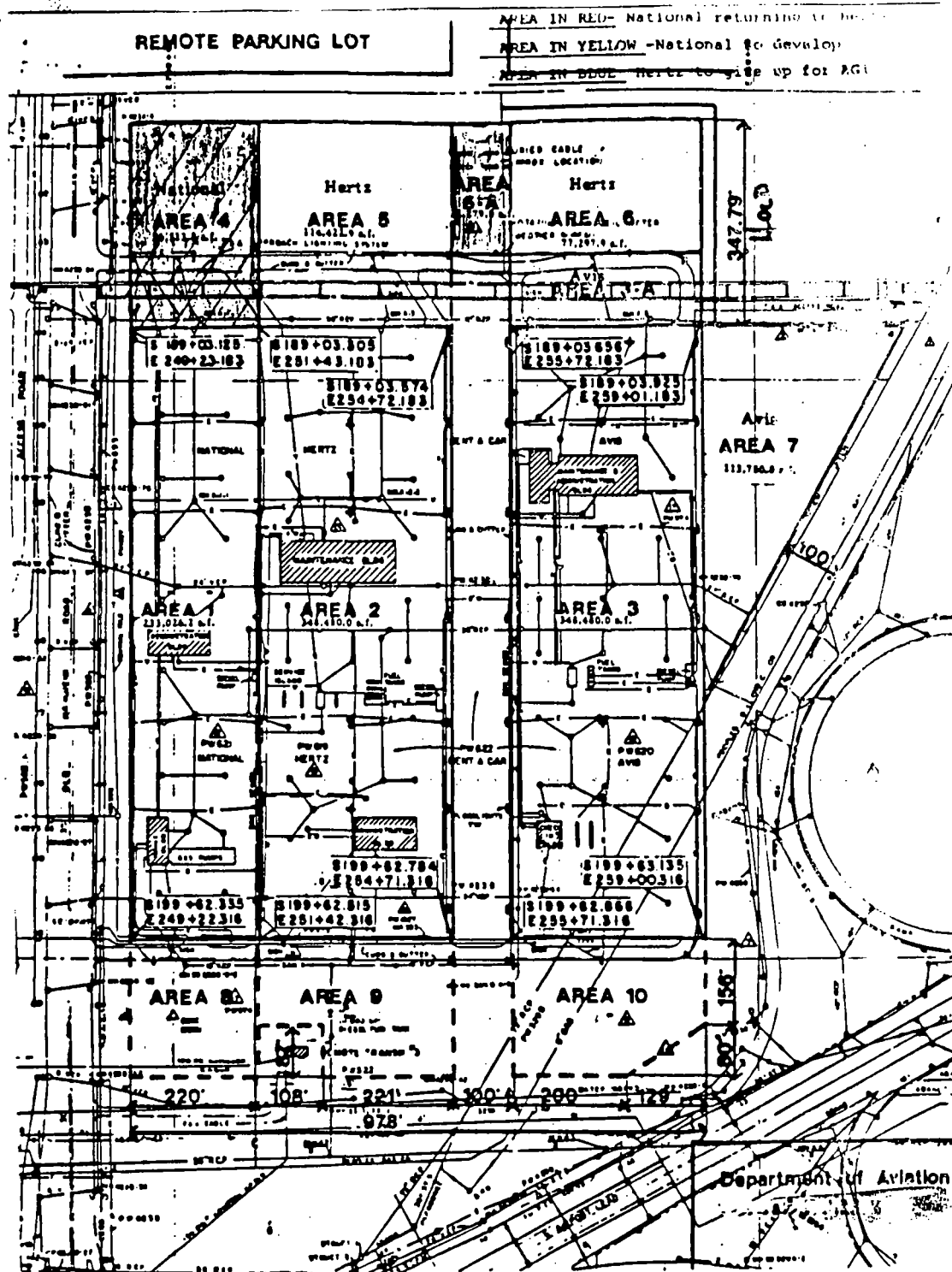
Hertz Corporation,  
a Delaware corporation

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

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

[(Sub)Exhibits "F" and "G" attached to this Third Amendment  
to the Airport Concession Agreement printed on pages  
15562 through 15564 of this Journal.]

(Sub)Exhibit "F".  
To Third Amendment To Airport Concession Agreement.



**(Sub)Exhibit "G".**  
**To Third Amendment To Airport Concession Agreement.**  
**(Page 1 of 2)**

Ms. Mary Wahl  
National Car Rental System, Inc.  
Worldwide Headquarters  
770 France Avenue South  
Minneapolis, Minnesota 55435

Dear Ms. Wahl:

Chicago O'Hare International Airport  
Notice to Vacate for A.G.T. Construction.  
Right-of-Way

In accordance with Article V.D(2) (d) of the lease agreement between National Car Rental System, Inc. and the City of Chicago, dated February 24, 1972, and Article V.D.(2) (g) as amended on September 24, 1980, this letter serves as formal notice that Area 5A, as shown on (Sub)Exhibit E attached hereto, is to be developed as a public transit corridor. According to the amended lease and as shown on (Sub)Exhibit E, National must relinquish Area 4 within one year of this written notification from the City and will be offered Area 6.

**(Sub)Exhibit "G".**  
**To Third Amendment To Airport Concession Agreement.**  
**( Page 2 of 2)**

If you have any questions regarding this notification, please call Acting Deputy Commissioner Kitty Freidheim at (312)744-4151.

Sincerely,

(Original Signed By) Jay R. Franke,  
Acting Commissioner.

Attachment  
KF:dh

cc:J. R. Franke  
K. Freidheim  
Subject File  
Reading File  
07/18/89  
S. Kurland  
J. Walker  
P. Stein  
T. Parker  
K. Mew

*Exhibit "B".*

*Fourth Amendment To*

*Airport Concession Agreement*

*Between*

*The City Of Chicago*

*And*

*Hertz Corporation*

*At*

*Chicago-O'Hare International Airport.*

This Fourth Amendment to Airport Concession Agreement ("Fourth Amendment") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between the City of Chicago, an Illinois municipal corporation ("City") and the Hertz Corporation, a Delaware corporation ("Concessionaire").

*Recitals:*

Whereas, City and Concessionaire have entered into that certain airport concession agreement dated May 15, 1972 ("Agreement") providing in part for the use and enjoyment



by Concessionaire of certain premises owned by the City located at Chicago-O'Hare International Airport in the City ("Airport"); and

Whereas, The Agreement was amended by that certain first amendment dated December 13, 1974 ("First Amendment"), and further amended by that certain second amendment to the Agreement dated September 24, 1980 ("Second Amendment"); and further amended by that third amendment to the Agreement dated September \_\_\_\_\_, 1989 ("Third Amendment"); and

Whereas, The parties seek to further amend the Agreement in order to provide for the expansion of Concessionaire's leased premises at the Airport;

Now, Therefore, In consideration of the premises and the mutual covenants and obligations contained herein, the parties covenant and agree as follows:

1. The recitations set forth above constitute an integral part of the Fourth 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. One new paragraph shall be added to Article V of the Agreement, to be designated as subsection D(2)(m) of said Article, and reading as follows:

(m) Expansion Area 9.

(i) Generally. Within \_\_\_\_\_ days of the execution date of the Fourth Amendment by the parties, Concessionaire shall have the right to lease, use and occupy that certain area located at the Airport commonly known as Area 9 and described as (Sub)Exhibit "H" attached hereto; subject, however, to the right of the City and the public to use those certain service roads, thoroughfares and public right-of-ways ("Roads") located within Area 9 and described on (Sub)Exhibit "H".

(ii) Rent and Term. Commencing with the first day in which Concessionaire begins to occupy Area 9, Concessionaire shall pay to the City rent in the amount of ten cents per square foot (10¢/sq.ft.) as provided for in the Second Amendment. The rent shall be paid by Concessionaire to the City in the manner described in the Agreement. Concessionaire's right to lease Area 9 shall expire on the last day of the lease term as described in the Agreement.

(iii) Construction of Improvements. Concessionaire shall construct a parking lot and other related improvements on Area 9 subject to the covenants, guidelines and regulations described in the Agreement concerning Area "B" buildings, structures and improvements, including, without limitation, subsections (a), (b), (c), (d) and (e) of Article V, section D, par. 2.

(iv) No Interference. The construction of the Area 9 Improvements on Area 9 and the use of Area 9 by Concessionaire shall in no manner interfere with the use of the Airport and the Roads by the City or the public; provided, however, that during the construction of the Area 9 Improvements, the City's and the public's right to use the Roads may be temporarily impeded, so long as Concessionaire receives the prior written approval of the Commissioner of Aviation and any disruption of the City's and the public's right to use the Roads shall be for the shortest time period possible. Any destruction of the Roads or injury to the public caused by the construction of the Area 9 Improvements shall be paid for solely by Concessionaire. Concessionaire agrees to indemnify and hold harmless the City from any and all claims, costs and liabilities (including attorneys' fees) incurred as a result of the construction of the Area 9 Improvements and the use thereof by Concessionaire. Additionally, prior to the use and occupancy of Area 9 by Concessionaire, Concessionaire shall obtain F.A.A. approval of any proposed use it intends for Area 9 and shall abide by the requirements of the F.A.A. in furnishing proper protection for and access to any and all navigational aids maintained by the F.A.A. located adjacent to Area 9.

3. The parties agree that if any provision of the Fourth Amendment conflicts with any provision of the Agreement, the First Amendment, the Second Amendment and the Third Amendment, the provision contained in the Fourth Amendment shall govern.

In Witness Whereof, The parties have executed this Fourth 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.

Hertz Corporation,  
a Delaware corporation

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

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

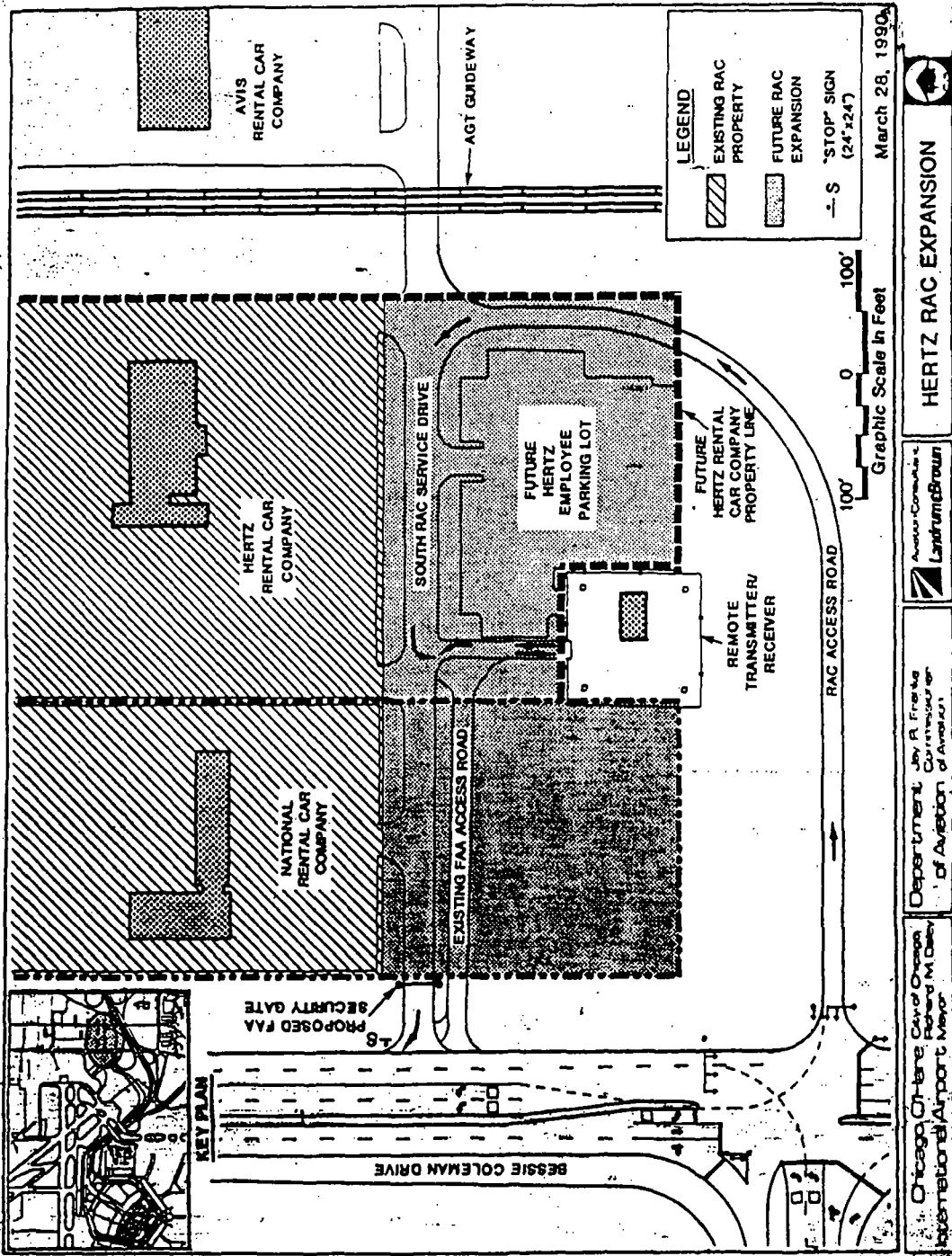
(Sub)Exhibit "H" attached to this Fourth Amendment to the  
Airport Concession Agreement printed on page  
15569 of this Journal.

\_\_\_\_\_  
**EXECUTION OF HANGAR FACILITIES LEASE WITH MIDWAY  
AIRLINES, INCORPORATED AT CHICAGO  
MIDWAY AIRPORT.**

The Committee on Aviation submitted the following report:

(Continued on page 15570)

(Sub)Exhibit "H".  
To Fourth Amendment To Airport Concession Agreement.



(Continued from page 15568)

CHICAGO, May 14, 1990.

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

Your Committee on Aviation, to which was referred an ordinance transmitted herewith from the Department of Aviation to enter into, on behalf of the City of Chicago, a lease of hangar facilities at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

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

WHEREAS, Midway Airlines, Inc., a Delaware corporation ("Airline"), is engaged in the business of air transportation and desires to lease hangar and related facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

WHEREAS, The City shall sublease from Airline a certain portion of the hangar and related facilities for certain airport maintenance functions; and

WHEREAS, The City shall enter into a license agreement with NAC Airlines, Inc. ("NAC") affecting a certain portion of the subleased premises in order to allow for the continued operation of NAC; and

WHEREAS, The City deems it in the public interest and beneficial to itself and to the operation of the Airport to execute such a lease 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, a lease of hangar facilities at Midway Airport ("Lease"), with Airline, said Lease to be substantially in the form attached hereto as Attachment A.

SECTION 2. The Commissioner of the Department of Aviation is authorized to execute a license agreement between the City and NAC in accordance with the terms of the Lease.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Attachment "A" to this ordinance reads as follows:

*Attachment "A"*

*Lease Of Hangar Facilities*

*At Chicago 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 insured 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. Airline shall have an option to renew the Lease for an additional ten (10) year term, 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 slightly 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 smoke stack, 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 attorney's 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.

#### 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 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.

(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.

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) 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) 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 subsection 6.03(b), 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 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 any other agreement between City and Airline and the failure of Airline to remedy such default within a period of sixty (60) days after receipt from City of notice to remedy the same.
- (h) The failure or refusal of the F.A.A. to approve all weather operations into and from the Airport of aircraft operated by Airline in scheduled air transportation and using facilities similar to those at the Airport and the continuance thereof for a period of at least sixty (60) days.
- (i) The issuance by any court of competent jurisdiction of an injunction which in any way prevents or restrains the use and operation of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system 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.
- (j) The issuance of any order, rule or regulation or the taking of any action by the United States Department of Transportation or the F.A.A. or other competent governmental authority, or the occurrence of any fire, other casualty, act of God or the public enemy, causing the substantial cessation for a period of at least sixty (60) days of Airline's use of the Airport in its conduct of an air transportation system.
- (k) In the event Airline and City for any reason terminate or fail to renew or replace the Midway Use Agreement.
- (l) 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 (l) 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.

#### 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 subsections h, i, j, k and l 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 owned 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 attorney's 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:

- (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 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, 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 Hangar Facilities Lease  
printed on pages 15605 through 15610  
of this Journal.]

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**COMMITTEE ON BEAUTIFICATION AND RECREATION.**

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**REAPPOINTMENT OF MR. WILLIAM BARTHOLOMAY AS  
COMMISSIONER OF CHICAGO PARK DISTRICT.**

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Beautification and Recreation, having had under consideration a communication from the Mayor (which was referred on April 25, 1990), reappointing Mr. William Bartholomay as a Commissioner of the Chicago Park District for a term ending April 25, 1995, begs leave to recommend that Your Honorable Body *Approve* said reappointment which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

(Continued on page 15611)

Exhibit "A".

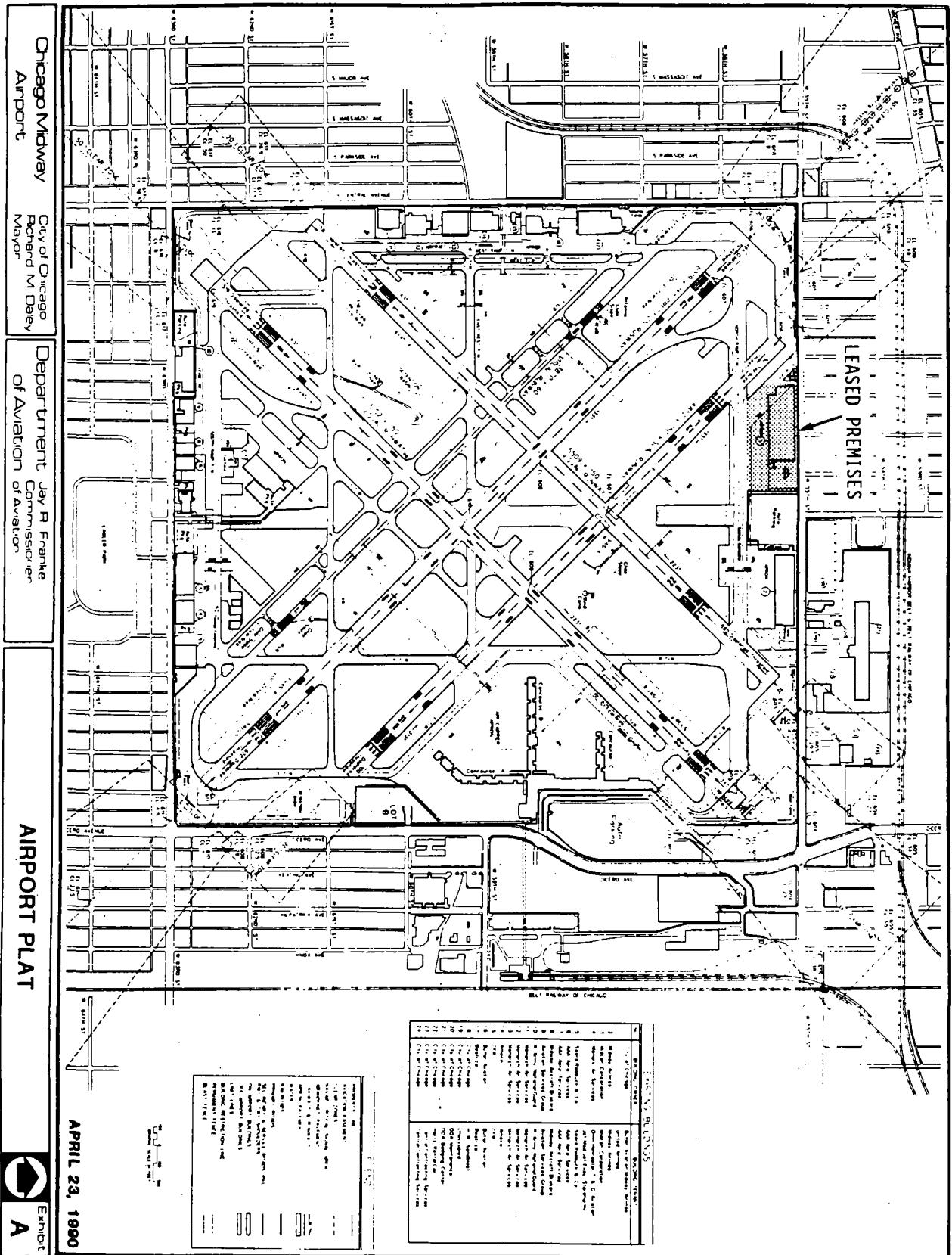
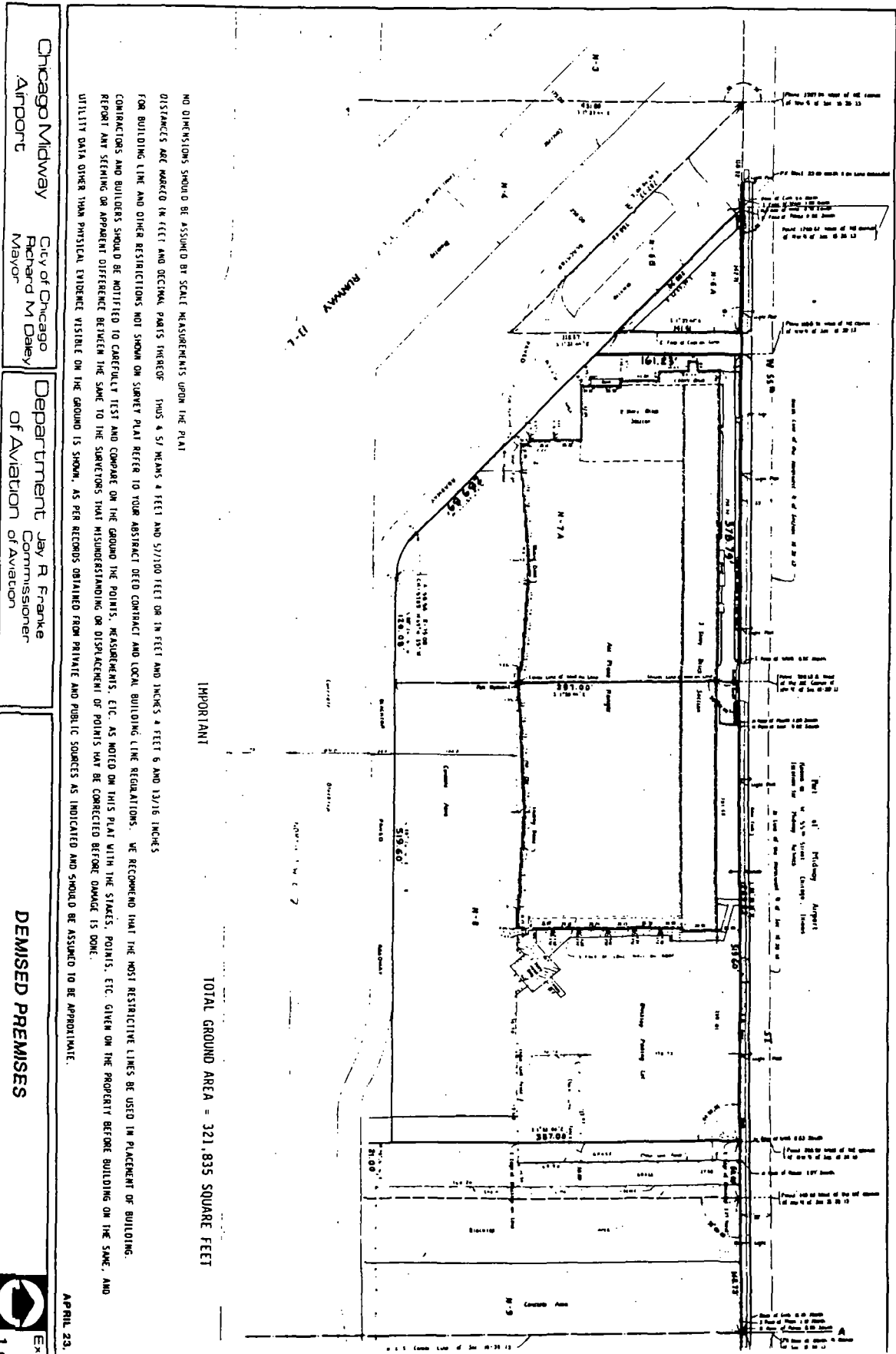




Exhibit "B".  
(Page 1 of 3)



NO DIMENSIONS SHOULD BE ASSUMED BY SCALE MEASUREMENTS UPON THE PLAN  
 DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF. STUDS & S/ MEANS 4 FEET AND 57/100 FEET OR 1/4 FEET AND INCHES & FEET 6 AND 13/16 INCHES  
 FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN ON SURVEY PLAT REFER TO TOWN ABSTRACT DEED CONTRACT AND LOCAL BUILDING LINE REGULATIONS. WE RECOMMEND THAT THE MOST RESTRICTIVE LINES BE USED IN PLACEMENT OF BUILDING.  
 CONTRACTORS AND BUILDERS SHOULD BE NOTIFIED TO CAREFULLY TEST AND COMPARE ON THE GROUND THE POINTS, MEASUREMENTS, ETC. AS NOTED ON THIS PLAT WITH THE STAKES, POINTS, ETC. GIVEN ON THE PROPERTY BEFORE BUILDING ON THE SAME. AND  
 REPORT ANY SEEMING OR APPARENT DIFFERENCE BETWEEN THE SAME TO THE SURVEYORS THAT MISUNDERSTANDING OR DISPLACEMENT OF POINTS MAY BE CORRECTED BEFORE DAMAGE IS DONE.  
 UTILITY DATA OTHER THAN PHYSICAL EVIDENCE 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 = 321,835 SQUARE FEET

Chicago Midway Airport  
 City of Chicago  
 Richard M. Daley  
 Mayor

Department of Aviation  
 Jay R. Franke  
 Commissioner  
 of Aviation

DEMISED PREMISES

Exhibit "B".  
(Page 2 of 3)

PARCEL N-7A

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 728.12 FEET WEST OF THE NORTHEAST 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, 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, 120.08 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 CENTERLINE 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 HEREINAFOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 120,750 SQUARE FEET OR 2.7720 ACRES

PARCEL N-8

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 728.12 FEET WEST OF THE NORTHEAST 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, 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 208.52 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 HEREINAFOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AREA = 201,085 SQUARE FEET OR 4.6163 ACRES

|                        |  |   |                  |
|------------------------|--|---|------------------|
| Chicago Midway Airport | City of Chicago<br>Richard M. Daley<br>Mayor | Department of Aviation<br>Jay R. Franke<br>Commissioner | DEMISED PREMISES |
|------------------------|--|---|------------------|



APRIL 23, 1980

Exhibit "B".  
(Page 3 of 3)

HANGAR #2 SPACE ALLOCATION

|                           |        |        |
|---------------------------|--------|--------|
| WEST HANGAR BAY           | 44,890 |        |
| OFFICE & 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 & SERVICE AREAS    |        | 61,092 |
| First Floor -Shop Area    | 11,640 |        |
| Second Floor -Office Area | 11,420 | 22,944 |
| Third Floor -Office Area  | 11,524 |        |

Chicago O'Hare City of Chicago  
International Airport, Mayor Richard M Daley

Department of Aviation Jay R Franke  
Commissioner

DEMISED PREMISES

APRIL 29, 1980

Exhibit "C".

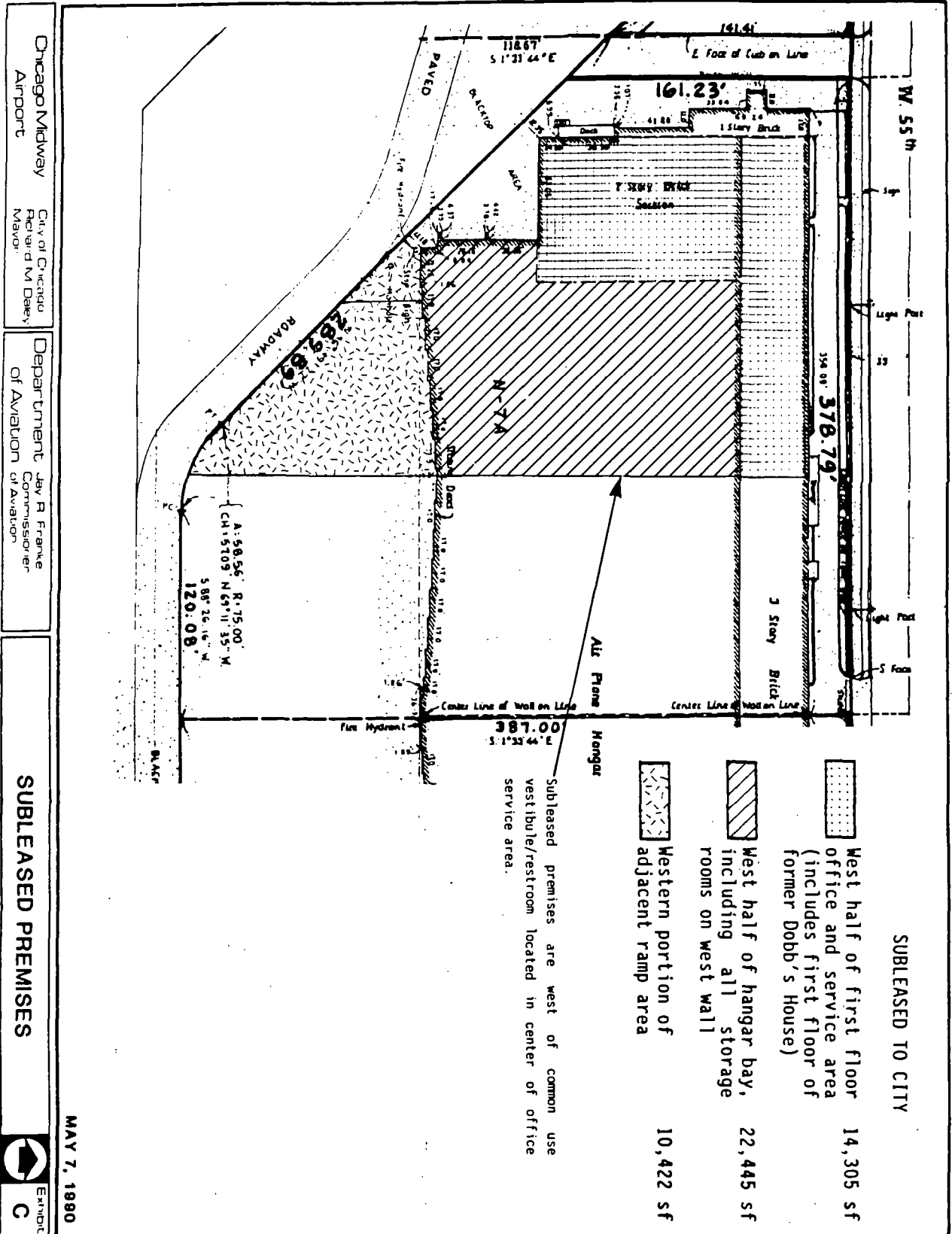
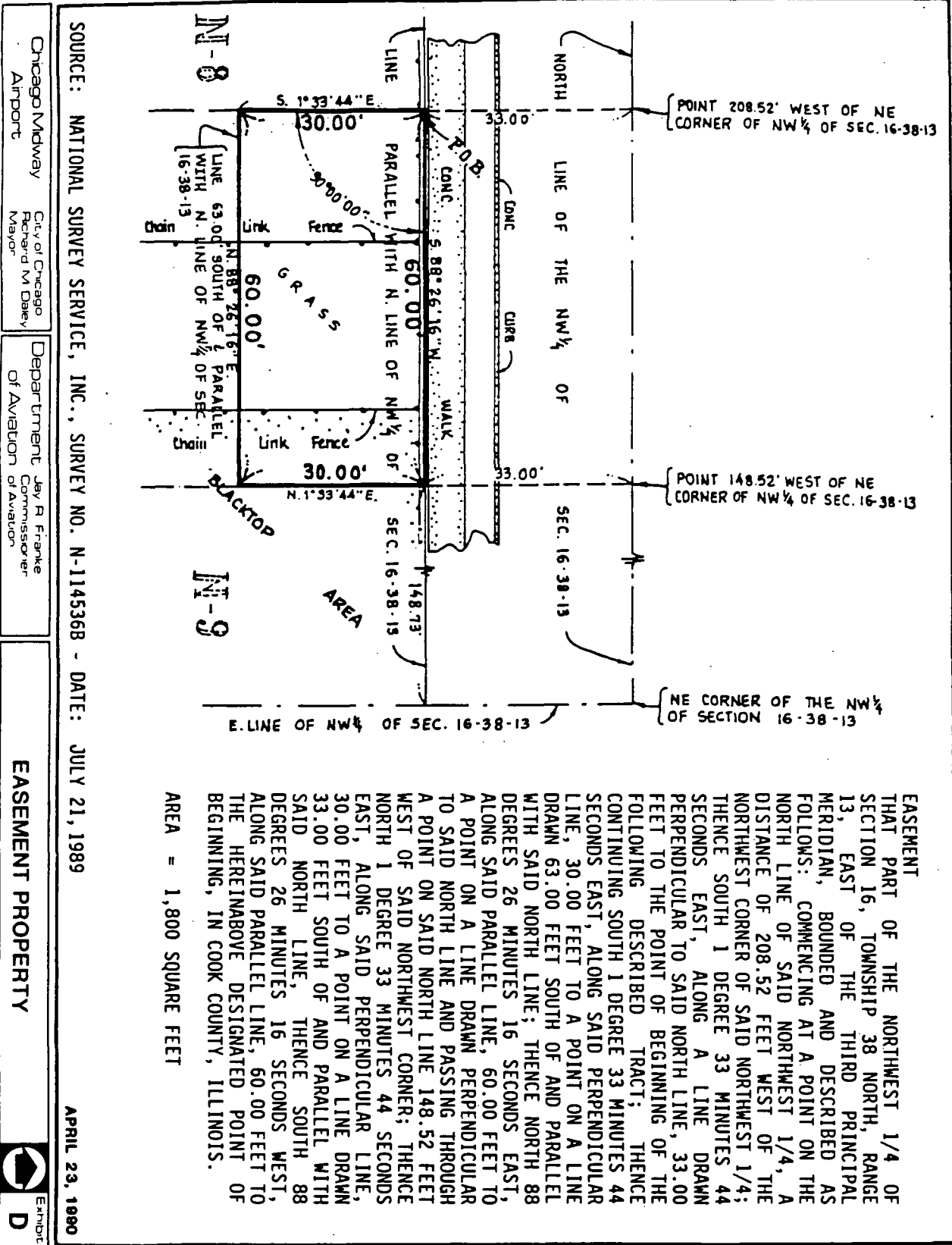


Exhibit "D".



(Continued from page 15604)

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,  
*Chairman.*

On motion of Alderman Schuler, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. William Bartholomay as a Commissioner of the Chicago Park District was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, J. Evans, Garcia, Krystyniak, Henry, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, Orr, Stone -- 36.

*Nays* -- None.

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

---

COMMITTEE ON BEAUTIFICATION AND RECREATION SUBCOMMITTEE  
ON CHICAGO LAKEFRONT URGED TO CONTINUE  
HEARINGS FOR IMPROVEMENT STUDY OF  
CHICAGO SHORELINE.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Beautification and Recreation, having under consideration a resolution calling for study and monitoring of Chicago lakefront maintenance and planning (which was referred on April 25, 1990) begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting vote.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The Lake Michigan shoreline abutting the City of Chicago (hereinafter "the Shoreline") is an engineered, "improved" shoreline requiring monitoring and maintenance; and

WHEREAS, The Shoreline is a civic improvement of great economic and recreational value to the citizens and visitors of the City of Chicago; and

WHEREAS, Neglect of Shoreline maintenance has placed in jeopardy these recreational, aesthetic, economic and erosion protection benefits to the City of Chicago; now, therefore,

*Be It Resolved*, That the City Council Committee on Beautification and Recreation Subcommittee on the Chicago Lakefront continue to investigate and conduct hearings on the costs and methods for the maintenance and enhancement of the Shoreline and shall investigate, in conjunction with other agencies, including the U. S. Army Corps of Engineers, the State of Illinois, and the Chicago Park District, available funding sources for improvements to the Shoreline, its breakwaters and other erosion control improvements.

ISSUANCE OF PERMITS FOR CARNIVALS, SIDEWALK SALES,  
STREET FAIRS AND STREET CLOSINGS, ET CETERA.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Beautification and Recreation, having had under consideration thirty-nine orders (which were referred on February 28, March 21, April 6, and April 25, 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 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 Schuler, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

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



## CARNIVALS.

*Buddhist Temple Of Chicago.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Buddhist Temple of Chicago, 1151 West Leland Avenue, for the conduct of a carnival and/or street festival on West Leland Avenue, between North Broadway and North Racine Avenue for the period of June 29 through July 1, 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.

---

*Mr. Edward Jarmuszka.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Edward Jarmuszka, 11034 South Greenbay Avenue, for the conduct of a carnival and/or street fair on South Baltimore and South Brandon Avenues, between East 132nd and East 134th Streets; and on East 133rd Street, between South Brandon and South Houston Avenues, 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 portions of the streets affected, as provided by said carnival ordinance, for the period of August 4 and 5, 1990, during the hours of 11:30 A.M. and 12:00 Midnight each day.

---

*Ms. Mary Ann Mahon/Chicago Valentine Boys and  
Girls Club.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mary Ann Mahon, Director, Chicago Valentine Boys and Girls Club, for the conduct of annual carnival on South Emerald Avenue, from West 33rd Street to West 35th Street; and on West 34th Street, from South Halsted Street to South Union Avenue, beginning at 8:00 A.M., May 28, 1990 through 12:00 Noon, June 4, 1990.

*Reverend Thomas McHugh/Saint Matthias Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Reverend Thomas McHugh/Saint Matthias Church, 2310 West Ainslie Street, for the conduct of a church carnival on North Claremont Avenue, north of West Ainslie Street to the parish parking lot in the middle of the block, beginning Tuesday, June 5, 1990 at 8:00 A.M. until 6:00 P.M., Monday, June 11, 1990 (24 hours).

---

*Our Lady Of Victory Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Our Lady of Victory Church, 5212 West Agatite Avenue, for the conduct of a carnival and/or street fair on West Sunnyside Avenue, between North Laramie Avenue and North Lockwood Avenue for the period of June 6 through June 10, 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.

---

*Puerto Rican Parade Committee.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Puerto Rican Parade Committee, 1237 North California Avenue, for the conduct of the Puertorriquenas Festival/Carnival on West Luis Munoz Drive, from North Humboldt Boulevard to West LeMoyne Street, during the hours of 9:00 A.M. to 12:00 Midnight, June 3, 1990 through June 10, 1990.

---

*Saint Hilary Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Hilary Church, 5600 North Fairfield Avenue, for the conduct of a carnival and/or street fair on North Fairfield Avenue, from the alley adjacent to 5626

North Fairfield Avenue south to the parking lot adjacent to 5600 North Fairfield Avenue, and also in the parking lot, for the period of June 25 through July 1, 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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*Saint Nicholas Cathedral School.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Saint Nicholas Cathedral School, 2200 West Rice Street, for the conduct of a carnival and/or street fair on West Superior Street, between North Oakley Boulevard and North Leavitt Street, for the period of April 23 through April 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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*Saint Pascal Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Pascal Church, 3935 North Melvina Avenue, for the conduct of an annual carnival for the period of May 27 through June 4, 1990; on North Moody Avenue, between West Irving Park Road and the first alley north thereof; on North Melvina Avenue, between West Irving Park Road and the first alley north thereof; and on the first alley north of West Irving Park Road, between North Moody Avenue and North Melvina Avenue.

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*South Chicago Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to South Chicago Chamber of Commerce, 9204 South Commercial Avenue, for the conduct of a carnival and/or street fair on East 91st Street, between South Exchange Avenue and South Commercial Avenue for the period of May 10 through May 14, 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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*Mr. George Stamos.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to George Stamos, 6230 North Artesian Avenue, for the conduct of Saint Demetrios Greek Orthodox Church Carnival on the 2700 block of West Winona Street, from North California Avenue to North Washtenaw Avenue, Sunday, August 19, 1990 through Sunday, August 26, 1990, 12:00 Noon to round the clock.

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*Ms. Nadine Zapolsky/Chicago Ethnic Fair, Incorporated.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Nadine Zapolsky/Chicago Ethnic Fair, Incorporated, 6422 South Kostner Avenue, for the conduct of a carnival and/or street fair on South Avenue L, between East 114th and East 115th Streets, from 11:30 P.M. on Sunday, April 22, 1990 through 8:00 A.M. on Monday, April 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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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 Pulaski Road; and on North Kedzie Avenue (both sides) between

West Wilson Avenue and West Ainslie Street, for the period of May 17 through May 20 (rain date May 21), 1990, during the hours of 9:00 A.M. and 8:00 P.M. each day.

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*Jefferson Park Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Jefferson Park Chamber of Commerce, 4651 North Milwaukee Avenue, for the conduct of a sidewalk sale for the period of June 15 and 16, 1990, during the the hours of 9:00 A.M. and 5:00 P.M. each day, in the following areas: North Milwaukee Avenue (both sides) from 4630 to 4955; West Lawrence Avenue (both sides) from 5216 to 5400; West Higgins Avenue (both sides) from 5217 to 5403; and West Ainslie Street (both sides) from 5310 to 5334.

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*Milwaukee-Diversey Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Milwaukee-Diversey Chamber of Commerce, 2956 North Milwaukee Avenue, for the conduct of an art and craft sidewalk sale for the period of June 21 through June 24, 1990, during the hours of 9:00 A.M. and 9:00 P.M. on North Milwaukee Avenue (both sides) from 2600 to 3200; West Diversey Avenue (both sides) from 3300 to 3500; and North Pulaski Road (both sides) from 3000 to 3100.

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*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, for the conduct of a sidewalk sale in front of the Chicago Symphony Hall for the period of June 30 and July 1, 1990, during the hours of 10:00 A.M. and 5:00 P.M. each day (Note: the sale area will be 10 feet deep and 35 feet long against the facade of Orchestra Hall, set apart from the general traffic by ropes and by sandwich boards at each end).

*Park West Community Organization.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Park West Community Organization, P.O. Box 146770-60614, for a sidewalk Park West Antiques Fair on North Geneva Terrace (both sides) and in the east-west alley one-half block north of West Fullerton Parkway, between North Orchard Street and North Clark Street, for the period of June 2 and 3, 1990, during the hours of 8:00 A.M. and 11:00 P.M. each day.

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*Portage Chamber Of Commerce.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Portage Chamber of Commerce, 4921 West Irving Park Road, c/o Jeannine Smentek, Executive Director, for the conduct of a sidewalk sale on North Cicero Avenue (both sides) from 3900 to 4300; on North Milwaukee Avenue (both sides) from 3900 to 4300; and on West Irving Park Road (both sides) from 4700 to 5300, for the period of Thursday/Friday, April 26 and 27, 1990, from 9:00 A.M. to 9:00 P.M. and Saturday/Sunday, April 28 and 29, 1990, from 9:00 A.M. to 6:00 P.M.

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*Sol Mazur "Z Frank".*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sol Mazur "Z Frank", 6060 North Western Avenue, for the conduct of their annual spring car sale on the sidewalks of the 6000 block of North Western Avenue (both sides) between West Peterson Avenue and West Glenlake Avenue, for the period of April 20 and 21, 1990, during the hours of 8:30 A.M. and 9:30 P.M. each day.

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*Transport Salvage Sale, Incorporated.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Transport Salvage Sale, Incorporated, for the conduct of sidewalk

sales in front of their premises at 6830 -- 6840 South Cottage Grove Avenue, during the hours of 7:30 A.M. and 5:30 P.M. each day, for the following periods:

April 27 and 28; May 4 and 5, 11 and 12, 18 and 19, 25 and 26; June 1 and 2, 8 and 9, 15 and 16, 22 and 23, 29 and 30; July 6 and 7, 13 and 14, 20 and 21, 27 and 28; August 3 and 4, 10 and 11, 17 and 18, 24 and 25, 31; September 1, 7 and 8, 14 and 15, 21 and 22, 28 and 29; October 5 and 6, 12 and 13, 19 and 20, 26 and 27, 1990.

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*Ms. Sherry West.*  
*(April Through July)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sherry West, 5245 South Drexel Avenue for the conduct of sidewalk sales on East 53rd Street, from South Cottage Grove Avenue to South Maryland Avenue, Saturday, April 28, 1990, during the hours of 8:00 A.M. to 6:00 P.M.; Saturdays, May 12, 19 and 26, 1990, during the hours 8:00 A.M. to 6:00 P.M.; Saturdays, June 2, 9, 16, 23 and 30, 1990, during the hours of 8:00 A.M. to 6:00 P.M.; Saturdays, July 14, 21 and 28, 1990, during the hours of 8:00 A.M. to 6:00 P.M.

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*Ms. Sherry West.*  
*(August Through October)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Sherry West, 5245 South Drexel Avenue for the conduct of sidewalk sales, Saturdays, August 4, 11, 18 and 25, 1990; Saturdays, September 1, 8, 15, 22 and 29, 1990; Saturdays, October 6, 13, 20 and 27, 1990, during the hours of 8:00 A.M. to 6:00 P.M.

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STREET FAIRS.

*Alderman Jesse J. Evans.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to

grant permission to Alderman Jesse J. Evans, 706 West 95th Street, for the conduct of the neighborhood festival on South Genoa Street, from 9500 south to 9600 south, August 22, 1990 through August 26, 1990, during the hours of 10:00 A.M. until 10:00 P.M.

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*Ms. Rebecca Janowitz/Book Fair Committee.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Rebecca Janowitz, Book Fair Committee, 188 West Randolph Street, Suite 1100, for the conduct of the 57th Street Book Fair on East 57th Street, from South Dorchester Avenue to South Kenwood Avenue on Sunday, September 23, 1990, during the hours of 9:00 A.M. to 5:00 P.M.

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*Roger Turco-Boys And Girls Club.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Roger Turco-Boys and Girls Club, 2801 South Ridgeway Avenue, for the conduct of the annual festival to benefit Boys and Girls Club of Little Village, on South Christiana Avenue, from 2600 south to 2650 south, June 7, 1990, during the hours of 6:00 P.M. to 10:30 P.M.; June 8, 1990, during the hours of 6:00 P.M. to 11:30 P.M.; June 9, 1990, during the hours of 1:00 P.M. to 11:30 P.M. and June 10, 1990, during the hours of 1:00 P.M. until 10:00 P.M.

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*57th Street Art Fair.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the 57th Street Art Fair, 5548 South Drexel Avenue, for the conduct of an art fair for the period of June 2 and 3, 1990, during the hours of 7:00 A.M. and 8:00 P.M. on (streets and sidewalks) East 57th Street (both sides) between South Kimbark Avenue and South Dorchester Avenue; on South Kimbark Avenue (both sides) between East 56th Street and East 57th Street; and on East 56th Street (both sides) between South Kimbark Avenue and South Kenwood Avenue.



## STREET CLOSINGS.

*Chicago Area Council Number 118/  
Boy Scouts Of America.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Chicago Area Council Number 118/Boy Scouts of America, 730 West Lake Street, Chicago, to close to traffic South LaSalle Street, between West Jackson Boulevard and West Adams Street; West Quincy Street, between South Clark Street and South LaSalle Street; and West Quincy Street, between South LaSalle Street and South Wells Street, from 8:00 P.M. on Wednesday, July 18 to 6:00 A.M. on Friday, July 20, 1990, for the conduct of the 20th Annual LaSalle Street Dinner Dance for the Chicago Area Council, Boy Scouts of America.

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*March Of Dimes WalkAmerica Logistics Committee.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to the March of Dimes WalkAmerica Logistics Committee, One North Dearborn Street, to close to traffic East Roosevelt Road, between South Lake Shore Drive and South Columbus Drive on Sunday, April 29, 1990, during the hours of 5:00 A.M. and 6:00 P.M. in conjunction with the March of Dimes WalkAmerica.

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*Mr. John Miller.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to John Miller, 4840 South Kostner Avenue, to close to traffic the north-south alley between South Kostner Avenue and Archer Park, from West 48th Street to West 49th Street, from April 1 through December 1, 1990, Monday through Friday, from 6:00 P.M. to 9:00 P.M. and Saturday and Sunday from 10:00 A.M. to 4:00 P.M. for recreational purposes.

*Chris Murray/Edge Of The Looking Glass Gallery.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Chris Murray/Edge of the Looking Glass Gallery, 62 East 13th Street, to close to traffic East 13th Street, between South Michigan and South Wabash Avenues on Wednesday, April 4, 1990, from 12:01 A.M. to 5:00 A.M., for the painting of an abstract picture of hierographic type images on the surface of the street pavement with the understanding that the applicant is responsible for the removal of the water-based latex paint within a three-day period.

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*Roscoe Village Neighbors.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to issue permits to the Roscoe Village Neighbors for the Roscoe Village Street Festival, 2022 West Roscoe Street (60618) Diane Austin -- 549-3714 or 773-3257 and to close the following streets to traffic on June 23, 1990, from 12:01 A.M. to 12:00 Midnight:

|                     |   |
|---------------------|---|
| North Hoyne Avenue  | From West School Street to West Cornelia Avenue (both sides of above two streets);  |
| North Seeley Avenue | From West School Street to West Cornelia Avenue (both sides of above two streets);  |
| West Roscoe Street  | From North Damen Avenue to North Hamilton Avenue (both sides of above two streets). |

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*Saint Gregory Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Gregory Church, 1634 West Gregory Street, to close to traffic North Paulina Street, between West Gregory Street and West Bryn Mawr Avenue for the period of June 10 through June 18, 1990, at all times, for the conduct of an annual carnival.

## MISCELLANEOUS.

*Mr. John Abell/Cairo Night Club.  
(Cerebral Palsy Charity Event)*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to John Abell/Cairo Night Club, 720 North Wells Street, for the conduct of a charity event for Cerebral Palsy on Superior Street, from Wells Street to Franklin Street, Thursday, June 21, 1990, during the hours of 9:00 A.M to 11:00 P.M.*

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*Mr. Lee Caldwell/University Of Chicago.  
(Lincoln Academy Convocation)*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lee Caldwell, Director of Security, University of Chicago, 5555 South Ellis Avenue, for the conduct of Lincoln Academy Convocation on East 59th Street, from South University Avenue to South Kimbark Avenue; 5900 block of South Woodlawn Avenue (both sides) from East 57th Street to East 59th Street, Saturday, April 21, 1990, during the hours of 8:00 A.M. to 6:00 P.M.*

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*Department Of Consumer Services.  
(Farmers' Market)*

*Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Department of Consumer Services, City of Chicago, Room 808/City Hall, for the conduct of Farmers' Market Days, during the hours of 6:00 A.M. to 3:00 P.M. for the following periods on North Clover Street from 4000 to 4100: June 6, 13, 20, 27, 1990; July 11, 18, 25, 1990; August 1, 8, 15, 22, 29, 1990; September 5, 12, 19, 26, 1990; and October 3, 10, 17, 24, 1990.*

*Father George Kaloudis/Holy Trinity Church.  
(Good Friday Easter Parade)*

*Ordered,* That Commissioner of Public Works is hereby authorized and directed to grant permission to Father George Kaloudis, Holy Trinity Church, 6041 West Diversey Avenue, for the conduct of a Good Friday Easter Parade on Diversey Avenue, from Meade Avenue to Austin Avenue; on Austin Avenue, from Diversey Avenue to Wrightwood Avenue; and on Wrightwood Avenue, from Austin Avenue to Meade Avenue, Friday, April 13, 1990, during the hours of 9:00 P.M. to 10:00 P.M.

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*Ravenswood Community Council.  
(Annual Flea Market)*

*Ordered* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ravenswood Community Council for the conduct of R.C.C. Annual Flea Market on North Ravenswood Avenue (east side) from 4400 to 4500 on Saturday, June 23, 1990, during the hours of 6:00 A.M. to 6:00 P.M. (rain date June 24, 1990).

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*Mrs. Irene Smith/Hyde Park Neighborhood Club.  
(Annual Flea Market)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mrs. Irene Smith, Hyde Park Neighborhood Club, 5480 South Kenwood Avenue, for the conduct of an annual flea market on Old Lake Park, from 5300 south to 5400 south, Saturday, May 19, 1990 from 1:00 P.M. through Sunday, May 20, 1990 until 6:00 P.M.

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*Ms. Rose Unger/Saint Michaels Church.  
(Celebration 90)*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to

grant permission to Rose Unger, Saint Michaels Church, 1633 North Cleveland Avenue, for the conduct of Celebration "90" on Cleveland Avenue, from Myer Court to Myer Court; Eugenie Street, from Hudson Avenue to Saint Michaels Court; and Saint Michaels Court, from Eugenie Street to Buddhist Temple on June 9, 1990, during the hours of 7:00 A.M. until 11:00 P.M. and June 10, 1990, during the hours of 12:00 Noon until 10:00 P.M.

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

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**APPOINTMENT OF MR. TIMOTHY J. JOHNS AS  
MEMBER OF PERSONNEL BOARD.**

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

CHICAGO, May 16, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration a communication and report concerning the appointment of Timothy J. Johns as a member of the Personnel Board of the City of Chicago for a term ending July 19, 1994, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

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 committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Timothy J. Johns as a member of the Personnel Board was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

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TRANSFER OF FUNDS AUTHORIZED WITHIN MAYOR'S  
OFFICE OF SPECIAL EVENTS.

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

CHICAGO, May 16, 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 Mayor's Office of Special Events, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

| Purpose     | Fund | Code<br>Department | Account | Amount     |
|-------------|------|--------------------|---------|------------|
| Advertising | 355  | 24-2005            | 0152    | \$3,000.00 |

TO:

| Purpose                       | Fund | Code<br>Department | Account | Amount     |
|-------------------------------|------|--------------------|---------|------------|
| Reimbursement<br>To Travelers | 355  | 24-2005            | 0245    | \$3,000.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the Mayor's Office of Special Events 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 CITY COUNCIL  
COMMITTEE ON HOUSING, LAND ACQUISITION,  
DISPOSITION AND LEASES.

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

CHICAGO, May 16, 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 City Council Committee on Housing, Land Acquisition, Disposition and Leases, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.



*Nays -- None.*

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

| Purpose                  | Fund | Code<br>Department | Account | Amount      |
|--------------------------|------|--------------------|---------|-------------|
| For Personal<br>Services | 100  | 15-2080            | 0000    | \$10,000.00 |

TO:

| Purpose           | Fund | Code<br>Department | Account | Amount      |
|-------------------|------|--------------------|---------|-------------|
| For Contingencies | 100  | 15-2080            | 0700    | \$10,000.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Housing, Land Acquisition, Disposition and Leases during the year 1990.

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

TRANSFER OF FUNDS AUTHORIZED WITHIN CITY COUNCIL  
COMMITTEE ON HISTORICAL LANDMARK  
PRESERVATION.

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

CHICAGO, May 16, 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 City Council Committee on Historical Landmark Preservation, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1990. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1990 payable from such appropriations:

FROM:

| Purpose           | Fund | Code<br>Department | Account | Amount     |
|-------------------|------|--------------------|---------|------------|
| For Contingencies | 100  | 15-2050            | 0700    | \$4,000.00 |

TO:

| Purpose                  | Fund | Code<br>Department | Account | Amount     |
|--------------------------|------|--------------------|---------|------------|
| For Personal<br>Services | 100  | 15-2050            | 0000    | \$4,000.00 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Historical Landmark Preservation during the year 1990.

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

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AMENDMENT OF 1990 ANNUAL APPROPRIATION ORDINANCE,  
AS AMENDED, BY TRANSFERRING CERTAIN FUNDS  
WITHIN CITY COUNCIL COMMITTEE ON  
VETERANS AFFAIRS.

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

CHICAGO, May 16, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1990 Annual Appropriation Ordinance, as amended, in the City Council Committee on Veterans Affairs, to establish an account and transfer funds necessary for specific purposes, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

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

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

*Exhibit "A".*

100 -- Corporate Fund -- 1990

| Page    | Code      | Department And Item                             | Strike<br>No. Amount | Insert<br>No. Amount |
|---------|-----------|---|----------------------|----------------------|
|         |           | City Council, Committee<br>On Veterans Affairs. |                      |                      |
| 44      | 2186.0000 | For Personal Services                           | \$60,000             | \$59,000             |
| Insert: |           |   |                      |                      |
| 44      | 2186.0300 | For Commodities and<br>Materials                |                      | \$ 1,000             |

---

EXECUTION OF AGREEMENT WITH LEADERSHIP COUNCIL  
FOR METROPOLITAN OPEN COMMUNITIES FOR  
IMPLEMENTATION OF FAIR HOUSING  
COUNSELING PROGRAM.

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

CHICAGO, May 16, 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 execution of an agreement between the City of Chicago and the Leadership Council for Metropolitan Open Communities, relating to the Fair Housing Counseling Program, in the amount of \$55,000.00, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to the Year XVI Community Development Block Grant Ordinance passed by the City Council on December 6, 1989 (City Council Journal of Proceedings, pages 9222 to 9313) (Year XVI C.D.B.G.), the City of Chicago has been allocated certain funds for the improvement of City services; and

WHEREAS, The City of Chicago acting by and through its Department of Housing has created a program called the Fair Housing Counseling Program ("Program"), to provide for comprehensive counseling services to community groups in order to broaden the range of housing alternatives; and

WHEREAS, The Department of Housing has been allocated certain funds from Year XVI C.D.B.G. for the development of the Program; and

WHEREAS, The Leadership Council for Metropolitan Open Communities ("Contractor") was recommended by the Sole Source Review Board of the City's Department of Purchasing as the only private Fair Housing Agency in Chicago who counsels home seekers, trains real estate agents, tests for discrimination and files suits in the Federal District Courts; and

WHEREAS, Contractor is ready, willing and able to provide those services to the City which would allow it to implement a program that would broaden the range of housing alternatives for City residents; and

WHEREAS, The cost of implementing such program is approximately \$55,000.00; and

WHEREAS, Section 6 of Year XVI C.D.B.G. provides that the award of any contract or grant over \$50,000.00 in any program category, project, or activity which is not included by specific designation in the Year XVI C.D.B.G. Ordinance shall be subject to review and approval by the City of Chicago City Council; and

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

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

SECTION 1. The City Council hereby has reviewed the proposed award of a contract between the City of Chicago and the Leadership Council for Metropolitan Open Communities and approves the award of such contract attached herein as Exhibit I.

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

Exhibit I attached to this ordinance reads as follows:

*Exhibit I.*

*City Of Chicago*

*Department Of Housing  
Technical -- Professional Services.*

*Part 1 -- Agreement.*

This Agreement, entered into this 1st day of December, 1989, by and between the City of Chicago, a municipal corporation of the State of Illinois, acting through its Department of Housing (hereinafter referred to as "City"), and Leadership Council for Metropolitan Open Communities (hereinafter referred to as "Contractor").

*Witnesseth:*

Whereas, The City has entered into a Contract with the United States of America for a grant for the provision of housing, economic development, community facilities and services, pursuant to the Housing and Community Development Act of 1974; and

Whereas, The City desires to engage the Contractor to render certain services in connection therewith;

Now, Therefore, The parties hereto do mutually agree as follows:

*I. Scope Of Services.*

The Leadership Council for Metropolitan Open Communities will provide the following services relating to discrimination in the private housing market based on race, sex, national origin, religion and parental status:

- A. Receive 80 complaints of discrimination during Year XVI which will result in legal services, counseling and/or referral to the Fair Housing Section of the Department of Housing.
- B. Testing of 20 real estate offices for racial steering and panic peddling, conducting 80 tests.
- C. Hold 10 seminars for home seekers, counseling 200 minority home seekers either individually or at the seminars.

*II. Compensation.*

It is agreed and understood that the City of Chicago will pay the Leadership Council for service performed for a total amount not to exceed (\$55,000). The Leadership Council will submit monthly invoices detailing a list of services performed. Payment will be made in full on the basis of approved and supporting papers. Changes for services will be in accordance with the following:



|                                 |                                 |          |
|---------------------------------|---------------------------------|----------|
| General Counsel                 | \$10.02 per hour (not to exceed | \$6,384) |
| Director, Legal Program         | 21.98 per hour (not to exceed   | 14,000)  |
| Legal Director (Staff Attorney) | 17.58 per hour (not to exceed   | 12,041)  |
| Investigations Manager          | 15.38 per hour (not to exceed   | 9,800)   |
| Investigator                    | 9.89 per hour (not to exceed    | 6,300)   |
| Legal Secretary                 | 10.16 per hour (not to exceed   | 6,475)   |
|                                 | TOTAL:                          | \$55,000 |

Payment vouchers will be submitted monthly. This will include 26 pay periods for salary reimbursement.

### *III. Time Of Services.*

The services are to commence January 1, 1990, and will terminate December 31, 1990. However, the City shall have the privilege of extending the same for additional periods on the same terms and conditions.

### *IV. Notice.*

All notices and communications required hereunder shall be sent pre-paid first class mail to the Leadership Council for Metropolitan Open Communities, 401 South State Street, Room 860, Chicago, Illinois 60605, and to Commissioner Michael F. Schubert, Department of Housing, 318 South Michigan Avenue, 7th floor, Chicago, Illinois 60604. All communications to the Contractor shall be deemed received when mailed.

### *V. Funds Chargeable.*

Payment hereunder shall be made from fund number: 325-21-2510-0140-2510.

*VI. Terms And Conditions.*

This contract is subject to and incorporates the provisions attached hereto as Part II -- Terms and Conditions. Pages 14 -- 18 of Part II do not apply to this Contract and are hereby deleted.

In Witness Whereof, City and Contractor have executed this Contract as of the date first above written.

City of Chicago

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

\_\_\_\_\_  
(Signed) Jennifer Miller,  
Commissioner

\_\_\_\_\_  
Acting Purchasing Agent

\_\_\_\_\_  
City Comptroller

Approved as to Form and Legality

\_\_\_\_\_  
Assistant Corporation Counsel

(Signed) \_\_\_\_\_  
President.

Attest:

(Signed) \_\_\_\_\_  
Secretary.

\_\_\_\_\_  
36-2604104  
Federal I. D. Number

Subscribed and sworn to before  
me on this 23rd day of  
January, 1990

\_\_\_\_\_  
(Signed) Queen E. Frazier,  
Notary Public

My Commission Expires: July 27, 1990

["Official Seal" Queen E. Frazier, Notary Public, State of Illinois,  
My Commission Expires 7/27/90]

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

*I. Policy And Terms.*

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

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

M.B.E. Participation Goal: 25%

W.B.E. Participation Goal: 5%

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

## *II. Definitions.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*V. Procedure To Determine Compliance  
With Contract Requirements.*

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

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

**B. Letters of Certification.**

- (1) A copy of each proposed M.B.E./W.B.E. firm's current Letter of Certification from the City of Chicago must be submitted with the proposal (R.F.Q. or R.F.P.).
- (2) All Letters of Certification are dated and are valid for one year from date of issue by the City.
- (3) All Letters of Certification issued by the City of Chicago include a statement of the M.B.E./W.B.E. firm's Area of Specialty. The M.B.E./W.B.E. firm's scope of work, as detailed by their Schedule C- 1 must conform to their stated Area of Specialty.

**C. Joint Venture Agreements.**

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

**D. Schedule D-1: Affidavit of M.B.E./W.B.E. Goal Implementation Plan.**

- (1) Consultant must submit, prior to contract award, a completed Schedule D-1 committing them to the utilization of each listed M.B.E./W.B.E. firm.
- (2) Except in cases where the Consultant has received a complete waiver of the M.B.E./W.B.E. goals in accordance with Section IV herein, the Consultant must commit to the expenditure of a specific dollar amount of participation by each M.B.E./W.B.E. firm included on their Schedule D-1. The total dollar commitment to proposed M.B.E. firms must at least equal the M.B.E. goal, and the total dollar commitment to proposed W.B.E.'s must at least equal the

W.B.E. goal. Consultants are responsible for calculating the dollar equivalent of the M.B.E. and W.B.E. goals as percentages of their total base bids or, in the case of Term Agreements, as percentages of the total estimated usage.

- (3) All commitments made by the Consultant's Schedule D-1 must conform to those presented in the submitted Schedule C-1s.

*VI. Reporting Requirements During  
The Term Of The Contract.*

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

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

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

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

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

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



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

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

- (3) The Consultant's notification should include the name, address, and principal official of any proposed substitute M.B.E./W.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same M.B.E./W.B.E. affidavits and documents, which are required of Consultant, as enumerated above in Section V, "Procedure to Determine Compliance with Contract Requirements".
- (4) The City will evaluate the submitted documentation, and respond within 15 working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the City will instead respond as soon as practicable.
- (5) Actual substitution of a replacement M.B.E./W.B.E. to fulfill contract requirements should not be made before City approval is given of the substitute M.B.E./W.B.E. Once notified of City approval, the substitute M.B.E./W.B.E. subcontract must be executed within five working days, and a copy of the M.B.E./W.B.E. subcontract with signatures of both parties to the Agreement should be submitted immediately to the City.

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

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

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

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

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

#### *VIII. Non-Compliance And Liquidated Damages.*

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

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

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

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

*Disclosure Of Ownership Interests.*

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. Notwithstanding, the Corporation Counsel may require any additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder or selected proposer. Every question must be answered. If the question is not applicable, answer with "N.A.". If the answer is none, please answer "none". Note: The person preparing Sections I, II, III, IV or V of this statement must sign the bottom of page 3 before a notary public.

Bidder/Proposer Name: Leadership Council For Metropolitan Open Communities.  
 Bidder/Proposer Address: 401 South State Street, Room 860

Bidder/Proposer is a:                 Corporation;                                 Sole Proprietor;  
 (Check One)                                 Not-for-Profit                                 Joint Venture\*;  
    Corporation;  
     Partnership;                                 Other

*Section I.*

*For Profit Corporations.*

a. Incorporated in the State of: \_\_\_\_\_

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

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of officers and directors of corporation (List Names and Titles):

| Name (Print or Type) | Title (Print or Type) |
|----------------------|-----------------------|
| N/A                  |                       |
|                      |                       |
|                      |                       |
|                      |                       |

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

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| N/A                  |         | %                  |
|                      |         | %                  |
|                      |         | %                  |
|                      |         | %                  |

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

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

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

| Name (Print or Type) | Address | Ownership Interest |
|----------------------|---------|--------------------|
| N/A                  |         | %                  |
|                      |         | %                  |
|                      |         | %                  |
|                      |         | %                  |

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section I would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and Form 10-K if the information is contained therein.

*Section II.*

*Partnerships.*

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

| Names Of Partners (Print or Type) | Percentage Interest |
|-----------------------------------|---------------------|
| N/A                               | %                   |
|                                   | %                   |
|                                   | %                   |
|                                   | %                   |
|                                   | %                   |
|                                   | %                   |

*Section III.*

*Sole Proprietorships.*

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

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

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

Names(s) Of Principal(s) (Print or Type)

N/A

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

N/A

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*Section IV.*

*Land Trusts, Business Trusts, Estates And  
Other Entities.*

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

N/A

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*Section V.*

*Not-For-Profit Corporations.*

- a. Incorporated in the State of: Illinois
- b. Authorized to do business in the State of Illinois: Yes [ X ] No [ ]
- c. Names of officers and/or director of corporation (List Names and Titles):

Name (Print or Type)

Title (Print or Type)

(See attachment)

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

State of Illinois )  
 ) SS:  
County of Cook )

This undersigned having been duly sworn, states that (he) or (she) is authorized to make this affidavit in behalf of the applicant, that the information disclosed in this economic disclosure statement and any accompanying schedules, is true and complete to the best of (his) or (her) knowledge, and that the applicant has withheld no disclosure as to economic interest in the undertaking for which this application is made, nor reserved any information, date or plan as to the intended use or purpose for which it seeks action by the City.

(Signed) Kale Williams  
(Signature of Person Making Statement)

Name of Person Making Statement  
(Print or Type)

Executive Director  
Title

Subscribed to before me, this 23rd day of January, A.D., 1990.

(Signed) Queen E. Frazier  
(Notary Public Signature)



["Official Seal" Queen E. Frazier, Notary Public, State of Illinois,  
My Commission Expires 7/27/90]

*Leadership Council For Metropolitan Open Communities*

*Board Of Directors*

*February -- 1989.*

Officers.

President

Joseph D. Reed, Vice President  
A.T. & T.  
(White Male)

Vice President

James J. Sheridan  
Senior Vice President/Credit Policy/  
Citicorp Savings  
(White Male)

Vice President

Warren H. Bacon, President  
Chicago United, Inc.  
(Black Male)

Secretary

James W. Compton  
President and CEO  
Chicago Urban League  
(Black Male)

Vice President

James J. O'Connor, Chairman  
Commonwealth Edison  
(White Male)

Treasurer

Lawrence E. Fox  
Senior Vice President  
First National Bank of Chicago  
(White Male)

## Directors.

Curtis G. Anderson, Chairman  
Anderson Capital Corporation  
(White Male)

Virginia M. Hayter  
Northwest Corporate Centre  
(White Female)

Thomas G. Ayers (Founding Director)  
Commonwealth Edison  
(White Male)

Ben W. Heineman (Retired)  
(Founding Director)  
(White Male)

Jorge H. Boada  
Bolingbrook, Illinois  
(Hispanic Male)

Kenneth M. Henderson, Jr.  
Executive Vice President  
Jannotta, Bray & Henderson  
(White Male)

Allison S. Davis  
Davis, Miner, Barnhill & Galland  
(Black Female)

Peter M. Husting  
Executive Vice President  
Leo Burnett U. S. A.  
(White Male)

Syd Finley  
Executive Secretary  
N.A.A.C.P.  
(Black Male)

Frederick G. Jaicks  
Retired Chairman/Inland Steel  
(Founding Director)  
(White Male)

Robert H. Gerstein, Partner  
Holleb & Coff, Ltd.  
(White Male)

Fred K. Konrad  
Assistant Vice President/Regulatory  
Illinois Bell Telephone  
(White Male)

Stanford L. Glass, Partner  
Holleb & Coff, Ltd.  
(White Male)

Vincent Lane, Chairman  
Chicago Housing Authority  
(Black Male)

James Hadley  
Acting Chief Executive Officer  
Community Bank of Lawndale  
(Black Male)

Edna Pardo, President  
League of Women Voters of Chicago  
(White Female)

Eva B. Lee, President  
Eva B. Lee & Associates  
(White Female)

Richard J. Phelan  
Phelan, Pope and John, Ltd.  
(White Male)

Wallace Lennox, Jr., President  
Amoco Venture Capital Company  
(White Male)

James B. Strenski, Chairman  
Public Communications, Inc.  
(White Male)

Daniel E. Levin, President  
The Habitat Company  
(White Male)

Sheila G. Talton, President  
Unisource Systems  
(Black Female)

James J. McClure, Jr., Partner  
Gardner, Carton & Douglas  
(White Male)

Charlie Thurston, Vice President  
Northern Illinois Gas Company  
(Black Male)

Marion W. Maner, President  
Century 21-Maner Realty Company  
(Black Male)

Robert L. Tucker, President  
Intercontinental Group, Ltd.  
(Black Male)

Rabbi Robert J. Marx  
Congregation Hakafa  
(White Male)

Thomas R. Walker  
Director of Design and Construction  
The Chicago Dock & Canal Trust  
(Black Male)

John F. Mooney  
Vice President/Human Resources  
Peoples Gas Light & Coke Co.  
(White Male)

James O. Webb  
President and CEO  
Dental Network of America  
(Black Male)

Dawn Clark Netsch  
Senator/Professor  
Northwestern Law School  
(White Female)

Sherman M. Wolff  
Vice President and Actuary  
Allstate Life Insurance Company  
(White Male)

Dr. Gary Orfield  
Professor/University of Chicago  
(White Male)

Mary Yu  
Director of Human Relations  
Archdiocese of Chicago  
(Asian Female)

*Anti-Apartheid Affidavit.*

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

*Part One.*

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

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

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

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

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

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

*Part Two.*

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

Instructions: Complete this Section Only If your firm is proposing to supply goods.

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

on behalf of Leadership Council for Metropolitan Open Communities,  
(Print or type name of person or entity applying for a contract award)

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

Services Only  
Description of Goods (Print or Type)

(Signed) Kale Williams  
Signature of Owner or Authorized Officer

(Signed) Leadership Council  
Name of Firm (Print or Type)

Executive Director  
Title (Print or Type)

State of Illinois  
County of Cook

This instrument was acknowledged before me on February 9, 1990 (date)  
by Kale Williams (name/s of person/s)

(Signed) Queen E. Frazier

Signature of Notary

["Official Notary Seal" Queen E. Frazier, Notary Public, State of Illinois,  
My Commission Expires 4/28/92.]

Specification \_\_\_\_\_

*Anti-Collusion Affidavit.*

The undersigned Kale Williams, as Executive Director  
(Name) (Title)

and on behalf of Leadership Council For Metropolitan Communities having been  
("Contractor")

duly sworn under oath certifies that:

*Section I.*

*Contractor Certification.*

A. The Contractor or any subcontractor to be used in the performance of this contract, or any affiliated entity<sup>1</sup> of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity<sup>1</sup>, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a subcontractor or subcontractor's affiliated entity<sup>1</sup> during a period of 3 years prior to the date of award of the subcontract:

- 1) Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
- 2) Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- 3) Made an admission of guilt of such conduct described in A(1) and (2) above which is a matter of record but has not been prosecuted for such conduct.

B. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>3</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging<sup>3</sup> during a period of five years prior to the date of submittal of this bid, proposal or response.

C. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (Ill. Rev. Stat., 1989, Chapter 38, Section 33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating<sup>4</sup>.

D. The Contractor understands and will abide by all provisions of Chapter 19 of the Municipal Code of Chicago entitled "Office of Inspector General".

## *Section II.*

### *Subcontractor Certification.*

A. The Contractor has obtained from all subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity<sup>1</sup>, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section IA (1) or (2) of this certification, (b) bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup>, or any similar offense of any state or the United States which

contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section IA (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

B. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this certification. The Contractor shall not, without the prior written permission of the City, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such subcontractor, subcontractor's affiliated entity<sup>1</sup> or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity<sup>1</sup> having engaged in or been convicted of: (a) any of the conduct described in Section IA, (1) or (2) of this certification; or (b) of bid-rigging<sup>3</sup>, bid-rotating<sup>4</sup> or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section 1A, (1) or (2) which is a matter of record but has/have not been prosecuted for such conduct.

C. The Contractor will maintain on file for the duration all certifications required by Section II, (A) and (B) above, for all subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

D. The Contractor will not, without the prior written consent of the City, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this certification.

E. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any subcontractor, if such Contractor or subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 26, Section 26-26 of the Chicago Municipal Code, or if applicable, under Section 33E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this certification.

### *Section III.*

#### *Punishment.*

A Contractor who makes a false statement, material to Section IB of this certification commits a class 3 felony. (III. Rev. Stat. 1989, Chapter 38, §33 E-II (B))



*Section IV.*

*Incorporation Into Contract.*

This Certification shall become part of any contract awarded to the Contractor pursuant to the specification set forth on page 1 of this Certification.

Leadership Council for  
Metropolitan Open Communities  
Name of Contractor

(Signed) Kale Williams  
Signature of Authorized Officer

Executive Director  
Title

State of Illinois

County of Cook

Signed and sworn to before me this 5th day of May, 1990 by Kale Williams (Name) as Executive Director (Title) of Leadership Council for Metropolitan Open Communities (Contractor).

(Signed) Glenn E. Brewer  
Notary Public

Commission expires: 10/13/92

["Official Seal" Glenn E. Brewer Notary Public, State of Illinois,  
My Commission Expires 10/13/92]

Notes 1 -- 4.

1. In accordance with Chapter 26, Section 26-26 of the City of Chicago Municipal Code, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 26, Section 26-26 of the City of Chicago Municipal Code using substantially the same management, ownership or principals as the ineligible entity.
2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
3. For purposes of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. (Ill. Rev. Stat., 1989, Chapt. 38 §33E-3)
4. For purposes of this certification a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purpose hereof, shall include at least 3 contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. (Ill. Rev. Stat., 1989, Chapt. 38, §33E-4)

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

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

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

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

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

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

*Part I.*

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

If yes, list such bidder/proposer business addresses:

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(Attach Additional Sheets If Necessary)

- 4) How many of bidder/proposer's current employees work at City of Chicago locations? \_\_\_\_\_
- 5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)?  
Yes \_\_\_\_\_ No \_\_\_\_\_

*Part II.*

- 1) Is bidder/proposer a "Small Business" as defined above? N/A  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2) Are annual gross receipts of bidder/proposer less than Five Million Dollars (\$5,000,000)? Yes \_\_\_\_\_ No \_\_\_\_\_

*Part III.*

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

\_\_\_\_\_  
(Signed) Kale Williams  
Signature of Affiant

\_\_\_\_\_  
Name of Affiant (Print or Type)

\_\_\_\_\_  
Executive Director  
Title of Affiant (Print or Type)

State of Illinois  
County of Cook

This instrument was acknowledged before me on January 23, 1990 (date)  
by Kale Williams (name/s of person/s)

(Signed) Queen E. Frazier  
Signature of Notary

["Official Seal" Queen E. Frazier, Notary Public, State of Illinois,  
My Commission Expires 7/27/90.]

*Part II.*

*General Conditions For Personal Services Contract.*

Definitions.

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

The term "the responsible agency of the United States Government", as used herein, shall mean the Secretary of the United States Department of Housing and Urban Development or the person authorized to act in his behalf.

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

Nondiscrimination.

A. In all hiring or employment made possible by or resulting from this Contract, there (1) will not be any discrimination against any employee or applicant for employment

because of race, color, religion, sex, or national origin, and (2) affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This requirement shall apply to but can 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.

There shall be posted in conspicuous places available to employees and applicants for employment, notices to be provided by H.U.D. setting forth the provisions of this clause. All solicitation or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

B. No person in the United States shall, on the grounds of race, color, religion, sex or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. The Agency and each employer will comply with all requirements imposed by or pursuant to the regulations of H.U.D. effectuating Title VI of the Civil Rights Act of 1964.

C. The Agency hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of the Labor Standard Provisions attached hereto.

The Agency further agrees that it will be bound by the equal opportunity clause and other provisions of 41 C.F.R. Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Agency so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

The Agency agrees that it will assist and cooperate actively with H.U.D. and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish H.U.D. and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist H.U.D. in the discharge of its primary responsibility for securing compliance.

The Agency further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Agency agrees to take any or all of the following actions: terminate or suspend in whole or in part this Contract; refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until

satisfactory assurance of future compliance has been received from such Agency; and refer the case to the Department of Justice for appropriate legal proceedings.

Attention is called to Executive Order 11246 issued September 25, 1965, 3 C.F.R., 1964-3 Compilation, p. 339, as modified by Executive Order 11373 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; the Civil Rights Act approved 1964, Pub. L-88-352 July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive, July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive, July 21, 1961, Ill. Rev. Stat. 1971, Ch. 43, Secs. 351 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, Ch. 48, Secs. 381 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3977 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Ch. 60.

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

#### Authority.

This Contract is entered into in accordance with and is subject to the provisions of the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

#### Compliance With Laws.

The Contractor shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and city governments, which may in any manner affect the performance of the Contract.

#### Personnel.

The Contractor shall immediately assign and maintain a staff of competent personnel which is fully equipped and qualified to perform the services required by this Contract.

Salaries of employees of Contractors performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c).

The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to

insure compliance with such regulations, and shall be responsible for the submission of affidavits required of them except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

If, in the performance of this Contract, there is any underpayment of salaries by the Contractor, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor to the respective employees to whom they are due.

#### Conflict Of Interest.

No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, or any other person who exercises any functions or responsibilities in connection with the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Agency shall take appropriate steps to assure compliance.

The Agency agrees that it will incorporate into every contract required to be in writing the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Program, has any area or any parcels therein, which would conflict in any manner or degree with the performance of his services hereunder.

The Contractor further covenants that in the performance of this Contract no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or his employees must be disclosed to the Agency and the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

No member of the governing body of the City and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part, directly or indirectly, by federal government.



#### Indemnity.

The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, and the agents or employees thereof, in connection with services, and shall be responsible for all parts of the work, both temporary and permanent, until the services under this Contract are declared completed and approved by the City. It is expressly understood that the Contractor shall indemnify and save harmless the City from all claims, suits, actions, and damages arising out of or resulting from the services of the Contractor under this Contract, and such indemnity shall not be limited by reason of the enumeration on any insurance coverage herein provided.

#### Changes.

The City may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and Contractor, shall be incorporated in written amendments to this Contract.

#### Subletting And Assignment.

The Contractor shall not assign this Contract or any part therein unless otherwise provided or without the written consent of the Purchasing Agent, but in no case shall such consent relieve the Contractor from the obligations hereunder or change the terms of the Contract.

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

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

#### Termination For Cause.

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damage due the City from the Contractor is determined.

#### Termination For Convenience.

The City may terminate this Contract at any time by giving at least ten days notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by the Contract, less payments of compensation previously made; provided, however, that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, the proceeding paragraph hereto relative to termination shall apply.

In the event termination of this Contract is due to unavailability of funds the portion of the above paragraph beginning with "Provided" shall not apply.

#### Reports And Information.

At such times and in such forms as H.U.D. or the City may require, there shall be furnished to H.U.D. or the City such statements, records, data and information, as H.U.D. or the City may request pertaining to matters covered by this Contract.

#### Records And Audits.

At any time during normal business hours and as often as the City, H.U.D. and/or the Comptroller General of the United States may deem necessary, there shall be made available to the City, H.U.D. and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, H.U.D., and/or representatives of the Comptroller General to audit, examine and make excerpts of transcripts from such records, and to make audits of all

contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all cost pertaining to the Contract and such other records as may be deemed necessary by the City or the responsible agency of the United States Government to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City, said agency or the Comptroller General of the United States or any authorized representatives, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City and said Agency.

#### Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without prior written approval of the City.

#### Copyright.

If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but H.U.D. and the City reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

#### Patent Rights.

Any discovery or invention arising out of, or developed in the course of work aided by this Contract shall be promptly and fully reported to H.U.D. for determination by H.U.D. as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

#### Political Activity Prohibited.

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

#### Lobbying Prohibited.

None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.

#### Use Of Property.

Whenever Grant funds are used in whole or in part for the purchase or construction (including rehabilitation) of property (other than office equipment supplies, materials and other personal property used for the administration of the program or any project), title to said property shall not be transferred for a period of five years from the date of purchase or completion of construction without the approval of the City and H.U.D. Should it be desirable to sell the property or otherwise transfer the ownership before expiration of the five-year period, a request should be submitted to the City. City approval of such request shall require H.U.D. concurrence.

#### Funding Policy.

The general policy is for the City to make funds available to Contractor on a reimbursable basis. However, in the event that a Contractor cannot function on a reimbursable basis, the City, after reviewing the situation, may make an exception to the general policy on an individual case basis. The City shall document all exceptions and state the circumstances leading up to the decision. Regardless of the means by which funds are provided by the City, all disbursements by the Contractor must be fully documented.

#### Compliance With Specific Federal Laws And Regulations.

Contractor agrees to comply with the Clean Air Act, as amended (42 U.S.C. 1857 et seq.) and the standards issued pursuant thereto, in facilities which are involved in this Contract.

Contractor agrees to comply with the regulations issued by the Secretary of Housing and Urban Development set forth in 37 F. R. 22732-3 and all applicable rules and orders issued thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards.

The foregoing paragraphs shall be included in all subcontracts hereunder.

### Affirmative Action Program.

Federal regulations require that within 120 days from the commencement of a contract each prime contractor or subcontractor with 50 or more employees and a contract of \$30,000 or more develop and submit for approval, a written affirmative action compliance program for each of its establishments.

An affirmative action program is a set of specific and result-oriented procedures to which a Contractor commits himself to apply every good faith effort. The objective of those procedures plus such effort is equal employment opportunity. Procedures without effort to make them work are meaningless; and effort, undirected by specific and meaningful procedures, is inadequate. An acceptable affirmative action program must include an analysis of areas within which the Contractor is deficient in the utilization of minority groups and women, and further, goals, and timetables to which the Contractor's good faith thus, to increase materially the utilization of minorities, and women, at all levels and in all segments of his work force where deficiencies exist.

Any contractor required to develop an affirmative action program at each of his establishments who has not complied fully with that section is not in compliance with Executive Order 11216, as amended (30 F.R. 12319). Until such programs are developed and found to be acceptable, the Contractor is unable to comply with the equal employment opportunity clause.

All inquiries relating to this requirement should be directed to the Equal Employment Opportunity Officer of the sponsoring Agency.

Rules, regulations and guidelines for preparation are available upon request. All inquiries should be directed to the Office of Equal Opportunity of the sponsoring Agency.

### Insurance Requirements For Non-Governmental Agencies.

#### A. Introduction.

Under federal guidelines the Comptroller of the City of Chicago is required to establish minimum insurance requirements for non-governmental agencies that receive federal and state funds through the City. The City Comptroller's Office therefore, defines insurance requirements for all non-governmental delegate agencies funded through the Department of Housing.

Therefore, the responsibility and decision on acceptability of insurance remains with the Comptroller, while the City Corporation Counsel has the ultimate responsibility for decisions on the legality of the insurance and its wording.

If all insurance requirements have not been met, the City Comptroller will withhold reimbursement from a delegate agency until such requests are met. The Comptroller's

Office will so notify a delegate agency failing to meet insurance requirements. The delegate agency then has the responsibility immediately to correct the deficiency in insurance coverage.

**B. Insurance Requirements.**

**1. The following are the minimum types and amounts of insurance required:**

| Type   | Amount   |
|--|--|
| a. Workmen's Compensation                    | Statutory  |
| Employer's Liability                         | \$250,000 -- Section "B"   |
| b. Comprehensive Liability                   |  |
| Bodily Injury                                | \$250,000 each person  |
|  | \$500,000 each accident  |
| Property Damage                              | \$ 50,000 each accident  |
| c. Fidelity Bond                             | Equal to one-sixth (1/6) of total federal share only of all contracts funded in whole or in part by a federal grant to the City. |
| d. Automobile Liability (where applicable)   |  |
| Bodily Injury                                | \$100,000 each person  |
|  | \$300,000 each accident  |
| Property Damage                              | \$ 50,000 each person  |
| e. Professional Liability (where applicable) | \$100,000 each claim   |
|  | \$200,000 each claim   |
|  | \$600,000 aggregate  |

2. Delegate agencies acknowledge that the amounts and types of coverage are subject to change and in such event, delegate agencies shall be deemed responsible upon due notice from the City, to satisfy the new requirements within a reasonable time before future requirements will be made.

3. In addition, the following is required:

a. Each policy or an endorsement thereto must name the City of Chicago as an additional party insured. If the policy covers activities of the agency other than those required to operate the program or programs, coverage on the City may be limited by the use of language such as "Coverage of the City is limited to claims which arise from activities of the agency which are funded by the City through the Department of Housing". There may be no other limitation on the clause.

b. The City Comptroller may require insurance in addition to the minimums specified above. In such case, the delegate agency will be notified.

c. The insurance company of the delegate agency's choosing must be authorized to do business in the State of Illinois.

d. All policies or endorsements must contain a clause providing that the insurance carrier will provide the City with a thirty (30) day notice prior to cancellation or non-renewal.

e. All policies or endorsements must contain a clause providing that the City may cancel the policy upon sixty (60) days notice.

#### C. Procedure For Complying With Insurance Requirements.

1. Delegate agencies are to send required insurance certificates to the Insurance Section, City Comptroller's Office, Room 701, 180 North LaSalle Street, Chicago, Illinois 60601. Such certificates issued by the insurance carrier or its authorized representative must clearly show the type and amount of coverage and be in effect on the starting date of the contract, and must be on file with the City Comptroller's Office before any cash flow to a delegate agency.

2. If the insurance certificate or certificates do not meet minimum requirements as described in Section B-3, the City Comptroller will contact the delegate agency advising what is required to make the documents acceptable.

3. If a binder is submitted instead of a certificate, a certificate of extension binder must be submitted at least fifteen (15) days prior to the expiration date of the binder.

4. If the delegate agency has not received a renewal certificate thirty (30) days prior to the expiration of the current policy, the agency should contact its insurance company immediately in order to secure a renewal certificate.

D. Reimbursement.

1. If the policy covers the program or programs funded through the Department of Housing only and not other activities of the agency, the entire cost is reimbursable. The delegate agency agrees to submit the paid premium notice with the appropriate program reimbursement voucher forms and supporting documentation.

2. If the policy also covers activities of the agency other than those funded through the Department of Housing, the premium cost will be prorated. That portion which results from Department of Housing funding will be reimbursed; the balance is not reimbursable. Under these circumstances, the delegate agency should submit a Cost Allocation to support the cost given in the appropriate program reimbursement voucher forms and supporting documentation.

E. Self-Insurance.

1. If any agency is self-insured, a letter on the agency letterhead signed by the head of the agency should be submitted stating that the agency is self-insured and showing the types and amounts of such insurance. In addition, the letter should state that the agency will hold the City harmless from all claims and reimburse the City for all losses within the terms of such self-insurance.

2. The City Comptroller may request proof that the agency has the financial resources to incur responsibility for self-insurance. If the self-insured is found acceptable, copies of the letter will be affixed to and made a part of all contracts and will be presumed to remain in force unless the agency advises of cancellation at least sixty (60) days in advance of such cancellations.

U. S. Department Of Housing And Urban Development  
Federal Labor Standards Provisions.

1. Applicability.

The Project or Program to which the work covered by this Contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such federal assistance.



## 2. Minimum Wage Rates For Laborers And Mechanics.

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Local Public Agency or Public Body for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also, for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

## 3. Underpayments Of Wages Or Salaries.

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public Body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay such laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or the subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

## 4. Anticipated Costs Of Fringe Benefits.

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract; provided, however, the Secretary of Labor has found, upon the written request of

the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll filed by the Contractor subsequent to receipt of the findings.

5. Overtime Compensation Required By Contract Work Hours Standards Act. (76 Stat. 357-360; Title 10 U.S.C., Section 327-332)

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek, as the case may be.

(b) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).

(c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).

(d) Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraphs (a), (b) and (c) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

6. Employment Of Apprentices.

Apprentices will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Bureau of Apprenticeship and Training, United States Department of

Labor, or, if no such recognized agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training.

The allowable ratio of apprentices to journeyman in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above, shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor shall furnish the Local Public Agency or Public Body with written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the Contract work.

7. Employment Of Certain Persons Prohibited.

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

8. Regulations Pursuant To So-Called "Anti-Kickback Act".

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 40 U.S.C., Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

9. Employment Of Laborers Or Mechanics Not Listed In Aforesaid Wage Determination Decision.

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public

Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

10. Fringe Benefits Not Expressed As Hourly Wage Rates.

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

11. Posting Wage Determination Decisions And Authorized Wage Deductions.

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

12. Complaints, Proceedings, Or Testimony By Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

13. Claims And Disputes Pertaining To Wage Rates.

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by the latter through the Secretary of Housing and Urban Development to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

14. Questions Concerning Certain Federal Statutes And Regulations.

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the aforesaid Davis-Bacon Act, (d) the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent federal statute, shall be referred through the Local Public Agency or Public Agency or Public Body and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

15. Payrolls And Basic Payroll Records Of Contractor And Subcontractors.

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanic affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

16. Specific Coverage Of Certain Types Of Work By Employees.

The transporting of materials and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Program to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract be deemed to be work to which these Federal Labor Standards Provisions are applicable.

17. Ineligible Subcontractors.

The Contractor shall not subcontract any part of the work covered by this contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

18. Provisions To Be Included In Certain Subcontracts.

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

19. Breach Of Foregoing Federal Labor Standards Provisions.

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Labor Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

Attachment To Federal Labor Standards Provisions.

So-Called "Anti-Kickback Act" And Regulations Promulgated  
Pursuant Thereto By The Secretary Of Labor,  
United States Department Of Labor.

Title 18, U.S.C., Section 874.

(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C.,  
Sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862).

Kickbacks From Public Works Employees.

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Section 2 Of The Act Of June 13, 1934, As Amended.  
(48 Stat. 948; 62 Stat. 862; 63 Stat. 108; 72 Stat. 967; 40 U.S.C., Sec. 276c).

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part," as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

## Title 29 -- Labor.

## Subtitle A -- Office Of The Secretary Of Labor.

## Part 3 -- Contractors And Subcontractors On Public Building Or Public Work Financed In Whole Or In Part By Loans Or Grants From The United States.

## Section 3.1 Purposes And Scope.

This part prescribes "anti-kickback" regulations under Section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work House Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

## Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, and/or servicing maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a federal or state agency



acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction", "prosecution", "completion", or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decoration, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a federal agency is a contracting party, regardless of whether title thereof is in a federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, repair as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a federal agency. The term does not include building or work for which federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages", regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies; and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### Section 3.3 Weekly Statement With Respect To Payment Of Wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 C.F.R. Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 3-18, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (for Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, January 4, 1964, as amended at 33 F.R. 10186, July 17, 1968]

#### Section 3.4 Submission Of Weekly Statements And The Preservation And Inspection Of Weekly Payroll Records.

(a) Each weekly statement required under Section 3.3 shall be delivered by the contractor and subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a federal or state agency in charge at the site of the building or work, or, if there is no representative of a federal or state agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a federal or state agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and complete the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer of his authorized representative, and by authority representatives of the Department of Labor.

Section 3.5 Payroll Deductions Permissible Without Application To Or Approval Of The Secretary Of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of federal, state, or local law, such as federal or state withholding income taxes and federal Social Security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) the deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise given directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with federal and state credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under Section 516.27 (a) of this title shall be kept.

#### Section 3.6 Payroll Deductions Permissible With The Approval Of The Secretary Of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

#### Section 3.7 Applications For The Approval Of The Secretary Of Labor.

Any application for the making of payroll deductions under Section 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Section 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

#### Section 3.8 Action By The Secretary Of Labor Upon Applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Section 3.6; and shall notify the applicant in writing of his decision.

#### Section 3.9 Prohibited Payroll Deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Section 3.6 are prohibited.

#### Section 3.10 Methods Of Payment Of Wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

#### Section 3.11 Regulations Part Of Contract.

All contracts made with respect to the construction, prosecution, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable, in this regard, see Section 5.5(a) of this subtitle.

## De-Escalation Of Contract Amount.

The purpose of this contract addendum is to clarify the City of Chicago's position with regard to a general de-escalation of Community Development Block Grant ("C.D.B.G.") contract amounts. The Year XVI C.D.B.G. ordinance provides for expenditures of entitlement monies from the federal government of maximum amounts applied for by the City to the U. S. Department of Housing and Urban Development ("H.U.D."). The amount of C.D.B.G. Year XVI funds may consequently be lower than those amounts applied for by the City and appearing in the Year XVI C.D.B.G. Ordinance.

Therefore:

Contractor/delegate agency acknowledges and agrees that the maximum compensation under this contract is contingent upon the approval and level of funding received by the City for C.D.B.G. from H.U.D. In the event that the final entitlement to the City of Chicago of Year XVI C.D.B.G. funds as determined by H.U.D. is less than the amount in the C.D.B.G. Appropriation Ordinance, the Budget Director shall compute the percentage by which the level of funding granted by H.U.D. to the City reduces the amount applied for by the City pursuant to the Year XVI C.D.B.G. Ordinance. The maximum amount of compensation for the contractor-delegate agency under such reduction will be given by the City after the reduction has been completed.

Such decrease in the maximum compensation, as provided in this addendum, shall be made by letter to the Contractor, anything contained in the attached contract notwithstanding. At such time the contractor/delegate agency shall have thirty (30) days from the date of said letter to submit a revised Work Program, budget or any other appropriate contract attachment or exhibit (the "revised submittals") to the Lead Department reflecting the decrease in the contract amount. The Lead Department shall have discretion to modify the revised submittals as they deem appropriate to fully realize the goals of the contract. The revised submittals shall then be submitted to the Purchasing Agent for final approval. Upon approval of the revised submittals by the Purchasing Agent, the revised submittals shall become part of the contract and supercede the document being revised.

In the event that the contractor does not comply with this addendum or if the revised submittals are not acceptable to the City, the contractor shall be obligated to perform the contract as originally executed without additional compensation beyond the contract reduced amount pursuant to the notification by the City.

Contractor specifically agrees to the implementation of the De-Escalation Clause upon notification by the City.

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Signature of Delegate or  
Subrecipient Official

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Date

---

Name and Title (Type or Print)

---

Lead Department/Program

---

Service Contract Number

---

Lead Agency Contract Person

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Telephone Number

#### Contract Execution Addendum.

In the event that any contractor-delegate agency has not executed a contract authorized in the C.D.B.G. Appropriation Ordinance by March 31, 1990, the allocation for such contract shall lapse. Provided, however, that this section shall not apply if it is determined by the Budget Director that the delay is not the fault of the contractor-delegate agency, but has been occasioned by difficulty in processing the contract within any department of City government.

In cases where the March 31st deadline is not met and the Budget Director decides not to grant a waiver, the City will salvage the funds allocated to the particular delegate agency contract and reprogram the funds to support other eligible activities. It is understood and agreed that services provided by a delegate agency without an executed contract are provided entirely at the delegate agency's risk without any assumption of liability whatsoever by the City to pay for such services until and only if the contract is executed.

The undersigned certifies having read the contract addendum. Further, the undersigned agrees to abide by the provisions of this addendum with regard to contract execution.

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

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

**Certification Regarding Lobbying.**

**Certification For Contracts, Grants, Loans, And Cooperative Agreements.**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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

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

Notary: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

#### Non-Expendable Personal Property.

The purpose of this contract addendum is to clarify the City of Chicago's position with regard to non-expendable personal property.

1. Defined: Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit;
2. All non-expendable personal property approved for purchase under the terms of an organization delegate agency contract is the property of the City of Chicago to the extent that such property is not the property of the federal government;
3. The delegate agency shall maintain an inventory of all such non-expendable personal property purchased with C.D.B.G. funds. This inventory report shall be delivered to the Lead Department as per the requirements of the Code of Federal Regulations;
4. Generally, upon completion of each delegate contract, whether completion by contract termination, expiration of specified contract period or fulfillment of all requirements ("contract termination"), all non-expendable personal property shall be returned to the City of Chicago. After receiving a final inventory of all non-expendable personal property related to the contract at contract termination the City may elect to allow the non-expendable personal property to remain in the possession of the Contractor if the City determines that it is necessary for the performance of any new or other C.D.B.G. related contractual relationship with the contractor;
5. This section on non-expendable personal property shall be construed as a clarification of pre-existing federal law. Therefore, this section is applicable as to any non-expendable personal property purchased under any past or relevant future contract with the City of Chicago funded in whole or in part with C.D.B.G. funds.

The undersigned certifies having read the non-expendable personal property contract addendum. Further, the undersigned agrees to abide by the provisions of this addendum with regard to any non-expendable personal property purchased in whole or in part with C.D.B.G. funds.

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

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

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INSTALLATION OF WATER MAINS AT  
VARIOUS LOCATIONS.

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

CHICAGO, May 16, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration thirteen orders (under separate committee reports) authorizing the installation of water mains at various locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schullter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

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

*Portion Of South Central Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Central Avenue, from West 63rd Street to West 65th Street: 1,296 feet of 12-inch ductile iron water main, at the total estimated cost of \$221,929.37 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00880.

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*Portion Of North Hoyne Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 580 feet of 8-inch ductile iron water main in North Hoyne Avenue, from West Cortland Street to West Churchill Street, at a total estimated cost of \$131,537.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00913.

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*Portion Of West Hutchinson Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 681 feet of 8-inch ductile iron water main in West Hutchinson Street, from North Campbell Avenue to 615 feet west of North Campbell Avenue, at a total estimated cost of \$134,357.64 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00947.

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*Portion Of South Lafayette Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,281 feet of 8-inch ductile iron water main in South Lafayette Avenue, from West 57th Street to West 59th Street, at a total estimated cost of \$210,941.37 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00927.

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*Portion Of South Longwood Drive.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 1,675 feet of 8-inch ductile iron water main in South Longwood Drive, from West 105th Place to West 103rd Street, at a total estimated cost of \$239,833.72 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00949.

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*Portion Of South Muskegon Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Muskegon Avenue, from East 85th Street to East 87th Street: 1,380 feet of 8-inch ductile iron water main, at the total estimated cost of \$236,448.00 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under order number A-00916.

*Portion Of Second Alley West Of  
South Normal Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in the second alley west of South Normal Avenue, from West 56th Place to West Tremont Street: 156 feet of 8-inch ductile iron water main, at the total estimated cost of \$23,873.54 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00944.

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*Portion Of South Peoria Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Peoria Street, from West Marquette Road to West 65th Street: 1,417 feet of 8-inch ductile iron water main, at the total estimated cost of \$256,838.45 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00894.

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*Portion Of South Ridgeway Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in South Ridgeway Avenue, from West 28th Street to West 25th Street: 2,110 feet of 8-inch ductile iron water main, at the total estimated cost of \$362,629.97 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00950.

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*Portion Of South St. Lawrence Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 656 feet of 12-inch and 85 feet of 8-inch ductile iron water main in South St. Lawrence Avenue, from East

60th Street to East 61st Street, at a total estimated cost of \$143,315.00 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00924.

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*Portion Of North Sawyer Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in North Sawyer Avenue, from West Foster Avenue to West Balmoral Avenue: 1,350 feet of 8-inch ductile iron water main, at the total estimated cost of \$218,797.47 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00948.

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*Portion Of West Wabansia Avenue.*

*Ordered,* That the Commissioner of Water is hereby authorized to install 345 feet of 8-inch ductile iron water main in West Wabansia Avenue, from North Rockwell Street to North Talman Avenue, at a total estimated cost of \$49,802.20 chargeable to Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00954.

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*Portion Of West 23rd Street.*

*Ordered,* That the Commissioner of Water is hereby authorized to install water mains in West 23rd Street, from South Damen Avenue to South Oakley Avenue: 2,092 feet of 8-inch ductile iron water main, at the total estimated cost of \$388,033.59 chargeable to the Appropriation Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under order number A-00951.

*Action Deferred* -- AMENDMENT OF ORDINANCE WHICH  
AUTHORIZED ALLOCATION OF MOTOR FUEL TAX  
FUNDS NECESSARY FOR STREET CLEANING  
MAINTENANCE DURING 1988.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Austin and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, May 16, 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 an ordinance passed March 21, 1990 (Council Journal pages 13118 -- 13120) authorizing a decrease in the allocation of Motor Fuel Tax funds necessary for street cleaning maintenance of improved streets, county or state highways during 1988, in the amount of \$131,612.98, 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.*

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 amended Motor Fuel Tax Ordinance passed by the City Council on March 21, 1990 appearing on pages 13118 -- 13120 in the amount of \$6,003,441.06 be further amended by decreasing the allocation to the amount of \$5,871,828.08, said amended ordinance to read as follows:

Section 1. Authority is hereby given to the Commissioner of Streets and Sanitation to expend the sum of \$5,871,828.08 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for street cleaning maintenance of improved streets, county highways and state highways by day labor during the period commencing January 1, 1988 and ending December 31, 1988.

Section 2. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Section 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

Section 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

Section 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements for said fund when properly approved by the Commissioner of Streets and Sanitation.

Section 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

Section 7. That this ordinance shall be in force and effect from and after its passage.

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

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*Action Deferred* -- AMENDMENT OF 1990 ANNUAL APPROPRIATION  
ORDINANCE, AS AMENDED, IN MOTOR FUEL TAX FUND  
WITHIN DEPARTMENT OF PUBLIC WORKS.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Austin and Alderman Natarus, *Deferred* and ordered published:



CHICAGO, May 16, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance amending the 1990 Annual Appropriation Ordinance, as amended, in the Motor Fuel Tax Fund, within the Department of Public Works, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,  
*Chairman.*

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

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The sum of \$131,612.98 not previously appropriated for the Year 1990, representing surplus 1988 Motor Fuel Tax street cleaning maintenance funds, is hereby appropriated from Fund 310 -- Motor Fuel Tax for the Year 1990, in addition to all other amounts heretofore appropriated.

SECTION 2. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures indicated and by inserting the words and figures indicated below:

*Amendments Of 1990 Annual Appropriation Ordinance.*

## 310 -- Motor Fuel Tax Fund

| Page | Code  | Department And Item  | Strike<br>No. Amount | Insert<br>No. Amount |
|------|-------|--|----------------------|----------------------|
| 4    |       | Motor Fuel Tax Fund<br>(310) Revenue of<br>Year 1990 --<br>appropriable  | \$74,700,000.00      | \$74,831,612.00      |
|      |       | Distributive Share<br>of State Motor<br>Fuel Tax   | \$68,300,000.00      | \$68,431,612.98      |
|      |       | Department of Public<br>Works 83/1025  |                      |                      |
| 379  | .9500 | Section 2027: Orleans<br>and Ontario<br>Realignment. For<br>General Purposes;<br>to be expended under<br>the direction of the<br>City Council. | \$0.00               | \$ 131,612.98        |

SECTION 3. This ordinance shall be in full force and effect 10 days after its passage.

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*Action Deferred* -- ALLOCATION OF MOTOR FUEL TAX FUNDS  
NECESSARY FOR MODIFICATION OF INTERSECTION OF  
NORTH ORLEANS STREET AND WEST  
ONTARIO STREET.

The Committee on the Budget and Government Operations submitted the following report which was, on motion of Alderman Austin and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, May 16, 1990.

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

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the allocation of Motor Fuel Tax funds necessary for the modification of the intersection of Orleans Street and Ontario Street during 1990, in the amount of \$131,612.98, 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.*

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. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Thirty-one Thousand Six Hundred Twelve Dollars and ninety-eight cents (\$131,612.98) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for engineering and construction of the following project:

Intersection Modification of North Orleans Street and West Ontario Street.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. That the Commissioner of Public Works shall prepare the necessary specifications and estimates for their modifications and shall direct the Commissioner of Streets and Sanitation to do the same by day labor.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

**COMMITTEE ON BUILDINGS.**

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AMENDMENT OF MUNICIPAL CODE CHAPTERS 82 AND 78.1  
BY ALLOWING AND REGULATING USE OF POLY VINYL  
CHLORIDE PLASTIC DRAINAGE PIPES AND  
FITTINGS WITHIN RESIDENTIAL  
BUILDINGS NOT EXCEEDING  
THREE STORIES IN HEIGHT.

The Committee on Buildings submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on April 6, 1990) to amend Chapter 82 of the Municipal Code of Chicago, pertaining to the use of plastic pipes Poly (Vinyl Chloride) (P.V.C.), begs leave to recommend that Your Honorable body *Pass* the said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a majority of the members of the committee with two dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,  
*Vice Chairman,  
Committee on Buildings.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Huels, Fary, Burke, Carter, Langford, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, E. Smith, Davis, Figueroa, Gabinski, Kotlarz, Giles, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr -- 29.

*Nays* -- Aldermen Beavers, Vrdolyak, Kellam, Sheahan, Soliz, Bialczak, Austin, Banks, Cullerton, O'Connor, Pucinski, Stone -- 12.

Alderman Burke 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 82 of the Municipal Code of Chicago is hereby amended by adding a new Section 82-30 to read as follows:

*82-30. Poly (Vinyl Chloride) (P.V.C.) plastic pipe and fittings shall conform to A.S.T.M. Designation D2665-88, including the appendix, being mandatory, and shall be limited to sizes 1-1/2 inch, 2 inch and 3 inch pipe. The solvent cement shall conform to A.S.T.M. Designation D2564-88 and the plastic primer shall conform to A.S.T.M. Designation F656-88 and be of a contrasting color.*

SECTION 2. Chapter 82 of the Municipal Code of Chicago is hereby amended in Section 82-69 by adding the language in italics and deleting the language in brackets as follows:

82-69. [Every new main or branch soil, waste and vent pipe within a building shall be of glass, cast iron, galvanized steel, galvanized wrought iron, lead, brass or copper.] *Material used for soil, waste, vent and downspout piping within a building shall be of glass pipe, acid resisting cast iron pipe, cast iron soil pipe, cast iron IPS pipe, galvanized steel pipe, copper pipe, brass pipe, lead pipe or copper tubing conforming to the A.S.T.M. Standards cited in the various sections of this chapter.*

SECTION 3. Chapter 82 of the Municipal Code of Chicago is hereby amended by adding a new Section 82-69.1 to read follows:

*82-69.1. In any building three stories or less in height, used exclusively for family unit occupancy, the aboveground soil stacks, waste stacks and vent pipes and fittings may consist of:*

- (a) Copper Drainage Tube (DWV) conforming to the requirements stipulated in Section 82-29 of this chapter with Wrought Copper and Wrought Copper-Alloy Solder Joint Drainage Fittings (DWV) conforming to the requirements stipulated in Section 82-29.1 (a) and (b) of this chapter; or*
- (b) Hubless Cast Iron Soil Pipe and Fittings conforming to the requirements stipulated in Section 82-23 of this chapter; or*
- (c) Poly (Vinyl Chloride) (P.V.C.) plastic pipe and fittings conforming to the requirements stipulated in Section 82-30 of this chapter.*

SECTION 4. Chapter 82 of the Municipal Code of Chicago is hereby amended in Section 82-29 by adding the language in italics and deleting the language in brackets as follows:

82-29. All copper tubing shall conform to A.S.T.M. "Standard Specification for Copper Water Tube" (Serial Designation B88-83), and shall be type K, L or M *except in any building three stories or less in height and used exclusively for family unit occupancy, aboveground soil and waste stacks may be Copper Drainage Tube (DWV) conforming to A.S.T.M. Designation B306-81, limited to sizes 1-1/2 inch, 2 inch and 3 inch tubing.*

SECTION 5. Chapter 82 of the Municipal Code of Chicago is hereby amended by adding a new Section 82-29.1 to read as follows:

*82-29.1. Copper and Copper Alloy Drainage Fittings shall conform to the following:*

- (a) *Wrought Copper and Wrought Copper-Alloy Solder Joint Drainage Fittings (DWV) shall conform to "A.N.S.I. Designation B16-20-1980".*
- (b) *Cast Copper Alloy Solder Joint Drainage Fittings (DWV) shall conform to "A.N.S.I. Designation B16.23-1976".*

SECTION 6. Chapter 82 of the Municipal Code of Chicago is hereby amended in Section 82-23 by adding the language in italics and deleting the language in brackets as follows:

82-23. All cast-iron soil pipe and fittings shall conform to the A.S.T.M. "Standard Specifications for Cast-Iron Soil Pipe and Fittings" (Serial Designation [A74-66] A74-87); all cast-iron pipe and fittings for underground use shall be coated with asphaltum or coaltar pitch *except in any building three stories or less in height and used exclusively for family unit occupancy, the aboveground soil and waste stacks may be Hubless Cast-Iron Soil Pipe and Fittings conforming to C.I.S.P.I. (Cast-Iron Soil Pipe Institute) Designation 301-85 and limited to sizes 1-1/2, 2 and 3 inch pipe. The coupling for use in connection with Hubless Cast-Iron Soil Pipe shall conform to C.I.S.P.I. (Cast-Iron Soil Pipe Institute) Designation 310-85.*

SECTION 7. Chapter 82 of the Municipal Code of Chicago is hereby amended in Section 82-20 by adding the language in italics and deleting the language in brackets as follows:

82-20. [All materials used in any drainage or plumbing system or part thereof, shall be free from defects and shall conform to the requirements of this chapter. The

abbreviation "A.S.T.M." hereinafter employed, refers to the American Society for Testing and Materials.]

*All materials used in any drainage or plumbing system, or part thereof, shall be free from defects and shall conform to the requirements of Chapters 82 and 83 and when a Standard is cited in those Chapters, the material shall conform to such Standard. Abbreviations used in Chapters 82 and 83 refer to the following agencies:*

*A.N.S.I. -- American National Standard Institute, Incorporated.*

*A.S.M.E. -- American Society of Mechanical Engineers.*

*A.S.T.M. -- American Society for Testing and Materials.*

*A.W.W.A. -- American Water Works Association.*

*C.I.S.P.I. -- Cast-Iron Soil Pipe Institute.*

Quality of Fixtures -- Plumbing fixtures shall be constructed from approved material, have smooth, impervious surfaces, be free from defects and concealed fouling surfaces.

SECTION 8. Chapter 82 of the Municipal Code of Chicago is hereby amended in Section 82-71 by adding the language in italics and deleting the language in brackets as follows:

82-71. The maximum number of fixture units that may be connected to a given size of house drain, horizontal branch, or vertical soil or waste stack is given in Tables 82-71-A and 82-71-B of this section. Storm and combined house drains and house sewers shall comply with Sections 82-52 and 82-53 of this code.

[The minimum required sizes for water closets or pedestal urinal branches shall be four (4) inches and three (3) inches from underground branches from downspouts, floor drains, laundry trays and sink stacks.] *The minimum required pipe size for water closets or pedestal urinal branches and stacks shall be 4 inches except that any building three stories or less in height and used exclusively for family unit occupancy, may utilize a 3 inch soil stack when not exceeding 30 fixture units, with not more than two water closets per floor or two water closets per horizontal branch. The waste connection to any water closet shall be provided with an approved four inch closet flange. The minimum required sizes for underground branches from downspouts, floor drains, laundry trays and sink stacks shall be 3 inches.*

SECTION 9. Chapter 78.1 of the Municipal Code of Chicago is hereby amended in Section 78.1-45 by adding the language in italics and deleting the language in brackets as follows:



78.1-45. Any existing residential building undergoing rehabilitation, remodeling, addition or repair pursuant to the provisions of this Chapter, and which does not exceed four stories in height may utilize a three inch soil stack [not exceeding sixty (60) fixture units] *in a four story building with a plumbing fixture unit capacity not exceeding 60 fixture units and in a building three stories or less in height with a plumbing fixture unit capacity not exceeding 30 fixture units*, with not more than two water closets per floor or two water closets per horizontal branch, [and not to exceed] *with no installation exceeding six water closets per stack. Other stacks shall conform to Table 82- 71-A of this code.* The waste [Waste] connections to [the] any water closet shall be [by a 3 inch x 4 inch reducing fitting using] *provided with an approved four inch closet flange.* All additional modifications or alterations to an existing plumbing system shall meet the requirements of Chapters 82 and 83 of the Municipal Code.

SECTION 10. This ordinance shall take effect upon its passage and publication.

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AMENDMENT OF MUNICIPAL CODE, VARIOUS CHAPTERS, BY  
FURTHER REGULATING LICENSING REQUIREMENTS AND  
FEES FOR MASONS, MOTION PICTURE PROJECTING  
MACHINE OPERATORS, PLUMBERS, ENGINEERS  
AND ELECTRICAL CONTRACTORS.

The Committee on Buildings submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on April 6, 1990) to amend Chapter 151 for Masons; Chapter 155 for Motion Picture Projecting Machine Operators; Chapter 162 for Plumbers; Chapter 174 for Engineers and Chapter 86 for Electrical Contractors, all pertaining to licenses and fees, begs leave to recommend that Your Honorable Body *Pass* the said proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,  
*Vice Chairman,  
Committee on Buildings.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 151 of the Municipal Code of Chicago is hereby amended in Sections 151-3.1, 151-5 and 151-6 by adding the language in italics and deleting the language in brackets, as follows:

151-3.1. Every applicant for a mason contractor's or employing mason's license shall be at least twenty-one years of age. [, a citizen of the United States, and a person of good character, all of which shall be vouched for in writing by at least two citizens of this city or shall be verified under oath by the application when required by the Board. No application for a mason contractor's or employing mason's license shall be filed unless the applicant is approved by the superintendent of police as to the good character of the applicant.]

151-5. The fee for the examination for the mason contractor's license shall be [ninety-five dollars] \$95. The license fee for such mason contractor shall be [five hundred dollars] \$500 *for the first year and \$100 for each additional year the license is valid.* [and thereafter the] *The* [annual] renewal fee for such license shall be [one hundred dollars] \$100 *for each year the license is valid.* In addition to the renewal fee, the fee for reinstatement of a lapsed license shall be [fifty dollars] \$50 for each lapsed year. All fees received for [said] examinations and licenses *provided for in this chapter* shall be paid to the Department of Revenue.

151-6. The mason contractor's or employing mason's license shall be valid [and have force] for a period of [one year from the date of issuance except as herein otherwise

provided,] *not less than one and not more than four years* and may be renewed upon its expiration by paying in advance the [annual] *appropriate* renewal fee.

SECTION 2. Chapter 155 of the Municipal Code of Chicago is hereby amended in Sections 155-11, 155-12 and 155-14, by adding the language in italics and deleting the language in brackets, as follows:

155-11. Each person who has qualified to take the examination for *a motion picture projecting machine operator's license* [which provision is herein made], shall, before taking such examination, pay to the [Director] *Department* of Revenue the sum of [one hundred dollars] *\$100*, which sum shall, in the event that such person passes the examination, entitle the applicant to such license upon proper certification by [said] *the Building Commissioner*, and *payment of the appropriate license fee*. [shall constitute the first license fee for the applicant. After the first year provided for herein, the annual] *The license fee and the renewal fee for such license shall be [thirty-five dollars] \$35 for each year the license is valid.*

155-12. Every qualified applicant shall be duly examined by [said] *the Building Commissioner*, as to his practical knowledge of the operation and maintenance of motion picture projecting machines and devices. [Said] *The examination* may be made in whole or in part in writing, and shall be of a practical and elementary character, but sufficiently strict to test the ability of the applicant. [If the applicant satisfactorily passes said examination, the applicant shall receive a certificate of competency from said Building Commissioner. In the event that said applicant fails to pass the original examination, he shall be entitled to take two additional examinations without further payment. These examinations shall be taken within ninety days from the date of the original examination. If applicant fails to pass the third examination, the fee paid to the Director of Revenue, as provided for in Section 155-11, shall be claimed by said Commissioner of Buildings for the city to defray the cost of examination.]

155-14. [The applicant shall present said] *Upon satisfactory passage of the examination [certificate of competency] and payment of the appropriate license fee, the Department of Buildings shall issue [to the clerk who shall issue a license properly attested to such applicant, which license shall be good for one year] a license valid for a period of not less than one and not more than four years* from the date of issuance.

SECTION 3. Chapter 162 of the Municipal Code of Chicago is hereby amended in Sections 162-8 and 162-18 by adding the language in italics and deleting the language in brackets as follows:

162-8. All plumber's *licenses* and apprentice plumber's [license] *certificates of registration* shall [expire one year] *be valid for a period of not less than one year and not more than four years from the date of issuance. Licenses and certificates of registration may be renewed for a period of not less than one year and not more than four years* upon

payment of the [required license] *appropriate renewal fee*. A plumber's license which has expired for failure to pay the [annual] *appropriate license fee* shall be reinstated by the board, without examination, upon payment of a lapsed renewal fee in addition to the [annual] *appropriate license fee* within five years following the date of expiration.

162-18. (1) The fee for the examination for a plumber's license shall be \$149.

(2) The fee for [an initial] *a plumber's license* shall be [\$27] *\$30 for each year the license is valid*. In addition to the [annual] renewal fee, the fee for reimbursement of a lapsed plumber's license as provided in Section 8 of this chapter shall be \$14 for each lapsed year.

(3) The apprentice *plumber's certificate of registration* fee shall be [\$5] *\$15 for each year the registration is valid*. The [annual] renewal fee for apprentice registration shall be [\$5] *\$15 for each year the registration is valid*. In addition to the [annual] renewal fee, the fee for reinstatement of a lapsed apprentice registration shall be [\$2.50] *\$10 for each lapsed year*.

SECTION 4. Chapter 162.1 of the Municipal Code of Chicago is hereby amended in Section 162.1-4 by adding the language in italics and deleting the language in brackets as follows:

162.1-4. The fee for initial registration as *a plumbing contractor* shall be [one hundred dollars, which sum shall be paid to the City Comptroller in advance upon filing his application; provided, however that any] *\$100 for the first year and \$60 for each additional year the registration is valid*. A registrant may renew his registration upon the payment of [an annual] *a renewal fee of [fifty dollars] \$60 for each year the registration is valid*. In addition to the renewal fee, the fee for reinstatement of a lapsed registration shall be [twenty-five dollars] *\$25 for each lapsed year*. The certificate of registration or renewal issued [thereunder] *thereafter* shall [expire one year] *be valid for a period of not less than one and not more than four years* from the date of issuance.

SECTION 5. Chapter 174 of the Municipal Code of Chicago is hereby amended in Sections 174-5 through 174-7 inclusive, by adding the language in italics and deleting the language in brackets as follows:

174-5. The Building Commissioner shall have power to examine into the qualifications of applicants for licenses as engineers and boiler or water tenders and grant licenses. [provided that superintendent of police has approved the application as to the good character of the applicant.]

174-6. (1) The fee for the examination for an engineer's license shall be \$70.

(2) The fee for an [initial] engineer's license shall be [\$7.00] *\$15 for each year the license is valid*. The [annual] fee for renewal of such license shall be [\$7.00] *\$15 for each*

*year the license is valid.* In addition to the [annual] renewal fee, the fee for reinstatement of a lapsed engineer's license shall be \$3 for each lapsed year.

(3) The fee for the examination for a boiler or water tender's license [(two sittings)] shall be \$5.00. The fee for re-examination for a boiler or water tender's license [(two sittings)] shall be \$5.00.

(4) The [initial] fee for a boiler or water tender's license shall be [\$5.00] *\$15 for each year such license is valid.* The [annual] fee for renewal of such license shall be [\$4.00] *\$15 for each year the license is valid.* In addition to the [annual] renewal fee, the fee for reinstatement of a lapsed boiler or water tender's license shall be [\$2.00] *\$5 for each lapsed year.*

174-7. The license for [said] *an* engineer or boiler or water tender shall [expire one year] *be valid for a period of not less than one and not more than four years from the date of issuance.*

SECTION 6. Chapter 175 of the Municipal Code of Chicago is hereby amended in Sections 175-5 and 175-6 by adding the language in italics and deleting the language in brackets as follows:

175-5. The fee for such examination, including the first year's license fee, shall be [one hundred thirty dollars] *\$130, and \$50 for each additional year the license is valid.* [thereafter the annual] *The* renewal license fee shall be [fifty dollars] *\$50 for each year the license is valid.*

All fees provided for in this chapter shall be paid to the [Director] *Department of Revenue.*

175-6. *Such* [Said] license shall be valid for a period of [one year] *not less than one and not more than four years from the date of issuance, unless sooner revoked in the discretion of the Mayor.*

*The* [Said] license may be renewed upon its expiration by paying in advance the [annual] *appropriate* renewal fee.

SECTION 7. Chapter 86 of the Municipal Code of Chicago is hereby amended in Sections 86-17, 86-18, 86-19, 86-21, 86-22, 86-23 and 86-25 by adding the language in italics and deleting the language in the brackets as follows:

86-17. Any person, firm or corporation desiring to engage in the business of electrical contractor shall apply for registration to the Building Commissioner. Upon the filing of such application in proper form, and the payment of the registration fee as provided in Section 86-19, the Building Commissioner shall register the applicant as an electrical contractor, and shall issue to the applicant a certificate of registration which will

authorize the applicant to engage in such business [for the year in which it is issued] *during the period the registration is valid*. Provided, however, that before any certificate of registration shall be issued to such electrical contractor, he shall have complied with Section 86-20 of this code.

86-18. The certificate of registration shall [expire one year] *be valid for a period of not less than one and not more than four years* from the date of issuance. A certificate of registration shall not be transferable and shall contain the name of the licensed supervising electrician.

86-19. The fee for registration as an electrical contractor shall be [twenty- five dollars] *\$35 for each year the registration is valid*, which sum shall be paid by the applicant to the [Director] *Department* of Revenue in advance upon filing the application. The [annual] renewal fee for such registration shall be [twenty-five dollars] *\$35 for each year the registration is valid*.

86-21. An applicant for a *certificate of registration as a supervising electrician* [electrician's license] shall file an application with the Building Commissioner in writing on a form to be furnished by the Department of Buildings.

86-22. Applicants shall be not less than twenty-one years of age, and shall have had at least two years experience in the installation, alteration, repair and maintenance of electrical wires, equipment, and apparatus, or an experience equivalent thereto. Applicants shall furnish the names and addresses of former employers, periods of time employed by each and in what capacity. Such information and all other required relevant information shall be provided upon forms available from the Department of Buildings.

The Department of Buildings shall prepare as many different examinations as are necessary to adequately provide for the number of applicants in different specialties. Each applicant shall be required to pass an examination sufficiently strict to indicate that he has satisfactory knowledge and technical training to perform the work or to supervise the installation, alteration, repair, or maintenance of electrical wires and apparatus authorized by permits issued by the Commissioner of the Department of Buildings. It shall be the responsibility of the Commissioner to exercise control and supervision of such examinations.

- (a) Each applicant shall pay an examination fee of [seventy dollars (\$70)] for each examination he takes. Such fee shall be paid to the [Director] *Department* of Revenue through the Department of Buildings prior to the day the examination is taken.
- (b) Where the results of the first examination are unfavorable [the applicant may reapply for a second examination after thirty (30) days have elapsed. If the results of the second examination are unfavorable], the applicant shall be required to wait a period of six (6) months before reapplication.

86-23. When an applicant shall have complied with the requirements of Section 86-22 and paid the appropriate fee, the Building Commissioner shall certify him as a supervising electrician to a registered electrical contractor by placing his name on both the registration certificate and identification card issued to the registered electrical contractor. No supervising electrician shall be certified with more than one registered electrical contractor or listed on more than one registration certificate. *The fee for registration as a supervising electrician shall be \$35 for each year the certificate of registration is valid. The certificate of registration shall be valid for a period of not less than one year and not more than four years from issuance.*

86-25. Whenever a supervising electrician shall leave or be discharged from the employ of any electrical contractor, who is required by this chapter to appoint or employ a supervising electrician, a [notice in writing thereof shall be given] *written statement giving notice thereof shall be provided* within five [(5)] days by both the employer and the supervising electrician to the Department of Buildings, and the permit privileges of such electrical contractor, shall without further order or action by the Department of Buildings stand suspended until the employment or appointment by such electrical contractor of a supervising electrician as provided for in Section 86-20. *A supervising electrician may transfer a valid registration to another electrical contractor with the permission of the Building Commissioner, which permission shall not be unreasonably withheld. The fee for such a transfer shall be \$35.*

SECTION 8. This ordinance shall take effect 10 days after its passage and publication.

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**COMMITTEE ON COMMITTEES,  
RULES AND ETHICS.**

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**AMENDMENT OF MUNICIPAL CODE CHAPTER 113.2 BY FURTHER  
REGULATING DISCLOSURE PROVISIONS FOR AWARD OR  
TRANSFER OF CABLE COMMUNICATION FRANCHISES.**

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, April 23, 1990.

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

Your Committee on Committees, Rules and Ethics, having held a meeting on April 23, 1990 for the purpose of considering an ordinance amending the Governmental Ethics Ordinance by imposing a late filing fee for statements of financial interests and by making grammatical, technical and stylistic corrections, 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.

Respectfully submitted,

(Signed) RICHARD F. MELL,  
*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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The awarding of franchises for and the operation of cable communications within the City of Chicago are matters of public importance; and

WHEREAS, It is the intent of the City Council of the City of Chicago to ensure that these matters be conducted free of any conflict of interest or the appearance thereof, and with the maximum protection for the purpose of enhancing public confidence in the integrity of these matters; and

WHEREAS, The City Council has determined that it is necessary and appropriate to adopt provisions mandating disclosure and prohibiting the award of cable communications franchises under certain circumstances; and

WHEREAS, Cable franchise grantees may seek to transfer their franchises to other cable operators; and



WHEREAS, The public's interest is the same in the franchise transfer process as it is in the initial grant process; and

WHEREAS, Streamlining the regulatory process will increase its efficiency; and

WHEREAS, Increased communication between Cable Commissioners and franchise transfer applicants and franchise grantees will aid the effectiveness of the Chicago Cable Commissioners in the performance of their duties; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by deleting the language in brackets and adding the language in italics to Chapter 113.2, Sections 113.2-1, 113.2-2, 113.2-4, 113.2-6, 113.2-8, 113.2-9, 113.2-10(A), 113.2-11, 113.2-12, 113.2-15 and 113.2-19, as follows:

Section 113.2-1 Short Title.

This ordinance shall be known as the Chicago Cable Ethics Ordinance - Franchising *or Transfer Process*.

Section 113.2-2 Definitions.

A. "Applicant" means any person who applies for or expects to apply for a cable communications franchise in the City of Chicago, *including any person who applies for or expects to receive an assignment or other interest of ownership of a cable communications franchise in the City of Chicago by way of transfer, sale or other means of assignment*, under procedures established pursuant to the Chicago Cable Communications Ordinance, Chapter 113.1 of the Municipal Code, or any successor ordinance or provisions of law relating to the same subject matter. When a provision of this Chapter [113.2] imposes any obligation or prohibition on a third person, "applicant" also includes any person who the third person knows, believes, or has reason to believe, intends or expects to apply or will apply for such a franchise, or to be an assignee of ownership for such a franchise.

B. "Application Period" means a period commencing with the date two years prior to the date of the first communication from an applicant to any City employee expressing an interest in acquiring a cable communications franchise, and ending with the date two months after the date of the approval or disapproval of the application for a franchise or a transfer of ownership of a franchise by the City Council pursuant to Section 113.1-20 or Section 113.1-55(A) of Chapter 113.1 of the Municipal Code, or such date as the applicant formally notifies the Cable Administrator in writing of the withdrawal of the application for a franchise or a transfer of ownership of a franchise.

[B.] C. "Cable Administrator" means the Cable Administrator appointed pursuant to Section 113.1-42 of Chapter 113.1 of the Municipal Code or, if such position is vacant, such person as may be temporarily designated by the Mayor of the City of Chicago, pending the appointment of the Cable Administrator.

[C.] D. "City" means the City of Chicago.

[D.] E. "City Advisor[s]" means any outside consultant, counsel or other person retained by the City with respect to cable communications in the City of Chicago.

[E.] F. "City Employee" means any employee or official of the City, including any City representative but, unless otherwise specified in this ordinance, shall not include members of boards or commissions (other than the Chicago Cable Commission) whose duties and responsibilities are part-time in nature.

[F.] G. "City Representative" means the Mayor; members of the City Council and their staff; all City department heads; the Cable Administrator; all members of the Chicago Cable Commission established pursuant to Section 113.1-43 of Chapter 113.1 of the Municipal Code; and all other City officers whose positions are specifically created by the Municipal Code; and all other City employees designated by the Cable Administrator on the basis of either the importance of their positions or relationship to cable communications in the City of Chicago but, unless otherwise specified in this ordinance, shall not include members of boards or commissions (other than the Chicago Cable Commission) whose duties and responsibilities are part-time in nature.

[G.] H. "Communication" means the discussion, presentation or any oral, written or other transmission of information relating in any way to cable communications in the City of Chicago.

[H.] I. "Expenditure" means a payment, distribution, loan, advance, deposit, political or campaign contribution or loan, or gift of money or anything of value, or the conferring of an economic benefit or the incurring of an economic cost, and includes a contract, promise or agreement; whether or not legally enforceable; whether or not made or incurred in the City of Chicago; relating in any way to cable communications in the City of Chicago. "Expenditure" includes expenditures by a person's parent corporation, subsidiary, predecessor or other affiliated entity, or by any business or professional entity with which an individual is affiliated or associated.

[I.] J. "Family Member" includes spouse, siblings and their spouses, children and their spouses, grandchildren and their spouses, parents and grandparents; whether or not they are members of the same household.

[J.] K. "Immediate Family" includes spouse and family members living with the person.

[K.] L. "Interest" means any economic interest or relationship, whether by ownership, purchase, sales, lease, contract, option, investment, employment, gift, fee or otherwise; whether present, promised or reasonably expected; whether direct or indirect; whether or not legally enforceable; whether in the person itself or in a parent or

subsidiary corporation or in another subsidiary of the same parent. "Interest" shall not include ownership through purchase at fair market value of less than 1% of the shares of a parent, subsidiary or other affiliated corporation whose shares are registered on a national securities exchange pursuant to the Securities Exchange Act of 1934. "Interest" shall also not include any interest provided equally to all cable subscribers or to all persons who agree to become cable subscribers, or any interest publicly determined by the Cable Administrator to be so minor that it doesn't reasonably constitute an actual or apparent conflict of interest.

[L.] M. "Municipal Code" means the Municipal Code of the City of Chicago.

[M.] N. "Person" means an individual, firm, corporation, cooperative, association, trust, partnership, joint venture, combination or other legally recognized entity.

[N.] O. "Person with whom a City representative maintains a close economic association" means a person associated with a City representative in a partnership, professional service corporation, or other form of business association or professional association, whether as a partner, officer, employee, associate, principal, agent or other otherwise; provided that such "association" shall not include participation by both the representative and the other person as limited partners or other passive investors in an entity in which neither owns or controls more than 5% of the equity of the entity.

[O.] P. "Request for Proposals" means the City's request for proposals to construct and operate a cable communications system pursuant to Chapter 113.1, Section 113.1-5(B) of the Municipal Code, or any successor ordinance or provisions of law relating to the same subject matter.

[P.] Q. "Spokesperson[s]" includes any person[s] who, at any time [since January 1, 1980,] *during the Application Period*, [are] is authorized to speak on behalf of an applicant, or otherwise to represent the applicant, or to serve the applicant in an agency capacity or by contract, with respect to any matter relating to cable communications in the City of Chicago. "Spokesperson[s]" includes, but [are] is not limited to, [all] *any* attorney[s] consultant[s], franchise representative[s], public relations advisor[s] or representative[s] advertising agency[ies], marketing research firm[s], accountant[s], banker[s], underwriter[s], financial or investment advisor[s], broker[s], person[s] conducting needs assessments on behalf of the applicant, and the like, and any person[s] who [are] is authorized to or who, on behalf of the applicant, makes any communication or engages in any activity relating to the content or approval of any request for proposals, franchise application, franchise, or ordinance concerning cable communications in the City of Chicago. In the case of any individual "spokesperson", spokesperson also includes any firm or other business or other business or professional association by which the individual is employed or with which he or she is otherwise affiliated. In the case of a firm or other entity, "spokesperson" also includes any individuals who perform or will perform any of the activities as "spokesperson". "Spokesperson" includes any person employed by or retained by the applicant or by a parent corporation, subsidiary or other affiliated entity, whose responsibilities include any of the foregoing communications or activities.

## Section 113.2-4 Disclosures By Applicants.

A. Each applicant shall file with the Cable Administrator a written statement, subscribed under oath before a notary public by the applicant or by an authorized officer of the applicant, publicly disclosing the following information:

1. The name[s] and address[es] of [all] *each* spokesperson[s] for the applicant; the capacity (e.g., public relations attorney) in which each acts as spokesperson; and the amounts of all compensation paid to or reasonably expected by each spokesperson (whether or not formal billing or payment has yet occurred) for services rendered *or to be rendered as a spokesperson for the applicant* with respect to any matter relating to Chicago Cable Communications at any time [since January 1, 1980, or to be rendered as a spokesperson for the applicant] *during the Application Period*.
2. All expenditures by or on behalf of the applicant at any time [since January 1, 1980] *during the Application Period*, itemized by categories and amount, as specified in forms provided by the Cable Administrator.
3. All information concerning ownership of the applicant as requested [in] by the *City* [City's request for proposals]. Such ownership information shall include disclosure of owners, including any beneficiary or beneficiaries of any trust or similar entity, and disclosure of principals whenever any ownership interest is held by any agent or nominee.
4. The identities of all City employees, and immediate family members of City employees, family members of City representatives, and persons with whom a City representative maintains a close economic association, who have or at any time [since January 1, 1980] *during the Application Period*, have had an interest in the applicant; and the nature and amount of each such interest. For the purpose of this subsection, City employee and City representative shall include members of boards or commissions whose duties and responsibilities are part-time in nature.
5. All communications by or on behalf of the applicant with any City representative, family member or person with whom a City representative maintains a close economic association, at any time [since January 1, 1980] *during the Application Period*, whether or not restricted by the provisions of Section 113.2-9 of this Chapter. The written statement disclosing such communications shall include the following information:

- (a) The name, address and telephone number of the person to whom the communication was made.
- (b) The date, time and duration of the communication and the circumstances (such as telephone conversation or meeting) under which it was made.
- (c) A brief statement describing any oral communications.
- (d) A copy of any written materials which were the subject of the communication.

B. Such disclosure statements shall be filed on or before the date the applicant first applies for a franchise or a transfer of ownership. These statements shall cover the [period from January 1, 1980, to the date of the application] *time from the beginning of the Application Period up to the date of the disclosure statement.* Additional statements supplementing the information initially filed shall be filed on the last day of each month thereafter until three months have passed after the award of any franchise, or the approval of transfer of ownership of a franchise, for which the applicant applied.

C. Each applicant shall make disclosures, consistent with the provisions and intent of this ordinance, regarding changes of ownership interests, spokespersons, expenditures and any other matter relating to cable communications, on forms provided by the Cable Administrator. Nothing herein shall be construed to prevent the Cable Administrator or the Chicago Cable Commission from requiring disclosure of information in addition to that needed to comply with the terms of this ordinance.

#### Section 113.2-6 Spokespersons: Registration And Disclosure.

A. All spokespersons shall register with the Cable Administrator before engaging in any activities as a spokesperson[, or within thirty (30) days of the passage of this ordinance, whichever is later].

B. Any applicant may register on behalf of all spokespersons who are full-time employees of itself and of any parent, subsidiary or affiliated corporation. Each applicant shall be responsible for informing all its spokespersons of the provisions of this Chapter in a timely manner, and for ensuring that all its spokespersons comply with the provisions of this Chapter.

C. Registration shall consist of filing with the Cable Administrator a written statement, subscribed under oath before a notary public by the spokesperson (or by the applicant in the case of spokespersons who are its full-time employees), publicly disclosing the following information:

1. The name and address of the spokesperson.
2. The name and address of any firm or other business or professional association with which an individual spokesperson is employed or otherwise affiliated, or, in the case of a spokesperson which is a firm or other entity, the names and addresses of any individuals who perform or will perform any activities as spokesperson.
3. The name and address of any applicant on whose behalf the spokesperson acts or will act.
4. The name and address of any person employing, retaining or paying the spokesperson to act on behalf of the applicant.
5. All expenditures by the spokesperson on behalf of the applicant, at any time [since January 1, 1980,] *during the Application Period*, itemized by category and amount and identifying the person to whom each amount of money or other expenditure was directly or indirectly paid.
6. All communications by the spokesperson, on behalf of the applicant, with a City employee, family member of a City representative, or person with whom a City representative maintains a close economic association, at any time [since January 1, 1980] *during the Application Period*.

D. Additional registration statements supplementing the information initially filed shall be filed on the date of the applicant's application for a franchise or transfer of ownership of a franchise and on the last day of each month thereafter until three months have passed after the award of any franchise or approval of transfer of ownership for which the applicant applied. If the spokesperson made no expenditures or communications on behalf of the applicant subsequent to those previously disclosed, the spokesperson shall file and shall so state in the additional registration statement. A spokesperson who no longer acts or is authorized to act as a spokesperson shall file written notice of such termination, including therewith a report of all expenditures and communications not previously reported.

Section 113.2-8 City Representatives And Advisors: Disclosure.

A. Each City representative and advisor shall file with the Cable Administrator a written statement, subscribed under oath before a notary public, publicly disclosing the following information:

1. All interests or other economic relationships which the City representative or City advisor or a member of his immediate family has or had at any time [since January 1, 1980] *during the Application Period*, in

- any applicant or any person who supplies materials or services to an applicant.
2. All interests which the City representative or *City advisor* knows have been held, at any time [since January 1, 1980] *during the Application Period* in an applicant or in a person who supplies materials or services to an applicant by a family member or by a person with whom the City representative or City advisor maintains a close economic association.
  - [3. All interests or other economic relationships which the City advisor has or had at any time since January 1, 1980, in any applicant or any person who supplies materials or services to an applicant.]
  - [4] 3. With respect to each of the interests or other economic relationships described in subparagraphs 1 and [3] 2 of this section:
    - (a) The name and address of the person who has or had it, and that person's relationship to the City representative or City advisor.
    - (b) The dates the interest was acquired and held.
    - (c) The amount and nature of the interest, and a description of the transaction in which it was acquired.
    - (d) The name and address of the person in whom the interest is or was had.
  - [5. With respect to each of the interests described in subparagraph 2 of this section:
    - (a) The name and address of the person who has or had it, and that person's relationship to the City representative.
    - (b) The amount and nature of the interest to the extent known.
    - (c) The name and address of the person in whom the interest is or was had.]
  - [6.] 4. All communications, direct or indirect, which the City representative or *City advisor* or a member of his immediate family, at any time [since January 1, 1980] *during the Application Period*, has had with an applicant, and any such communications relating in any way to cable communications in the City of Chicago with a person who supplies materials or services to an applicant or with a person who has a direct economic interest in the award of a franchise.

B. City representatives and *City* advisors shall file their disclosure statements within 30 days after the [period for submitting] franchise application [applications has expired, covering the period January 1, 1980,] or *transfer of ownership application has been filed, covering the commencement of the Application Period* to the date of the statement. Additional statements supplementing the information initially filed, shall be filed on the last day of each month until three months have passed after the award of [all franchises in the City] *the franchise or approval of the transfer of ownership of the franchise.*

Section 113.2-9 Ex Parte Communications.

A. No applicant, spokesperson, or person who supplies materials or services to an applicant shall directly or indirectly communicate with a City employee, concerning any matter related in any way to cable communications in the City of Chicago, the request for proposals, applications for franchises, *applications for transfer of ownership, franchises, transfer of ownership of a franchise, any franchise ordinance or transfer of ownership resolutions* except in writing addressed to:

Cable Administrator  
City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

All responses on behalf of the City or any City employee to such communications shall be in writing filed with the Cable Administrator. The Cable Administrator shall maintain all such communications and responses in his office, available for public inspection during regular business hours.

B. The foregoing shall not apply to communications consisting exclusively of the following:

1. Requests for application forms for a franchise or *transfer of ownership of a franchise.*
2. Requests for schedules of meetings of the City Council.
3. Requests for information regarding procedural matters not in dispute.



4. Testimony, debate or deliberation at any meeting of the City Council or any committee or subcommittee thereof held in conformity with the rules of the Council and applicable laws with the State of Illinois.
5. Negotiations or other discussions with applicants formally and publicly authorized by the City Council.
6. Communications through the public media, such as statements in news interviews and paid advertisements. In addition, nothing in this section shall preclude the Mayor from publicly designating one representative of each City department to respond to inquiries from applicants concerning ascertainment of the needs of each department for possible use of the cable communications system. Any representative so designated shall be listed on a list made available to all applicants and to the public, and shall keep a log of each such meeting, which shall be available for public inspection during regular business hours.
7. *A request for information by a member of the Chicago Cable Commission or the Chairman of the City Council Subcommittee on Cable, directed to an applicant or spokesperson, which would assist the Chicago Cable Commissioner or Chairman of the City Council Subcommittee on Cable in the evaluation of an application for a franchise or transfer of ownership of a franchise; provided that such communication shall be disclosed to the Cable Administrator. Such disclosure shall be made by the Commissioner or Chairman within 30 days of the communication, and shall consist of a brief summary of the communication and any additional information as the Cable Administrator may request.*

#### Section 113.2-10 Cable Administrator's Responsibilities.

A. Not less than thirty (30) days before the due date for filing the initial statement required by Section 113.2-8 of this Chapter, the Cable Administrator shall send a written notice to each City representative *and City advisor* of his or her responsibility to file such a statement. The notices shall be in writing and deposited in the U. S. Mail, properly addressed, first class postage prepaid. A certificate executed by the Cable Administrator attesting that he has mailed the notice constitutes prima facie evidence thereof.

#### Section 113.2-11 Additional Penalties.

In addition to any other remedies provided by this Chapter, Chapter 113.2 of the Municipal Code, or other applicable law, violations of the provisions of this Chapter shall be subject to the following additional penalties:

A. Violations of Sections 113.2-4, 5, 6 and 9 shall render an applicant ineligible for a franchise or a transfer of ownership of a franchise at the option of the City Council, and shall render any franchise ordinance or other City action relating to the applicant voidable at the option of the City Council.

[B. [Deleted]]

[C. [Deleted]]

[D. [Deleted]]

[E.] B. Any person who knowingly violates any provision of this Chapter shall be subject to a fine not to exceed Five Hundred Dollars (\$500) for each offense. Each day of violation shall constitute a separate offense.

[Section 113.2-12 Sunset Provision.

Sections 113.2-1 -- 113.2-11 of this Chapter as applied to any franchise area within the City of Chicago shall expire two months after the acceptance by an applicant for said franchise area of a franchise by the City Council pursuant to Section 113.1-55(A) of Chapter 113.1 of the Municipal Code.]

Section 113.2-[15] 14 Grantee's Prohibitions.

A grantee shall not, directly or indirectly, knowingly:

A. Provide, offer, promise, suggest, or otherwise communicate the possible provision of an interest to a City representative or a City representative's spouse, child, or any other person living in the same household as a City representative.

[B. Communicate with a Chicago Cable Commissioner in violation of the restrictions on ex parte communications provided by Section 113.2-19 of this Chapter.]

[C.] B. Provide, offer, promise, suggest, or otherwise communicate the possible provision of an [ownership] interest to a City employee or a City employee's spouse, child, or any other person living in the same household as a City employee.

Section 113.2-[19] 18 Ex Parte Communications.

[A. No grantee shall directly or indirectly communicate with a Chicago Cable Commissioner concerning any matter related in any way to cable communications in the City of Chicago, except in writing addressed to the Cable Administrator.]

[B. No Chicago Cable Commissioner shall directly or indirectly communicate with a grantee concerning any matter related in any way to cable communications in the City of Chicago, except through the Cable Administrator.]

*A. Any communication between a Chicago Cable Commissioner and a grantee concerning any matter relating in any way to cable communications in the City of Chicago shall be disclosed to the Cable Administrator. Such disclosure shall be made in writing by the Chicago Cable Commissioner within 30 days of the communication, and shall consist of a brief summary of the communication, and any additional information as the Cable Administrator may request.*

[C.] B. The Cable Administrator shall maintain a file of all such communications and responses in his office, available for public inspection during regular business hours.

[D.] C. The foregoing shall not apply to communications consisting exclusively of the following:

1. Requests for schedules of meetings of the Commission.
2. Testimony, debate or deliberation at any meeting of the Commission.
3. Communication through the public media, such as statements in news interviews, public forums and paid advertisements.

SECTION 2. Severability.

If any provision of this chapter is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions thereof.

SECTION 3. Effective Date.

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

**COMMITTEE ON ECONOMIC DEVELOPMENT.**

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**APPROVAL GIVEN TO DESIGNATION OF  
LINCOLN-BELMONT-ASHLAND AS  
BLIGHTED COMMERCIAL  
AREA.**

The Committee on Economic Development submitted the following report:

CHICAGO, May 16, 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 Lincoln-Belmont-Ashland Blighted Commercial Area, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The 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 Lincoln-Belmont-Ashland Blighted Commercial Area at this regular meeting on February 20, 1990 by Resolution No. 90-CDDC-5, 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 Lincoln-Belmont-Ashland Blighted Commercial Area and desires to evidence its approval of the designation of said Blighted Commercial Area, which is bounded as follows:

#### Legal Description

#### Lincoln-Belmont-Ashland.

Beginning at the intersection of the center line of West Melrose Street and the center line of North Greenview Avenue; thence southerly along said center line of North Greenview Avenue to the intersection with the center line of West Barry Avenue; thence westerly along said center line of West Barry Avenue to the intersection with the center line extended of the 16-foot north-south public alley parallel to and first east of North Ashland Avenue; thence southerly along the center line of the aforesaid alley to the intersection with the center line of West Nelson Street; thence westerly along said center line of West Nelson Street to the intersection with the center line extended of the 16-foot north-south public alley parallel to and first west of North Ashland Avenue; thence northerly along said center line of the aforesaid 16-foot public alley to the intersection with the center line of West Barry Avenue; thence westerly along said center line of West Barry Avenue to the intersection with the center line extended of the 16-foot public alley parallel to and first west of North Ashland Avenue; thence northerly along said center line extended a distance of 300 feet to the intersection with the southern boundary and termination of the 8-foot public alley parallel to and first west of North Ashland Avenue; thence westerly along said southern boundary extended of the aforesaid public alley a distance of 250 feet to the center line and southern boundary of the 8-foot north-south public alley first east of and parallel to North Paulina Street; thence northerly along said center line of the aforesaid 8-foot public alley to the intersection with the center line of the 16-foot east-west public alley parallel to and first south of West Belmont Avenue; thence westerly along said center line extended to the intersection with the center line of North Paulina Street; thence northerly along said center line of North Paulina Street to the intersection with the center line of West Melrose Street; thence easterly along said center line of North Paulina Street to the intersection with the center line of North Lincoln Avenue; thence northwesterly along said center line of North Lincoln Avenue to the intersection with the center line of West School Street; thence easterly along said center line of West School Street to the intersection with the center line extended

of the 16-foot north-south public alley parallel to and first west of North Ashland Avenue; thence northerly along said center line of the aforesaid 16-foot public alley to the north line extended of Lot 17 in Block 8 in G.H.A. Thomas Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast half, east half, southeast quarter of Section 19-40-14; thence easterly along said north line extended to the intersection with the center line of North Ashland Avenue; thence southerly along said center line of North Ashland Avenue to the intersection with the center line of West Melrose Street; thence easterly along said center line of West Melrose Street to the intersection with the center line of North Greenview Avenue, being the point of beginning; all in Sections 19-40-14; 20-40-14; 29-40-14; and 30-40-14 in the City of Chicago, County of Cook and State of Illinois, in the following subdivisions:

G.H.A. Thomas Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast half, east half, southeast quarter of Section 19-40-14,

Also

Rusk and Floud's Subdivision of Block 10 of L. Turner's Subdivision of the northeast half, east half, southeast quarter of Section 19-40-14,

Also

Gross North Addition to Chicago being a subdivision of the half of the east half, southeast quarter of Sections 19-40-14 and 19-30-14,

Also

Kemnitz and Wolf's Subdivision of the southwest quarter of the southwest of the southwest quarter of the southwest quarter of Section 20-14-14,

Also

John P. Altgeld's Subdivision of Blocks 1, 2, 3, 4 and 7 and the north half of Block 6 of subdivision in subdivision of that part lying northeast of the center line of Lincoln Avenue of northwest quarter of Section 29-40-14,

Also

Subdivision in Block 16 in William Lill and Heirs of Michael Diversey's Division of the southwest half of the northwest quarter of Section 29-30-14,

Also

Sandmacher and Glade's Subdivision of Blocks 14 and 15 in subdivision of the southwest half of the northwest quarter of Section 29-40-14,

Also

Eugene E. Hussung's Addition to Lake View, a subdivision of the north half, northeast quarter, northeast quarter of Section 30-40-14,

Also

Subdivision of the south one acre of the east three acres of the north half, northeast quarter, northeast quarter of Section 30-40-14,

Also

Frederic Zapet's Subdivision north half, east half, northeast quarter, northeast quarter of Section 30-40-14,

Also

C. D. Kopke's Subdivision of the north 166 feet south of the center line of Belmont Avenue of the west two acres of the east five acres of the northeast quarter, northeast quarter of Section 30-40-14,

; now, therefore,

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

SECTION 1. The designation of the Lincoln-Belmont-Ashland Blighted Commercial Area is hereby approved.

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

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APPROVAL OF PROPERTY AT 6200 SOUTH OAK PARK  
AVENUE AS CLASS 6(b) AND ELIGIBLE FOR  
COOK COUNTY TAX INCENTIVES.

The Committee on Economic Development submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman William Krystyniak (23rd Ward) authorizing Class 6(b) tax incentives for the property located at 6200 South Oak Park Avenue pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all committee members present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

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



Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City of Chicago desires to promote the development of industry in the City of Chicago; and

WHEREAS, The Cook County Assessor is operating under an ordinance enacted by the Cook County Board of Commissioners, and amended from time to time, the most recent amendment becoming effective as of January 1, 1990, which has instituted a program to encourage industrial and commercial development in Cook County known as the Cook County Real Property Classification Ordinance; and

WHEREAS, Roy Houff and tenant Roy Houff & Company, Incorporated has applied for, or is applying for, Class 6(b) (or in the alternative, Class 6(a), property status pursuant to said aforementioned ordinance, for certain real estate located at 6200 South Oak Park Avenue, in the City of Chicago, Cook County, Illinois, with the Property Index Number(s) 19-18-315-036, and legally described in Exhibit "A" attached hereto, and has proven to this Council that such incentive provided for in said ordinance is necessary for development to occur on this specific real estate; now, therefore,

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

SECTION 1. That the request of Roy Houff, owner, and Roy Houff & Company, Incorporated, tenant, to have certain real estate located at 6200 South Oak Park Avenue, Chicago, Cook County, Illinois, legally described on Exhibit "A", attached hereto, and with the Property Index Number(s) 19-18-315-036, Volume 397, declared eligible for Class 6(b) (or in the alternative, Class 6(a)) status pursuant to the Cook County Real Property Classification Ordinance, as amended January 1, 1990, is hereby granted in that this Council and municipality recognizes that the incentive benefits provided for in said resolution are necessary for development of this real estate to occur.

SECTION 2. That the City hereby supports and consents to said site to receive Class 6(b) (or in the alternative, Class 6(a)) status from the Cook County Assessor pursuant to said ordinance.

SECTION 3. That the Mayor and Clerk or other appropriate City officials are hereby authorized to sign any necessary documents to implement this resolution.

SECTION 4. That this resolution shall be in full force and effect from and after its adoption.

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

*Exhibit "A".*

That part of Parcel "A" lying north of a line which is 150.0 feet north of the northerly right-of-way line of West 63rd Street (as measured on east line of said Parcel "A") and lying east of a line described as:

beginning at a point in the north line of the south half of the southeast quarter of the southwest quarter of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, said point being 323.78 feet west of the northeast corner of the south half of the southeast quarter of the southwest quarter of said Section 18; running thence south to a point in the center line of West 63rd Street, said point being 323.5 feet west of the intersection of the center line of West 63rd Street and the east line of the southwest quarter of said Section 18, said described line being the extension southerly of the east line of the 20-foot railroad right-of-way lying northerly of West 62nd Street (according to the plat of survey of Parcel "A" made by Anton F. Kozak, May 28, 1958 described as: Parcel "A", Lots 1 to 37, both inclusive, in Block 49 and Lots 1 to 22 in Block 50, all in Frederick H. Bartlett's Chicago Highlands in the southeast quarter of the southeast quarter of the southwest quarter of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, the vacated alleys adjoining aforesaid lots, all of vacated South New England Avenue, all of vacated West 62nd Place, that part of West 62nd Street that has been vacated and that part of South Oak Park Avenue that has been vacated), excepting therefrom the south 230.0 feet, as measured along the east and west line, all in Du Page County, Illinois.

[Plat attached to this Exhibit "A" printed on page 15736 of this Journal.]

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UNITED STATES CONGRESS URGED TO REDUCE MILITARY  
SPENDING TO REALLOCATE FUNDS FOR CERTAIN  
SOCIAL INVESTMENT PROGRAMS.

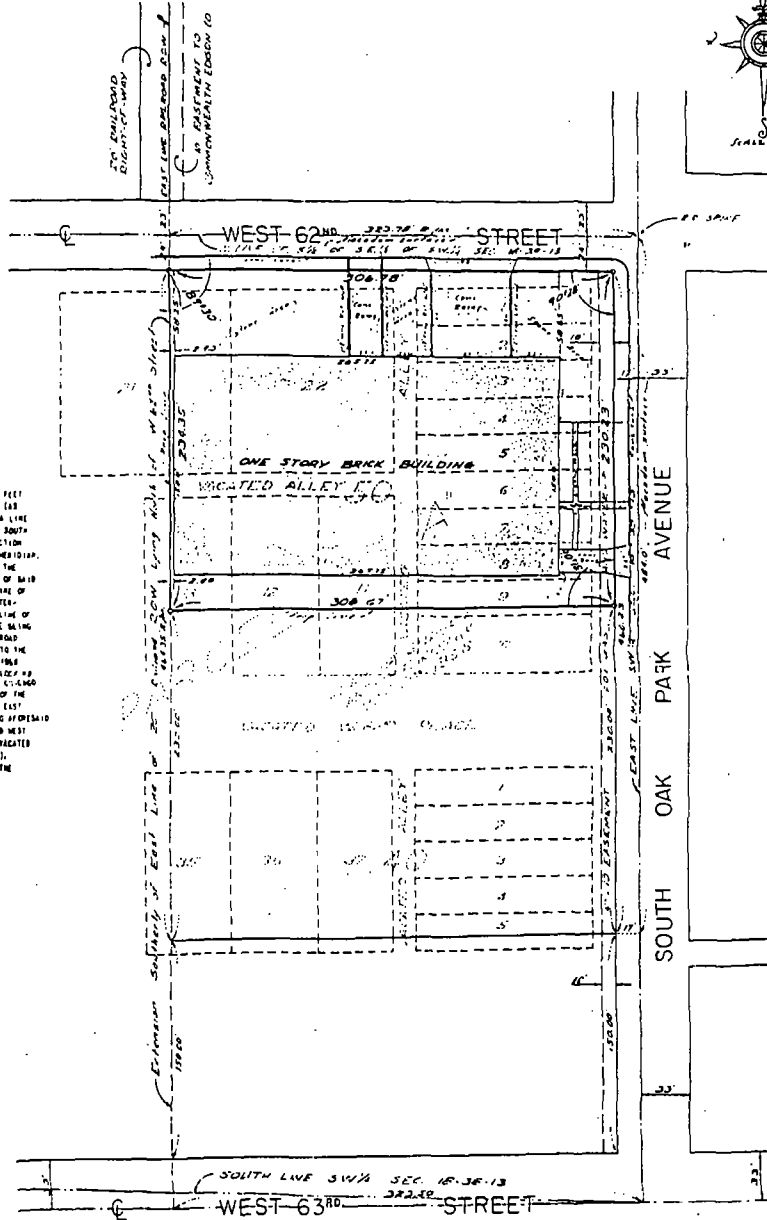
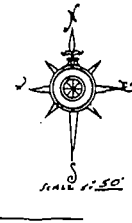
The Committee on Economic Development submitted the following report:

CHICAGO, May 16, 1990.

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

(Continued on page 15737)

# PLAT OF SURVEY



THAT PART OF PARCEL "A" LYING NORTH OF A LINE WHICH IS 100.0 FEET NORTH OF THE NORTHEAST CORNER OF THE EAST LINE OF WEST 62ND STREET (AS MEASURED ON EAST LINE OF SAID PARCEL "A") AND LYING EAST OF A LINE DESCRIBED AS: BEGINNING AT A POINT IN THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 323.70 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16; RUNNING THENCE SOUTH TO A POINT IN THE CENTER LINE OF WEST 62ND STREET, SAID POINT BEING 323.6 FEET WEST OF THE INTERSECTION OF THE CENTER LINE OF WEST 62ND STREET AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, SAID DESCRIBED LINE BEING THE EXTENSION SOUTHWEST OF THE EAST LINE OF THE 20 FOOT WIDE ROAD RIGHT OF WAY LYING NORTHEAST OF WEST 62ND STREET (ACCORDING TO THE PLAT OF SURVEY OF PARCEL "A" MADE BY ANTON F. BRAD, MAY 28, 1984 DESCRIBED AS: PARCEL "A" LOTS 1 TO 37, BOTH INCLUSIVE, IN BLOCK 49 AND 1070 - 1 TO 27 IN BLOCK 100, ALL IN FORDHEIM CO. SUBDIVISION OF 160-ACRE HIGHWAYS IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE VACATED ALLEYS ADJOINING AFORESAID LOTS, ALL OF TRACTED SOUTH NEW ENGLAND AVENUE, ALL OF TRACTED WEST 62ND PLACE, THAT PART OF THE WEST 62ND STREET THAT HAS BEEN VACATED AND THAT PART OF SOUTH WALK AVENUE THAT HAS BEEN VACATED, EXCEPTING THEREFROM THE SOUTH 250.0 FEET, AS MEASURED ALONG THE EAST AND WEST LINE, ALL TO PAGE COUNTY, ILLINOIS.

State of Illinois )  
County of DuPage ) ss

This is to certify that we, WIGHT AND COMF, INCORPORATED, have surveyed the above described property as shown on the annexed PLAT, which is a correct representation of said survey. All distances are in feet and decimals thereof.

Note: I. Look true at all corners, unless otherwise noted.  
II. Compare all points on ground with this plat before building and report any differences.

67-10231-Driveway Locations 8-9-21 4-26-90 P.

Given under my hand and seal this 24<sup>th</sup> day of May, A. D. 1990.

WIGHT AND COMF  
ARCHITECTS - ENGINEERS  
SURVEYORS

(Continued from page 15735)

Your Committee on Economic Development, having had under consideration a proposed resolution introduced by Alderman Bernard Hansen (44th Ward) recommending that the proposed cuts in military spending be used to provide affordable housing, establish a comprehensive health care program, support education, protect the environment, and provide for the conversion of industries from military to civilian production, begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, The years of Cold War have resulted in an oversized military budget which has taken priority over pressing civilian needs; and

WHEREAS, Reduced east-west tensions now give the United States an unprecedented opportunity to cut our \$300 Billion military budget and promote peaceful development; and

WHEREAS, Five million children under the age of six are presently living below the poverty level, approximately 30 million people have inadequate or no medical coverage, the unemployment of millions and their lack of affordable housing is producing an increase in homelessness; lack of quality education and lack of affordable education on a college level leaves increasing numbers of young people without the skills to deal with today's world; and a deteriorating infrastructure stymies economic development; and

WHEREAS, During the 1980s the military budget doubled, in 1991 federal grants to Chicago are projected at only half of what the City received in 1985 and the cumulative loss to Chicago and affiliated agencies over the past five years is over \$1 Billion; and

WHEREAS, Chicago's share of next year's military budget is over \$4 Billion, a billion dollars more than the entire budget of the City of Chicago; and

WHEREAS, Studies by the Bureau of Labor Statistics indicate that dollar for dollar almost any other form of spending provides more jobs than military production; and

WHEREAS, The Department of Defense and the nuclear weapons facilities of the Department of Energy are the worst polluters in our country and have left us with a heritage of toxic and radioactive wastes which will cost over \$100 Billion to contain and have already cost the health and lives of workers, people living in surrounding communities and future generations; now, therefore,

*Be It Resolved*, That the City of Chicago calls upon the Congress of the United States to cut military spending by 10% this year and 50% within five years in order to reduce the risk of nuclear war, decrease intervention abroad, and provide funds for socially useful investment, including:

1. Rehabilitation of public housing and the expansion of affordable rental housing and emergency help for the homeless.
2. Establishment of a comprehensive universal health care program.
3. Adequate funding to insure quality education, educational equity and student financial aid.
4. Increased funding for environment cleanup and protection, including cleanup of our hazardous nuclear weapons production facilities.
5. A defense economic adjustment program which would facilitate the shift of resources from military to civilian industries by providing for advanced planning for conversion, assistance for retraining and for the protection of worker health and other benefits during the transition.

*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 86.1,  
SECTION 86.1-11 BY REQUIRING PUBLIC HEARING  
AND ALDERMANIC NOTIFICATION PRIOR TO  
ISSUANCE OF PERMIT FOR ERECTION  
OF CERTAIN SIGNS/SIGNBOARDS.

The Committee on Economic Development submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Economic Development, having had under consideration an ordinance introduced by Alderman Ed Smith (28th Ward) requiring a public meeting prior to the issuance of a permit for the erection of a sign more than 24 feet in height or more than 100 square feet in area, begs leave to recommend that Your Honorable Body *Re-Refer* the said proposed ordinance, which is transmitted herewith, to the Committee on Committees, Rules and Ethics.

This recommendation was concurred in by all committee members present with no dissenting votes.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,  
*Chairman.*

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-Referred to the Committee on Committees, Rules and Ethics* by yeas and nays as follows:

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

*Nays* -- None.

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

COMMITTEE ON HISTORICAL  
LANDMARK PRESERVATION.

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DESIGNATION OF WASHINGTON SQUARE DISTRICT AS  
CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, May 16, 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 January 18, 1989) to designate the Washington Square District (consisting of Washington Square Park, the Newberry Library at 60 West Walton Street, and four buildings at 915, 919, 925, and 929 North Dearborn Street), as a Chicago landmark, begs leave to recommend that Your Honorable Body *Pass* the proposed amended 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, as amended, transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Washington Square District, in Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the district meets certain criteria for designation as set forth in Chapter 21, Sections 21-66 (10), (2), (6), and (7) of the Municipal Code of Chicago; and

WHEREAS, Washington Square Park, the oldest park in Chicago, was donated to the City in 1842 by real estate developer Orasmus Bushnell and formed the second park established within the City of Chicago; and

WHEREAS, Washington Square Park still exhibits features from its initial landscaping as a park, probably in 1869, such as formal, symmetrical paths and a stone coping around its perimeter; and

WHEREAS, On the north side of the park stands the Newberry Library, one of the foremost research libraries in the world, which was founded in 1887; and

WHEREAS, The trustees of the Newberry Library constructed this building as a permanent home for the library that opened in 1892; and

WHEREAS, On the east side of the park stand four buildings built as a church and three houses but owned for many years by the Scottish Rite Cathedral Association as its cathedral and administrative headquarters; and

WHEREAS, These five structures were designed by prominent Chicago architects, namely, T.V. Wadskier, Burling and Adler, Cobb and Frost, and Treat and Foltz, in the period 1869 to 1895; and

WHEREAS, The park and these buildings maintain a high degree of integrity and have been well maintained over the years; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Washington Square District is truly important to Chicago and deserves to be preserved, protected, enhanced, rehabilitated, and perpetuated, and the Commission 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 Washington Square District be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Washington Square District, consisting of Washington Square Park, Newberry Library at 60 West Walton Street, Scottish Rite Cathedral at 929 North



Dearborn Street, and Scottish Rite Association offices at 925, 919, and 915 North Dearborn Street, Chicago, Illinois, and legally described as:

Washington Square donated to the City of Chicago for use as a public square, in Bushnell's Addition to Chicago; and

the south 90 feet of Block 10 in Bushnell's Addition to Chicago; and the north 90 feet and the west 78 feet of the south 10 feet of Lot 1; and the west 76.5 feet of the north 47.5 feet and the west 83 feet of the south 29.5 feet of Lot 2; and the west 95 feet of Lot 3; all in E.H. Sheldon's Subdivision of Block B in the subdivision of the north half of Block 8 and all of Block 9 of Bushnell's Addition to Chicago; all in the east half of the southeast quarter of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois;

and consisting of the properties, both publicly and privately owned, within the following boundaries:

On The North:

from a point of beginning on the west line of North Clark Street, said point being 90 feet north of the westward extension of the north line of West Walton Street; east along a line 90 feet north of and parallel to the north line of West Walton Street to this line's coincident intersection with the east line of North Dearborn Street;

On The East:

south along this east line of North Dearborn Street to its intersection with the north line of West Walton Street; east along this north line of West Walton Street to its intersection with a line 170 feet west of and parallel to the east line of North Dearborn Street; south along this line to its intersection with a line 79 feet south of and parallel to the south line of West Walton Street; west along this line to its intersection with a line 78 feet east of and parallel to the east line of North Dearborn Street; south along this line to its intersection with a line 115.7 feet north of and parallel to the north line of West Delaware Place; west along this line to its intersection with a line 76.5 feet east of and parallel to the east line of North Dearborn Street; south along this line to its intersection with a line 68.2 feet north of and parallel to the north line of West Delaware Place; east along this line to its intersection with a line 83 feet east of and parallel to the east line of North Dearborn Street; south along this line to its intersection with a line 38.56 feet north of and parallel to the north line of West Delaware Place; east along this line to its intersection with a line 95 feet east of and parallel to the east line of North Dearborn Street; south along this line to the point of its coincident intersection with the south line of West Delaware Place;

On The South:

west along the south line of West Delaware Place to its intersection with the east line of North Dearborn Street; south along the east line of North Dearborn Street to its intersection with a line coincident with the south line of West Delaware Place as its lies between North Dearborn and North Clark Streets; west along the south line of West Delaware Place to the point of its coincident intersection with the west line of North Clark Street;

On The West:

north along the west line of North Clark Street to the point of beginning,

is hereby designated in its entirety as a Chicago landmark. The critical features of the district identified for preservation consist of the exterior and lobby of the original building of the Newberry Library and the facades of the buildings at 929, 925, 919 and 915 North Dearborn Street, facing Walton, Dearborn and Delaware.

SECTION 2. The Commission on Chicago Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to place the plaque within the district in accordance with the provision of Chapter 21, Section 21-73 of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Landmarks is directed to comply with the provisions of Chapter 21, Section 21-75 of the Municipal Code of Chicago regarding notice of designation.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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DESIGNATION OF CHESS RECORDS OFFICE AND STUDIO  
AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, May 16, 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 January 19, 1990) to designate the

Chess Records Office and Studio, located at 2120 South Michigan Avenue 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuller, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-72 of the Municipal Code of Chicago, the Commission on Chicago Landmarks has determined that the Chess Records Office and Studio, located at 2120 South Michigan Avenue, in Chicago, Illinois, is worthy of designation as a Chicago landmark; and

WHEREAS, The Commission has found that the Chess Records Office and Studio meets certain criteria for landmark status set forth in Chapter 21, Section 21-66 (1) and (3) of the Municipal Code of Chicago; and

WHEREAS, The Chess Records Office and Studio has value as an example of the historic and cultural heritage of the City of Chicago, State of Illinois, and the United States as the former headquarters and studio of a commercial recording company that significantly impacted the course of twentieth century popular music; and

WHEREAS, The Chess Records Office and Studio is closely identified with the creative development of the internationally acclaimed "Chicago Blues" sound, as well as being a major force in the evolution of rock and roll and other musical genres; and

WHEREAS, The Chess Records Office and Studio was the site of internationally acclaimed blues recordings by artists including Muddy Waters, Willie Dixon, Howlin' Wolf, Little Walter, and pioneering rock and roll performers such as Bo Diddley and Chuck Berry; and

WHEREAS, The creative recordings of Leonard and Phil Chess exemplified the best of Chicago's recording industry of the 1950's and 1960's, bringing the "Chicago Sound" across the globe; and

WHEREAS, The Commission on Chicago Landmarks has concluded that the Chess Records Office and Studio is truly important to Chicago and the world, 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 Chess Records Office and Studio be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The Chess Records Office and Studio, located at 2120 South Michigan Avenue, Chicago, Illinois, and legally described as:

the south one-half (1/2) of Lot 5 in Block 27 of Gurley's Subdivision of the Assessor's Division of the southwest fractional one-quarter (1/4) of Section 22, Township 39, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (P.I.N. 17-22-318-018)

is hereby designated in its entirety, along with the land on which it stands, as a Chicago landmark. The critical features identified for preservation are the entire Michigan Avenue facade of the structure; the roof of the structure; and the interior configurations of the first and second floors.

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 the 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.

**COMMITTEE ON HOUSING, LAND ACQUISITION,  
DISPOSITION AND LEASES.**

---

**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, May 15, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services for eleven ordinances regarding the acceptance of bids for the properties located at:

750 -- 752 East Bowen Avenue;

1825 South Carpenter Street;

8844 South Cottage Grove Avenue;

1447 South Hamlin Avenue;

3817 -- 3819 West Harrison Street;

1115 South Independence Boulevard;

1214 -- 1224 South Kedzie Avenue/1215 -- 1225 South Sawyer Avenue (parking site Number 61);

6952 South Michigan Avenue;

6547 -- 6549 South Minerva Avenue;

1814 South Normal Boulevard; and

1200 -- 1206 South Pulaski Road,

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

This recommendation was concurred in by unanimous vote of the members of the committee with no dissenting votes.

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuller, M. Smith, Orr, Stone -- 43.

*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):

*750 -- 752 East Bowen Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Harris Temple, A.O.H., 741 East Bowen Avenue, Chicago, Illinois 60653, to purchase for the sum of \$6,500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, page 1897 described as follows:

the west 17-8/12 feet of Lot 39 and the east 24 feet 8-1/2 inches of Lot 33 in Dobbins Subdivision of the north half of the southeast quarter of the northeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 750 -- 752 East Bowen Avenue, Permanent Tax Nos. 20-03-215-034 and 035)

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 \$650.00 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.

---

*1825 South Carpenter Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Charles J. Oliver, 11148 South Maplewood Avenue, Chicago, Illinois 60655, to purchase for the sum of \$5,628.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, page 1902 described as follows:

Lot 50 in Abel B. Smith's Subdivision of Block 7 of Walsh & McMullen's Subdivision of the south three-quarters of the southeast quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1825 South Carpenter Street, Permanent Tax No. 17-20-411-001)

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 \$563.00 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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*8844 South Cottage Grove Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Alla Mae Stewart, 741 East 88th Place, Chicago, Illinois 60619, to purchase for the sum of \$9,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, page 1906 described as follows:

Lot 23 and the north 1-foot of Lot 24 in Block 18 in S. E. Gross' Subdivision of Blocks 15, 16, 17 and 18 in Dauphin Park Addition, a subdivision of the east half of the northeast quarter of Section 3, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8844 South Cottage Grove Avenue, Permanent Tax No. 25-03-215- 040) -- special assessments due,

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 \$900.00 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.



*1447 South Hamlin Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Lillie M. Mills, 1825 North Nagle Avenue, Chicago, Illinois 60635, to purchase for the sum of \$6,700.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed July 19, 1989, pages 3498 -- 3499 described as follows:

Lot 22 and the north 12-1/2 feet of Lot 23 in Block 2 in Bond's Addition to Chicago, a subdivision of the west half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1447 South Hamlin Avenue, Permanent Tax No. 16-23-118-009)

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 \$670.00 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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*3817 -- 3819 West Harrison Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Divine Tree of Life Church, 3837 West Harrison Street, Chicago, Illinois 60624, to purchase for the sum of \$5,700.00,

the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2633 -- 2634 described as follows:

Lots 17 and 18 (except the south 8.092 feet) in Block "A" in Vance's Garfield Boulevard Addition, a subdivision of part of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3817 -- 3819 West Harrison Street, Permanent Tax Nos. 16-14-302-015 and 016)

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 \$570.00 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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*1115 South Independence Boulevard.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Wallace E. Johnson, 939 North Grove, Oak Park, Illinois 60302, to purchase for the sum of \$4,400.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2637 described as follows:

Lot 14 in Edward Casey's Addition to Chicago, being a subdivision of the south 6 acres of the south half of the west half of the east half of the southwest quarter east of the east line of Garfield Boulevard of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1115 South Independence Boulevard, Permanent Tax No. 16-14-325-006)

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 \$440.00 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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*1214 -- 1224 South Kedzie Avenue/  
1215 -- 1225 South Sawyer Avenue.  
(Parking Site Number 61)*

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

SECTION 1. The City of Chicago hereby accepts the bid of Betty Wilson, 3245 West Douglas Boulevard, Chicago, Illinois 60624, to purchase for the sum of \$38,502.00, the city-owned vacant property previously advertised pursuant to Council ordinance passed November 15, 1989, pages 6789 -- 6790 described as follows:

Lots 11 through 15, both inclusive, and Lots 42 through 46, both inclusive, in Subblock 1 in Block 1 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, being a subdivision of Blocks 1, 2, 5 and 10 in Circuit Court Partition of the east half of the northeast quarter of that part of the east half of the southeast quarter lying north of center line of West Ogden Avenue of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1214 -- 1224 South Kedzie Avenue and 1215 -- 1225 South Sawyer Avenue, Parking Site No. 61, Permanent Tax Nos. 16-23-207-005, 006, 007, 008, 015, 021, 022, 023 and 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 \$3,850.20 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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*6952 South Michigan Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Helen M. Thomas, 6954 South Michigan Avenue, Chicago, Illinois 60637, to purchase for the sum of \$5,100.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2647 -- 2648 described as follows:

the south half of Lot 11 in Block 8 in Lancaster's Subdivision of the west half of the southwest quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6952 South Michigan Avenue, Permanent Tax No. 20-22-313-039)

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 \$510.00 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.

*6547 -- 6549 South Minerva Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Julia Carr, 6543 South Minerva Avenue, Chicago, Illinois 60637, to purchase for the sum of \$7,500.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 14, 1989, page 1916 described as follows:

Lot 15 in Block 1 in Woodlawn Ridge Subdivision of the south half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6547 -- 6549 South Minerva Avenue, Permanent Tax No. 20-23-119-018)

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 \$750.00 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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*1814 South Normal Boulevard.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Insoo Chin and Chong H. Chin, his wife, as joint tenants, 1233 Hillside Drive, Northbrook, Illinois 60062, to purchase for the sum of \$7,500.00, the city-owned vacant property approved to advertise

pursuant to Council ordinance passed June 28, 1989, pages 2649 -- 2650 described as follows:

Lot 67 in Ree's Subdivision of Lot 1 in Block 37 in the Canal Trustees' Subdivision of the west half and so much of the southeast quarter as lies west of the South Branch of the Chicago River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1814 South Normal Boulevard, Permanent Tax No. 17-21-325-032)

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 \$750.00 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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*1200 -- 1206 South Pulaski Road.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Steven Dukatt, 739 Ivy Lane, Glencoe, Illinois 60022, to purchase for the sum of \$31,113.13, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, page 2653 described as follows:

Lots 1, 2 and 3 in Block 1 in W. A. Merigold's Resubdivision of the north 50 acres of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1200 -- 1206 South Pulaski Road, Permanent Tax Nos. 16-22-207-005 and 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 \$3,113.13 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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ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED  
VACANT PROPERTY UNDER ADJACENT NEIGHBORS  
LAND ACQUISITION PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, which was referred a communication from the Department of General Services for an ordinance regarding the acceptance of bids under the Adjacent Neighbor's Program at the following locations:

2745 West Adams Street;

4512 South Emerald Avenue;

3826 West Fillmore Street;

3215 West Flournoy Street;

1433 South Karlov Avenue;  
1635 South Keeler Avenue;  
3335 West Lexington Street;  
1521 South Millard Avenue; and  
1307 South Troy 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 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Gilès, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584 -- 585 of the Journal of the City Council Proceedings and as amended on July 23, 1982 between pages 11830 -- 11833 of the Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803 -- 14805 of the Journal of the City Council Proceedings. Said bids and legal descriptions are as follows:



Bidder: Carol Sergeant  
Address: 2743 West Adams Street  
Bid Amount: \$300.00

Real Estate Number: 5041  
Address: 2745 West Adams  
Street  
Index Number: 16-13-212-005

Legal Description

Lot 4 in McCally's Subdivision of Lots 2 and 3 in Block 2 in Rockwell's Addition to Chicago in Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2745 West Adams Street, Chicago, Illinois).

Bidder: Joan Martin  
Address: 4514 South Emerald Avenue  
Bid Amount: \$300.00

Real Estate Number: 7060  
Address: 4512 South Emerald  
Avenue  
Index Number: 20-04-318-026

Legal Description

Lot 6 in Block 4 in South Chicago Land and Building Association Subdivision of the west half of the north half of the south half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4512 South Emerald Avenue, Chicago, Illinois).

Bidder: Larry Marshall  
Address: 3828 West Fillmore Street  
Bid Amount: \$301.00

Real Estate Number: 3200  
Address: 3826 West Fillmore  
Street  
Index Number: 16-14-320-015

Legal Description

Lot 39 in L. E. Ingall's Subdivision of that part of Blocks 5 and 6 in Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the right-of-way of the Wisconsin Central (formerly Chicago & Great Western Railroad), in Cook County, Illinois (commonly known as 3826 West Fillmore Street, Chicago, Illinois).

Bidder: Clara L. Robinson  
Address: 3219 West Flournoy Street  
Bid Amount: \$300.00

Real Estate Number: 5907  
Address: 3215 West Flournoy  
Street  
Index Number: 16-14-407-018

Legal Description

Lot 11 in Block 3 in George K. Schoenberger's Subdivision of the east quarter of the north 40 rods, 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 3215 West Flournoy Street, Chicago, Illinois).

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Bidder: Dady Marshall  
Address: 1431 South Karlov Avenue  
Bid Amount: \$300.00

Real Estate Number: 4266  
Address: 1433 South Karlov  
Avenue  
Index Number: 16-22-221-013

Legal Description

Lot 24 in Block 2 in Our Home Addition to Chicago Subdivision of the east half of the northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (except the north 50 acres thereof) (commonly known as 1433 South Karlov Avenue, Chicago, Illinois).

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Bidder: Jessie Moore  
Address: 1631 South Keeler Avenue  
Bid Amount: \$401.00

Real Estate Number: 7936  
Address: 1635 South Keeler  
Avenue  
Index Number: 16-22-404-020

Legal Description

Lot 87 in Oliver's Subdivision of Lot 2 in Assessor's Division of the southeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1635 South Keeler Avenue, Chicago, Illinois).

Bidder: Ruby Liberty  
Address: 3333 West Lexington Street  
Bid Amount: \$500.00

Real Estate Number: 5157  
Address: 3335 West Lexington  
Street  
Index Number: 16-14-410-006

Legal Description

Lot 12 in Wallter's Subdivision of Block 14 in E. A. Cummings and Co.'s Central Park Avenue Addition being a subdivision of that part of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying south of the north 40 rods thereof and north of the north line of the right-of-way of the Chicago and Great Western Railroad, in Cook County, Illinois (commonly known as 3335 West Lexington Street, Chicago, Illinois).

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Bidder: Susie Sloan  
Address: 1523 South Millard Avenue  
Bid Amount: \$300.00

Real Estate Number: 4457  
Address: 1521 South Millard  
Avenue  
Index Number: 16-23-129-008

Legal Description

The south 18 feet of Lot 40 and Lot 39 (except the south 12.12 feet thereof) in Durham's Subdivision of the south half of the east half of the east half of the southeast quarter of the northwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1521 South Millard Avenue, Chicago, Illinois).

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Bidder: Lee G. Polk  
Address: 1309 South Troy Street  
Bid Amount: \$300.00

Real Estate Number: 1933  
Address: 1307 South Troy Street  
Index Number: 16-24-103-003

## Legal Description

Lot 67 in subdivision of Blocks 1 to 4 in Balestier's Douglas Park Addition to Chicago in the northwest quarter of the west half of the northwest quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1307 South Troy Street, Chicago, Illinois).

SECTION 2. That the conveyances of the city-owned properties under the "Adjacent Neighbors Land Acquisition Program", are subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to the additional terms, conditions and restrictions contained in the advertisement announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the city-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and the City Clerk are authorized to sign and attest quitclaim deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of General Services, Asset Management, Real Property Section, that the sale of these properties has been completed; to deliver the cashier's checks, certified checks, bank checks and money orders of the above listed bidders in the full amount to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's checks, certified checks, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

SALE OF CITY-OWNED VACANT PROPERTY LOCATED AT  
6422 -- 6424 SOUTH KIMBARK AVENUE.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 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 to accept under the home rule sale for property located at 6422 -- 6424 South Kimbark 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 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted pursuant

thereto, the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant parcel of real estate described herein which is owned by the City of Chicago, to the First Presbyterian Church, 6400 South Kimbark Avenue, Chicago, Illinois 60637.

Real Estate Number: 5638  
Address: 6422 -- 6424  
South Kimbark Avenue

Amount: \$1.00  
Permanent Tax Numbers: 20-23-210-  
007 and 008

#### Legal Description

Lots 5 and 6 in Block 4 of Wait & Bowen's Subdivision of the west half of the northeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That the quitclaim deed shall provide that parcel will be used as a playground for the First Presbyterian Church's Day Care/After School Program funded by the Department of Human Services. If the parcel is not used for this purpose or ceases to be used for this purpose, the title of the purchaser shall revert back to the City and the City shall take possession.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein the Mayor or his proxy is authorized to execute a quitclaim deed conveying said parcel of real properties to the above cited church.

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

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SALE OF CHICAGO BOARD OF EDUCATION PROPERTY  
LOCATED AT 2839 WEST FILLMORE STREET.  
*(Formerly Shepard School)*

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 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 to accept for sale the former Shepard School located at 2839 West Fillmore Street by the Chicago Board of Education, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The 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 Statutes, Chapter 122, paragraph 34-21, subsection (b)(2), by a vote of not less than two-thirds of its full membership, the Board of Education of the City of Chicago has determined that such real estate has become unnecessary, unsuitable, inappropriate and unprofitable to the Board and that a sale would constitute the best available use of such real estate for the purpose of deriving revenue to support the Board's authorized purposes; and real estate acquired, used or held for school purposes, having a fair market value of less than \$25,000 may be negotiated by the Board of Education of the City of Chicago and is exempt from the requirement of notice and competitive bid; and

WHEREAS, The said improved real estate hereinafter described was used for school purposes and has a fair market value (improved and inclusive of demolition and asbestos removal) of less than \$25,000 as evidenced by the following two appraisals:

Real Property Appraisals  
December 19, 1988  
Market value of site improved: \$0

William C. Jones  
November 6, 1986  
Market value of site improved: \$-71,000

; 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 offer from the West Indian Folk Dance Company, c/o Alfred Baker, Artistic Director, 16622 Turner, Markham, Illinois 60426, in the amount of \$20,000 be accepted; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the offer of the West Indian Folk Dance Company to purchase the school building and land described as follows, to-wit:

Lots 1 to 9, inclusive, Lots 36 to 44, inclusive, and vacated alley adjoining said lots in Block 2 in Helen Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 and G. W. Clark's Subdivision of the east half of the southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 257.04 feet on West Fillmore Street, 239.6 feet on South Mozart Street, 223.6 feet on South Francisco Avenue, contains 66,609 square feet/1.52 acres, is improved with a school building, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago, In Trust For The Use Of Schools in and to said school property and to deliver said deed to the Bureau of Real Estate Management of the Board of Education of the City of Chicago.

SECTION 3. That the Bureau of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the purchase price.



SECTION 4. That this ordinance shall be in effect from and after its passage.

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

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 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 Mayor Richard M. Daley to revise the procedures for the sale of vacant city-owned land to be let by public bid as amended in the Committee on Housing, Land Acquisition, Disposition and Leases, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 42.

*Nays* -- Alderman Shaw -- 1.

Alderman Beavers 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 numerous parcels of surplus vacant land (the "Land"); and

WHEREAS, The Department of General Services ("Department") is responsible for compiling and maintaining a list of the Land (hereinafter "Real Estate Inventory"); and

WHEREAS, The ability to dispose of the Land in an efficient and expeditious manner will permit the City to receive additional revenue and return the parcels to the tax rolls; and

WHEREAS, The City currently sells property in accordance with the procedures set out in the Illinois Municipal Code (Ch. 24, Ill. Rev. Stat., Section 11-76-2 et seq.); and

WHEREAS, In conjunction with administrative initiatives being taken by the Department of General Services it is the intention of the City Council to eliminate unnecessary and time consuming procedures in the sale of the land; and

WHEREAS, The City is a home rule unit of government pursuant to Article VII, Section 6(a) of the 1970 Constitution of Illinois and as such may legislate concerning matters pertaining to its local government and affairs; now, therefore,

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

SECTION 1. The procedures used to sell the Land pertain to the local government and affairs of the City.

SECTION 2. Unless another ordinance controls the manner in which a specific parcel of Land is to be sold, when selling Land listed on the Real Estate Inventory the City will follow those procedures set forth in the Illinois Municipal Code (Ch. 24, Ill. Rev. Stat., Section 11-76-2 et seq.) with the following exception:

- (a) An ordinance authorizing the publication of a notice of the proposal to sell such land shall not be required;
- (b) Bids received in response to a notice of a proposal to sell such land are not required to be opened at a regular City Council meeting;
- (c) M.A.I. certified appraisals shall not be required. The Department of General Services shall determine a recommended value for each parcel of land to be offered for sale. In the event that the recommended value exceeds \$5,000.00 the Department shall obtain a written independent fee appraisal report.

SECTION 3. All bids shall be opened at a public meeting before a certified court reporter who shall make a record of the proceedings. All bids shall be referred to the City

Council. The City Council may accept the high bid by a majority vote. By a vote of three-fourths of its members, the City Council may accept a bid other than the highest bid upon making a finding that such bid is in the best interest of the City. By a majority vote, the City Council may reject any and all bids.

SECTION 4. A deed conveying Land which is sold to a party other than the highest bidder may contain such restrictions and covenants as may be appropriate to insure that the Land is devoted to a use which is in the interest of the City.

SECTION 5. Upon approval of the sale by the City Council the Mayor or his proxy is authorized to execute a deed.

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

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EXECUTION OF LEASE AGREEMENT WITH JEMANDA ILLINOIS,  
LIMITED FOR USE OF PREMISES ALONG SOUTH  
BANK OF CHICAGO RIVER.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the acceptance of a lease by Jemanda Illinois, Ltd., on the Chicago River (Lease Number 30109), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 24.1 of the Municipal Code of Chicago places the management, control and leasing at Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and 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 Jemanda Illinois, Limited, 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.

Chicago River Boats Lease Agreement attached to this ordinance reads as follows:

*Lease Agreement.*

*Chicago River Boats.*

This agreement made this 19th day of March, 1990 between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Jemanda Illinois, Ltd., 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 of premises at the Chicago River, South Bank between the Dearborn Street Bridge and the State Street Bridge, Chicago, Illinois, hereinafter called "Chicago River" as more particularly described on plat attached hereto as Exhibit "A" (the "Premises"), and the privileges hereinafter described related to the Premises. The parties agree to attach said plat when dock area is specified prior to execution of lease.

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. Lessee reserves the right to terminate this Lease Agreement if, as a consequence of the foregoing, the Premises are unusable for the purpose herein leased.

(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 fits, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee, subject to the quiet, peaceful and secure use and enjoyment by Lessee of the Premises.

*Article II.*

The Lessee shall not, without prior approval of Lessor, which approval shall not be unreasonably withheld or delayed, assign or transfer this agreement or any share, part or interest therein, provided, however, that Lessee may, without the prior consent of Lessor, enter into contracts with third parties for the sales of goods or rendering of services within the Premises and provided that Lessee may sublease portions of the Premises or license portions of Lessee's operation provided such sublease or licensed operation is part of the general operation of Lessee and is under the general supervision and control of Lessee. Lessee further agrees that, except as permitted hereunder, 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 the 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 stock 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. "Stock control" as used herein shall mean ownership of sufficient stock to direct operations of Lessee.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise 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 except as herein specifically provided, 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.*

Except as herein specifically provided, 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 General Services (hereinafter called "Commissioner") which consent shall not be unreasonably withheld or delayed, any flags, placards, signs, poles, wires, aerials, 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 and damage by casualty excepted. If said Premises shall not be so kept by Lessee, Lessor, following not less then ten days prior written notice to Lessee specifying such conditions and the failure and/or report by Lessee to thereafter commence such repair and to thereafter pursue such action in continuity, may enter the Premises without terminating the privilege or causing an interference 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 claiming by or through or arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen'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, relating to the Premises and 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 their agents or employees, except for the negligent acts or omissions of Lessor, its agents and/or representatives.

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 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 are determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to reasonable determination of the Comptroller and/or Asset Manager; provided, however, that (i) the insurance required of Lessee shall be available at commercially reasonable rates and (ii) the insurance requirements imposed upon Lessee shall not be materially greater than those imposed upon lessees in comparable leasing agreements with Lessor.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the reasonable determination of the Comptroller. All policies and endorsements thereto shall name the City of Chicago.

Upon approval by said Comptroller 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 Department of General Services, Bureau of Assets Management, Asset Manager, 320 North Clark Street, Room 505, 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 within sixty days from the date of such casualty, the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate, provided, upon Lessor's election not to repair or reconstruct the Premises, Lessee may elect to do so upon written notice to Lessor within thirty (30) days from the date of receipt of notice from Lessor, in which event this lease shall not terminate, the cost of such repair and reconstruction shall be deducted from rentals due hereunder, and rental shall recommence upon the completion of such repair and reconstruction. However, if Lessor does not give notice of termination, Lessor shall promptly commence and complete such repair and reconstruction and 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 its business. In the event the demised Premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated equitably as reasonably 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, guest 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 reasonably 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, and shall fail and/or refuse to timely pay rental hereunder during such periods, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, within ten (10) days following receipt of notice thereof, or in case of the breach of any covenant in this agreement contained and Lessee shall fail and/or refuse to commence to cure such default within thirty (30) days from date of receipt of notice specifying such default and to proceed thereafter in continuity, 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 ejection, 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 who may perform any such labor or services in connection with this contract. Notwithstanding Lessee's obligations as set forth in this paragraph, nothing therein shall be construed to impose hiring quotas upon Lessee.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1 964 -- 1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 8 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. 1985, 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, Room 502, 320 North Clark Street, Chicago, Illinois 60610, and to the Asset Manager, Bureau of Assets Management, 320 North Clark Street, Room 505, Chicago, Illinois 60610. Notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Peter Gatien  
47 West 20th Street  
New York, New York 10011

or to such other additional locations as may be requested from time to time.

*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:

Lessor grants to Lessee the exclusive privilege to use approximately two hundred fifty (250) lineal feet of concrete dock and wharf area on the South Bank of the Chicago River between the Dearborn Street Bridge and the State Street Bridge, as depicted on Exhibit A attached hereto. During the term of this Lease Agreement, Lessor shall not enter into any lease for, or otherwise permit any occupancy of, any other space on the South Bank of the Chicago River between the Dearborn Street Bridge and the State Street Bridge.

(B) Storage Area:

Lessee shall not have any storage space.

2. Purpose.

Lessee shall use the Premises to operate a stationary restaurant, entertainment and night club facility providing additional meeting, banquet and business services, and for ancillary related uses, on the vessel Emba-Sea 1, and for other lawful purpose.

## 3. Term.

The term of this agreement (the "Term") shall be for ten (10) years, commencing on the date on which Lessee commences operation of its normal business (the "Commencement Date") and terminating on the day prior to the tenth (10) anniversary of the Commencement Date.

This Lease can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year after eighty-four (84) months from the Commencement Date. Prepaid rental hereunder shall be prorated on a per diem basis to the effective date of termination.

## 4. Rental.

## (A) Dock Area Rental:

(1) Annual Rent. Lessee agrees to pay Lessor, each year during the Term, for the privileges herein granted in Section 1(A), an annual rental ("Annual Rent") in the amounts shown in the following table:

| Year | Annual Rental | Rental Per<br>Lineal Foot |
|------|---------------|---------------------------|
| 1.   | \$22,500.00   | \$ 90.00                  |
| 2.   | 24,000.00     | 96.00                     |
| 3.   | 25,750.00     | 103.00                    |
| 4.   | 27,500.00     | 110.00                    |
| 5.   | 29,500.00     | 118.00                    |
| 6.   | 31,500.00     | 126.00                    |
| 7.   | 33,750.00     | 135.00                    |
| 8.   | 36,250.00     | 145.00                    |
| 9.   | 38,750.00     | 155.00                    |

| Year   | Annual Rental | Rental Per<br>Lineal Foot |
|--|---------------|---------------------------|
| 10.  | 41,250.00     | \$165.00                  |
| 11. (If the first<br>year is less than<br>a full calendar<br>year) | 44,000.00     | 176.00                    |

Annual Rental for the first and last calendar years of the Term shall be prorated accordingly on a per diem basis to the extent that such years are less than full calendar years. Annual Rental shall be paid in the following manner: twenty-five percent (25%) on April 1 of each year, twenty-five percent (25%) on June 1 of each year, twenty-five percent (25%) on August 1 of each year and twenty-five percent (25%) on October 1 of each year.

- (2) Percentage Rent. In addition to Annual Rent, Lessee shall pay to Lessor two and one-half percent (2.5%) of Gross Sales (as hereinafter defined) each year during the Term, in the following manner:
- (a) Twelve and one-half percent (12.5%) by April 1 of each year based on Gross Sales for the previous year. Percentage Rent for the first year of the Term shall be based on estimated gross sales of Four Million and no/100 Dollars (\$4,000,000.00) which amount shall be equitably prorated on a per diem basis if the Term commences after January 1, of such year.
- (b) Twelve and one-half percent (12.5%) by September 1 of each year based on Gross Sales for the previous year.
- (c) The remainder by January 31, of the next year.
- (B) 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 the 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 the 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:

- (i) 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.
  - (ii) 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.
  - (iii) 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 (iii) would also apply to a situation where Lessee engages a third party caterer to cater a special event in the Premises.
  - (iv) 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.
- (C) Upon execution of this Lease Agreement, Lessee shall make a certified check payable to "City of Chicago" and mail to:



Department of General Services  
Leasing Section  
320 North Clark Street, Suite 505  
Chicago, Illinois 60610

5. Operations.

- (A) Lessee, or any and all persons in his 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 outside of the craft used in its business, 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 under way on craft.
- (B) Lessee shall advise the Commissioner of General Services in writing of the registration numbers of each of the craft used in their 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.
- (C) 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.
- (D) Lessee fully understands and agrees that by entering into this Agreement he 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 except as herein provided.
- (E) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services.
- (F) Lessee shall provide, pay for and maintain at all times public liability insurance of \$2,000,000 aggregate limit; with the City of Chicago to be named 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, 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. In addition, Lessee will provide dramshop insurance naming the City of Chicago as additionally insured. The amount to

insurance will be reasonably determined by the Department of General Services; provided, however, that (i) the insurance required of Lessee shall be available at commercially reasonable rates and (ii) the insurance requirements imposed upon Lessee shall not be materially greater than those imposed upon lessees in comparable leasing agreements with Lessor.

(G) Lessee will provide and pay for electrical service and telephone installation.

(H)

(i) Lessor shall be responsible for bringing sewer services to the Premises and providing the hook-up of such services to the Premises. The parties acknowledge that it will be necessary to construct a sewer line connection from the Premises to a nearby sanitary sewer. Lessor shall be responsible for such construction and Lessee agrees to contribute toward the cost of such construction an amount (the "Lessor Contribution") equal to the lesser of (a) fifty percent (50%) of the actual cost of such construction or (b) Twenty-five Thousand Dollars (\$25,000.00). The sewer line connection shall remain the property of Lessor upon the expiration of this Lease Agreement. Lessee shall not be entitled to any reimbursement of the Lessee Contribution.

(ii) With respect to water services to the Premises, Lessor shall, at Lessor's sole cost and expense, construct the "T- line" and valve basin to tap into the existing water line. Lessee shall, at Lessee's sole cost and expense (subject to reimbursement as provided below), be responsible for construction and installation of the water line, meter vault and other facilities required to bring water services from such "T-line" to the Premises (collectively, the "Water Line Facilities"). The Water Line Facilities shall be the property of Lessor upon the expiration of this Lease Agreement. Lessor agrees to partially reimburse Lessee for the cost of construction and installation of the Water Line Facilities in an amount equal to the lesser of (a) fifty percent (50%) of the actual cost of such construction and installation and (b) Twenty Thousand Dollars (\$20,000.00). Such reimbursement shall be given to Lessee in the form of a credit against the final payments of Rental due hereunder at the expiration or earlier termination of the term of this Lease Agreement and, if the full amount of such reimbursement is not so credited against the Rental due, then Lessor shall pay the amount of any remaining reimbursement to Lessee upon the expiration of this Lease Agreement. In the event that the parties execute this Lease Agreement and Lessee fails to commence operation of its business and vacates the Premises,

Lessee shall not be entitled to any reimbursement for construction and installation of the Water Line Facilities.

- (iii) Lessee shall be solely responsible for and promptly pay 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.

(I) Garbage Provisions:

- (1) All dumpsters for Emba-Sea will be consolidated and enclosed in order to not interfere with public pedestrian traffic coming through the wharf area.
  - (2) Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster area will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the 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 Public Works.
  - (4) Lessee shall provide its own scavenger service.
- (J) Lessee has the authority to install additional lighting. Additional lighting has to be approved by the Department of General Services prior to installation, which approval shall not be unreasonably withheld or delayed.
- (K) The serving of alcoholic beverages of any kind on the demised Premises shall comply with the Chicago Municipal Code and State Statutes.
- (L) Lessee has authority to have two (2) mounted 2-foot x 4-foot signs on upper Wacker Drive, one (1) 18-inch x 24-inch sign on lower Wacker Drive and a banner attached to the existing flagpole adjacent to the Premises. Sign verbiage for such signs will state restaurant name and have directional arrows only. Lessee shall have authority to install signage upon, or attach signage to, the Premises, subject to the approval of Lessor, which approval shall not be unreasonably withheld or delayed.

Placement of any other signs will be at the discretion of the Department of General Services.

- (M) Subject to the provisions of Section 5(H)(ii) above, Lessor will provide water and sewage hook-up at no cost to Lessee. If constructed by Lessee, the cost thereof shall be deducted from rental due hereunder by Lessee. Lessee will pay for all utilities including water.
- (N) Lessee will have non-exclusive right to use the staircase from upper Wacker Drive to lower Wacker Drive at the southwest corner of the State Street Bridge for ingress and egress purposes from State Street Bridge and Dearborn Street Bridge, together with a non-exclusive easement in, over, across, from and through public streets and the staircase, as described in paragraph 5(O), and the wharf area from said staircase to the Premises, for the benefit of Lessee, its guests, agents, representatives and invitees.
- (O) If Lessee cancels this lease as specified in proceeding paragraph, Lessor will give Lessee rental credit within sixty (60) days of vacation of property for all rental theretofore paid by Lessee.
- (P) Parking of vehicles on lower Wacker Drive, will not be allowed except as used for drop off and/or pick-up of merchandise only or as otherwise agreed to by the Lessor. It is the responsibility of the Lessee to provide appropriate parking for its guests, employees and/or clients.
- (Q) 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 such permit will be paid by Lessee, but the amount of such costs shall be deducted from rental due hereunder by Lessee.
- (R) The height of the Emba-Sea vessel shall not exceed 60 feet from water level.
- (S) Lessee shall make the Premises handicapped accessible, including the washroom facilities.
- (T) Lessee acknowledges that Lessor shall have the right to lease the Premises or a portion thereof to Aquario Charter Service ("Aquario") in 1990 provided that such lease contains a provision that Lessor can terminate such lease at any time after September 30, 1990 upon thirty (30) days prior notice to Aquario. Lessee shall have the right to take possession of the Premises at any time after September 30, 1990 provided that Lessee gives Lessor written notice of its intention to take possession in sufficient time for Lessor to give the required termination notice to

Aquario. Lessor agrees, under such circumstances, that it will deliver such termination notice to Aquario in a timely manner.

6. 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 within 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 record 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:

\_\_\_\_\_  
Assistant Corporation Counsel

By: \_\_\_\_\_  
Jemanda Illinois, Ltd.

By: \_\_\_\_\_  
Asset Manager, Real Estate

\_\_\_\_\_  
Witness

Approved: \_\_\_\_\_  
Commissioner of General Services      Witness

Approved: \_\_\_\_\_  
Commissioner of Planning

[Exhibit "A" attached to this Lease Agreement printed  
on page 15788 of this Journal.]

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EXECUTION OF LEASE AGREEMENT AT 11221 SOUTH  
MICHIGAN AVENUE FOR MAYOR'S OFFICE OF  
EMPLOYMENT AND TRAINING.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 1990.

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

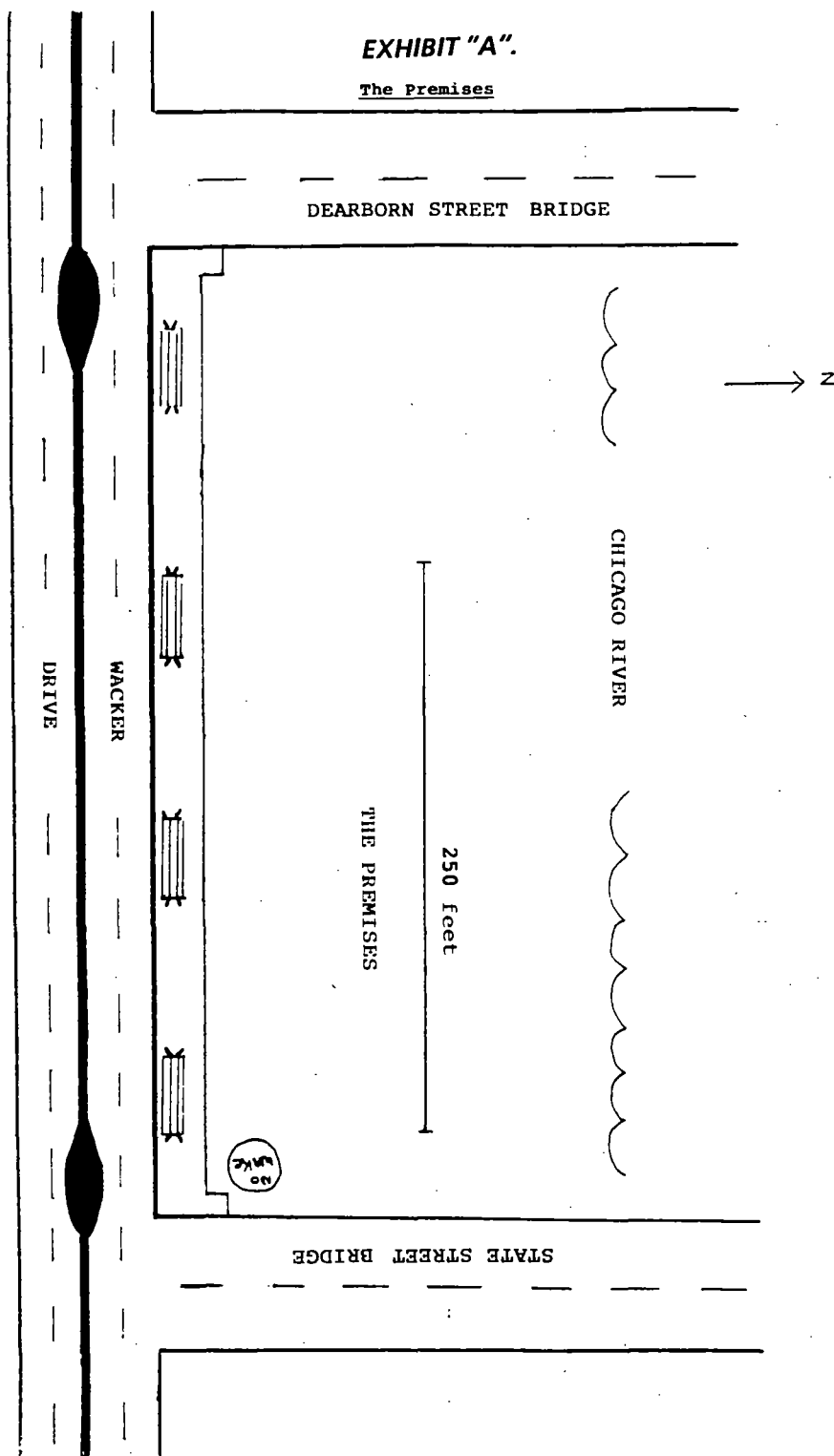
Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the acceptance of a lease at 11221 South Michigan Avenue for the Mayor's Office of Employment and Training (Lease Number 14086), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,  
*Chairman.*

(Continued on page 15789)



(Continued from page 15787)

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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from 11221 South Michigan Avenue General Partnership, as Lessor, for ground floor office space which consists of approximately 5,000 square feet and located at 11221 South Michigan Avenue for use by the Mayor's Office of Employment and Training, as Lessee, such lease to be approved by the Assistant to the Mayor, Mayor's Office of Employment and Training and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 15794 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, and the Director of the Mayor's Office of Employment and Training, 510 North Peshtigo Court, Floor 2-A, Chicago, Illinois 60611 or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

#### Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Thousand Five Hundred and no/100 Dollars (\$3,500.00) per month for the period beginning on the 1st day of November, 1989 and ending on the 31st day of October, 1990;

Three Thousand Six Hundred Five and no/100 Dollars (\$3,605.00) per month for the period beginning on the 1st day of November, 1990 and ending on the 31st day of October, 1991;

Three Thousand Six Hundred Seventy-five and no/100 Dollars (\$3,675.00) per month for the period beginning on the 1st day of November, 1991 and ending on the 31st day of October, 1993;

Three Thousand Eight Hundred Fifty-nine and no/100 Dollars (\$3,859.00) per month for the period beginning on the 1st day of November, 1993 and ending on the 31st day of October, 1994.

Rent is payable in advance on the first day of each month by the Office of the City Comptroller to 11221 South Michigan Avenue General Partnership, c/o Benjamin E. Sherman & Sons, 327 South LaSalle Street, Chicago, Illinois 60604.

#### Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays from 8:00 A.M. to 6:00 P.M.) for comfortable occupancy of the demised premises.

Repair roof and ceiling tile prior to execution of lease.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air conditioning for comfortable occupancy of the demised premises and maintain the same.

Provide and pay for painting or washing of interior walls as reasonably necessary and when determined at the discretion of the Lessee in order to maintain a neat appearance.

Provide and pay for janitorial service for the maintenance of the exterior of building, including maintenance of all exterior and interior 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 exterminator service once a month or as required.

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 real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$1,000,000 combined single limit; with the City to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

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, 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:

Provide and pay for nightly custodial services five days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Pay for electricity as metered for all normal office uses (including air conditioning) within demised premises.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on its hereunder.

Additional clauses to be included in lease:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises with thirty (30) days prior written notice.

The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or that underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.

In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Lessee shall use and occupy the premises for general office purposes and for no other use or purpose.

It is mutually agreed and understood by and between the parties herein that if Lessee vacates any portion of demised premises a replacement city agency if approved by Lessor which approval can not be unreasonably withheld can occupy vacated space for same terms and conditions as specified in this lease.

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EXECUTION OF LEASE AGREEMENT AT 1824 WEST 47TH  
STREET FOR DEPARTMENT OF HEALTH.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the acceptance of a lease at 1824 West 47th Street for the Department of Health (Lease Number 1000), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) 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 15795)

LEASE-Short Form Lease #14086

Form C. O. No. 18

City of Chicago

**This Agreement,** Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between 11221 South Michigan Avenue General Partnership

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee: \_\_\_\_\_ as Lessor

Witnesseth: That the Lessor do ES hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 5,000 square feet of ground floor office space located at 11221 South Michigan Avenue for use by the Mayor's Office of Employment and Training.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 19 89, and ending on the 31st day of October A. D. 1994. Lessee has the right to terminate this lease anytime after execution with sixty (60) days prior written notice.

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 Benjamin E. Sherman & Sons, 327 S. LaSalle St., Chicago, IL 60604 such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached

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

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. Lessee shall be responsible to make needed repairs within ten days after written notice thereof and to deduct the cost thereof from monthly payments.

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 Corporate Counsel  
ASSET Manager Real Estate  
11221 South Michigan Avenue General Partnership

By \_\_\_\_\_ Commissioner of General Services  
Assistant to the Mayor, Mayor's Office of Employment and Training

(Continued from page 15793)

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Dr. Ahuad Abdala and Dr. Nancy Abdala, as Lessors, for approximately 3,642 square feet of office space located at 1824 West 47th Street for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 15799 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:

One Thousand Five Hundred and no/100 Dollars (\$1,500.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

One Thousand Five Hundred Fifty and no/100 Dollars (\$1,550.00) per month for the 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 (1st) day of each calendar month by the Office of the City Comptroller to Dr. Ahuad Abdala and Dr. Nancy Abdala, 6911 Concord Lane, Niles, Illinois 60648.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following renovations prior to execution of lease:

Install separate electrical circuits for air conditioner on second floor in Rooms 1, 2 and 3.

Repair or replace floor tile throughout entire premises.

Repair leak in bathroom on 2nd floor.

Repair or replace ceiling fluorescent light fixtures as needed throughout entire premises.

Install storm door at front entrance.

Provide and pay for heat for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for hot water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning unit for comfortable occupancy of demised premises, maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City 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.

Make premises handicapped accessible including washroom facilities.

Provide and pay for scavenger service.

Provide and pay for exterminator service when necessary.

Lessee under this lease shall:

Provide and pay for prompt removal of snow and ice from sidewalks.

Pay for electricity as metered within demised premises, including electricity for lights, outlets and air conditioning.

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, cleaning of interior windows 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 so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Keep basement free of debris during term of lease.

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 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 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.

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RENEWAL OF LEASE AGREEMENT AT 121 EAST 111TH  
STREET FOR DEPARTMENT OF POLICE/BEAT  
REPRESENTATIVE PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, May 15, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the acceptance of a lease at 121 East 111th Street for the Department of Police (Lease Number 12002), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

(Continued on page 15800)

LEASE-Short Form Lease No. 10000

Form C. O. No. 18

City of Chicago

**This Agreement,** Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 90, between Dr. Ahuad Abdala and Dr. Nancy Abdala

\_\_\_\_\_ as Lessor  
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor'S do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,642 square feet of office space located at 1824 West 47th Street for use as the Back of Yards Mental Health Center for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 19 90, and ending on the 31st day of December A. D. 19 91. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

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 6911 Concord Lane, Niles, IL 60648 Or at such other place as the Lessor from time to time in writing may appoint. For Lessor the 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 Lessee

Lessor shall comply with the provisions of the Municipal Building Code.

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'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 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  
Real Estate ~~ASSET~~

By: \_\_\_\_\_  
Dr. Ahuad Abdala  
\_\_\_\_\_  
Dr. Nancy Abdala

Approved: \_\_\_\_\_  
Commissioner, Department of Health

By: \_\_\_\_\_  
Commissioner of General Services

(Continued from page 15798)

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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Jacob B. Thompson, as Lessor, for approximately 1,100 square feet of office space located at 121 East 111th Street for 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 15804  
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:

Four Hundred Twenty-six and no/100 Dollars (\$426.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990;

Four Hundred Forty-seven and 30/100 Dollars (\$447.30) per month for the period beginning on the 1st day of January, 1991 and ending on the 31st day of December, 1991;

Four Hundred Seventy and no/100 Dollars (\$470.00) per month for the period beginning on the 1st day of January, 1992 and ending on the 31st day of December, 1992;

Four Hundred Ninety-four and no/100 Dollars (\$494.00) per month for the period beginning on the 1st day of January, 1993 and ending on the 31st day of December, 1993;

Five Hundred Nineteen and no/100 Dollars (\$519.00) per month for the period beginning on the 1st day of January, 1994 and ending on the 31st day of December, 1994.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Jacob B. Thompson, 8500 South Prairie Avenue, Chicago, Illinois 60619.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Paint entire office by December, 1990.

Replace broken storm door.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide air conditioning unit sufficient for comfortable occupation of premises and maintain air conditioning unit in good operable condition.

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.

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.

Permit any other city department or agency during term of this lease to use or occupy said premises as administrative office, said usage to be consistent with terms and conditions in said lease, upon approval in writing by Lessor.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City of Chicago to be named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall

mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air conditioning.

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.

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.

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*Action Deferred* -- ACCEPTANCE OF BID FOR PURCHASE  
OF CITY-OWNED VACANT PROPERTY LOCATED AT  
659 NORTH CARPENTER STREET.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report which was, on motion of Alderman Gutierrez and Alderman Gabinski, *Deferred* and ordered published:

(Continued on page 15805)

LEASE--Short Form Lease No. 12002 Form C. O. No. 18 City of Chicago

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_

A. D. 19 \_\_\_\_\_, between Jacob B. Thompson \_\_\_\_\_, 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 1,100 square feet of office space located on the ground floor at 121 East 11th Street for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1990, and ending on the 31st day of December A. D. 1994. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to the lessor addressed as 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 Jacob B. Thompson, 8500 S. Prairie Ave., Chicago, IL 60619 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

For Rental Provision 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 \_\_\_\_\_

By: \_\_\_\_\_ Jacob B. Thompson

Approved: \_\_\_\_\_ Superintendent, Department of Police

By: \_\_\_\_\_ Commissioner of General Services

(Continued from page 15803)

CHICAGO, May 15, 1990.

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

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from the Department of General Services regarding the acceptance of a bid for the property located at 659 North Carpenter 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.*

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. The City of Chicago hereby accepts the bid of C. O. S. Building Management, P.O. Box 641381, Chicago, Illinois 60664-1381, to purchase for the sum of \$25,251.50, the city-owned vacant property approved to advertise pursuant to Council ordinance passed June 28, 1989, pages 2623 -- 2624 described as follows:

the north third of Lot 3 in resubdivision of Lot 7 in Block 38 in Ogden's Addition and Lots 13 and 14 in Block 12 in Ridgley Addition to Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 659 North Carpenter Street, Permanent Tax No. 17-08-219-026)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.



SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,525.15 submitted by said bidder to the Department of General Services, Assets 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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**COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS.**

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**AMENDMENT OF MUNICIPAL CODE CHAPTER 193,  
SECTIONS 193-1.5 AND 193-1.6 BY INCREASING  
PENALTIES FOR VANDALISM.**

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Police, Fire and Municipal Institutions held a meeting on Monday, May 14, 1990, having under consideration an ordinance to amend Sections 193-1.5 and 193-1.6 of the Municipal Code of Chicago concerning vandalism (which was referred on April 6, 1990), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Sections 193-1.5 and 193-1.6 of the Municipal Code of Chicago are hereby amended by deleting the language in brackets and adding the language in italics as follows:

193-1.5. A person commits vandalism when he engages in the willful or malicious destruction, injury, disfigurement, or defacement of any public or private property. This offense includes, but is not limited to, cutting, tearing, breaking, marking, drawing or painting when these actions are intended to or have the effect of causing damage to property.

Any person who violates the provisions of this section, upon conviction thereof, shall be punished by a fine of Five Hundred Dollars (\$500.00). Any such offense may also be punished as a misdemeanor by incarceration in a penal institution other than a penitentiary for a term of [ten (10)] *up to 30* days or by a requirement to perform [eighty (80)] *up to 120* hours of community service under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. Stat. Ch. 46, ¶1-2-1.1 (1985), as amended, and in the Illinois Code of Criminal Procedure, Ill. Rev. Stat. Ch. 38, ¶100-1 et seq. (1985), as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, Ill. Rev. Stat. Ch. 110, ¶101, et seq. (1985), as amended.

193-1.6. In lieu of *or in addition to* a fine [payment] or incarceration, any person found guilty of violating [this section] *Section 193-1.5*, or any parent or *legal* guardian of any unemancipated minor residing with such parent or legal guardian, found in such violation, may be required to submit full restitution to the victim or victims of such vandalism by monetary payment or property repairs.

SECTION 2. This ordinance shall become effective 10 days after its passage and publication.

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

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, May 16, 1990.

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

Your Committee on Police, Fire and Municipal Institutions held a meeting on Monday, May 14, 1990, having under consideration an ordinance pertaining to the Mutual Aid Box Alarm System (which was referred on March 21, 1990), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. On behalf of the City of Chicago, the Mayor is hereby authorized to enter into and execute an Intergovernmental Agreement pertaining to the Mutual Aid Box

Alarm System between the City of Chicago and other participating units of local government, the agreement to be in substantially the same form as the agreement attached hereto as Exhibit 1.

SECTION 2. This ordinance shall become effective upon passage.

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit 1.*

*Mutual Aid Box Alarm System Agreement.*

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto, hereafter "Unit(s)", that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

Whereas, The Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

Whereas, The Illinois Revised Statutes, 1985, Chapter 127, Section 741 et seq., entitled the "Intergovernmental Cooperation Act", provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

Whereas, The Illinois Revised Statutes, 1985, Chapter 127, Section 745, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

Whereas, The parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and

Whereas, The parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;

Now, Therefore, In consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System, hereinafter "M.A.B.A.S.", and the covenants contained herein;

The parties hereto agree as follows:

*Section One.*

*Purpose.*

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Unit's personnel and equipment to perform functions outside the territorial limits of the Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public.

It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of a Member Unit's personnel and equipment to perform functions within the territorial limits of another Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public.

Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

*Section Two.*

*Definitions.*

For the purpose of this Agreement, the following terms as used in this Agreement shall be defined as follows:

A. "Mutual Aid Box Alarm System", hereinafter referred to as M.A.B.A.S.: A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the M.A.B.A.S. Member Units and amended from time to time.

B. "Member Unit": A unit of local government including but not limited to a city, village or Fire Protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the M.A.B.A.S. Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of M.A.B.A.S.

C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency.

D. "Aiding Unit": A Member Unit furnishing equipment, personnel and/or services.

E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.

G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of M.A.B.A.S.

*Section Three.*

*Authority And Action To Effect Mutual Aid.*

A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from other Member Units in accordance with the policies and procedures established and maintained by the M.A.B.A.S. Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement, he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services are requested according to the system maintained by M.A.B.A.S.;
2. Determine if the requested equipment and personnel and/or services can be committed in response to the request from the Stricken Unit;

3. Dispatch immediately the requested equipment and personnel and/or services to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of M.A.B.A.S.; and
4. Notify the Stricken Unit if any or all of the requested equipment and personnel and/or services cannot be provided.

*Section Four.*

*Jurisdiction Over Personnel And Equipment.*

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit.

Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

*Section Five.*

*Compensation For Aid.*

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recovered from non-signatories shall be equitably distributed among responding parties, on a pro rata basis according to their portion of the total loss. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

*Section Six.*

*Insurance.*

Each party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000.00 auto and \$1,000,000.00 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or

extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the section may be satisfied by a party's self-insurance, membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The M.A.B.A.S. may require that copies or other evidence of compliance with the provisions of this section be provided to the M.A.B.A.S. Upon request, Member Units shall provide such evidence as herein provided to the M.A.B.A.S. members.

*Section Seven.*

*Indemnification.*

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of willful and wanton misconduct by a party hereto or its personnel. Each party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party, including any errors or omissions by the party rendering aid. This indemnity shall include attorneys fees and costs that may arise from providing aid pursuant to this Agreement; provided, however, that such claims made by a third party are not the result of willful and wanton misconduct on the part of the party rendering aid. All employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees.

*Section Eight.*

*Non-Liability For Failure To Render Aid.*

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned. No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid, nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.



*Section Nine.*

*Term.*

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this section. Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the date upon which aforesaid party wishes to terminate. The notice provided herein shall be given by personal delivery, registered mail or certified mail.

*Section Ten.*

*Effectiveness.*

This Agreement shall be in full force and effect upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

*Section Eleven.*

*Binding Effect.*

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by M.A.B.A.S. without prior written consent of the parties hereto.

*Section Twelve.*

*Validity.*

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed

severable and this Agreement may be enforced with that provision severed or modified by court order.

*Section Thirteen.*

*Notices.*

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the M.A.B.A.S. mailing lists or, to other such address as shall be agreed upon.

*Section Fourteen.*

*Governing Law.*

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

*Section Fifteen.*

*Execution In Counterparts.*

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

*Section Sixteen.*

*Executive Board Of M.A.B.A.S.*

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, bylaws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within M.A.B.A.S. who shall serve as the voting representative of said Division on M.A.B.A.S. matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective Division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the bylaws shall coordinate the activities of the M.A.B.A.S.

*Section Seventeen.*

*Duties Of The Executive Board.*

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the M.A.B.A.S., which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

*Section Eighteen.*

*Rules And Procedures.*

Rules, procedures and bylaws of the M.A.B.A.S. shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the M.A.B.A.S.

*Section Nineteen.*

*Amendments.*

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and bylaws of the M.A.B.A.S. as established by the Executive Board to this Agreement.

The undersigned unit of local government or public agency hereby has adopted and subscribes to, and approves this Mutual Aid Box Alarm System Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof. This signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

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Political Entity

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President or Mayor

---

Date

Attest:

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Title

---

Date

---

**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, May 16, 1990.

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

Your Committee on Special Events and Cultural Affairs, having had under consideration two (2) proposed orders (referred to your committee on April 25, 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 Stone, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

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

*George Manierre Elementary School/  
Chicago Public School.*

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the George Manierre Elementary School/Chicago Public School, 1420 North Hudson Avenue, to close to traffic North Cleveland Avenue, between West Blackhawk Street and West Evergreen Avenue on June 8, 1990, during the hours of 9:00 A.M. and 2:30 P.M. for the conduct of Taste of Manierre International Festival.

*Old Saint Patrick Church.*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to grant permission to Old Saint Patrick Church, 700 West Adams Street, to close to traffic South Desplaines Street, between West Monroe and West Adams Streets on Sunday, April 15, 1990, during the hours of 7:00 A.M. and 1:30 P.M. for the 4th Annual Easter Parade to be held within this block after the 9:45 A.M. mass and after the 11:00 A.M. mass.

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**COMMITTEE ON STREETS AND ALLEYS.**

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

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys, having had an ordinance (referred on April 25, 1990) that Chapter 193, Section 193-32 of the Municipal Code of Chicago is hereby amended to restrict hunting in the area of Wolf Lake and Lake Calumet, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 193, Section 193-32 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

193-32. Any person licensed to hunt under the provisions of [an act of the general assembly, entitled "Game Code of Illinois", approved July 8, 1937,] *The Illinois Wildlife Code, as amended*, may hunt or kill game birds in the open season as provided by the laws of the state, within the following prescribed districts and portions of the city: upon Wolf Lake and along the shores thereof; [upon Hyde Lake and the shores thereof;] upon Lake Calumet and along the shores thereof; *and* upon the Calumet River and along the banks thereof.

Provided, however, that no weapons shall be used for the purpose of hunting such birds, or killing or wounding, or attempting to kill or wound such birds, other than a shotgun, and that such shotgun shall not be discharged within seven hundred and fifty feet of (1) any building or structure used or intended for human habitation or employment, or to be used as a barn or [stable.] *stable*; or (2) *the center line of the right-of-way of Stony Island Avenue.*

Any person violating any of the provisions of this section shall be fined not less than [ten dollars] *\$100* and not more than [twenty-five dollars.] *\$250.*

SECTION 2. This ordinance shall be in full force and effect ten days after its passage and publication.

**Continued in Volume II  
(page 15821)**



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

**COPY**



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

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**Regular Meeting--Wednesday, May 16, 1990**

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

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

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**OFFICIAL RECORD.**

**VOLUME II**

**RICHARD M. DALEY**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Continued from Volume I**  
**(page 15820)**

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN  
PUBLIC WAYS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* twenty-eight proposed ordinances transmitted herewith (referred on January 19, February 7 and 28, 1990) for grants of privilege in public ways.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

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

*American National Bank And Trust Company Of Chicago,  
Under Trust Number 50282.*

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company of Chicago, under Trust Number 50282, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted areas for storage in conjunction with the building located at 30 North Michigan Avenue. Said vaulted areas are described as follows:

Under East Washington Street:

Vaulted area shall extend under and along the south portion of East Washington Street, commencing at the west property line of 30 North Michigan Avenue and continuing east a total distance of one hundred sixty-two point eight (162.8) feet, at a width of sixteen (16) feet and a depth of eleven point five (11.5) feet.

Under North Michigan Avenue:

Vaulted area shall extend under and along the west portion of North Michigan Avenue, commencing at the southwest corner of North Michigan Avenue and West Washington Street and continuing south a total distance of ninety-six point five (96.5) feet, at a width of twenty-eight (28) feet and a depth of eleven point five (11.5) feet.

Authority herein granted for a period of five (5) years from and after March 31, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Two Hundred Ninety-five and no/100 Dollars (\$8,295.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the

Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from

or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Americold.*

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

SECTION 1. Permission and authority are hereby given and granted to Americold, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track that originates from within the premises at 1526 South State Street, thence traveling over and across South Dearborn Street on a steel bridge or viaduct, two hundred twelve (212) feet north of the north line of West 16th Street, for a period of five years from and after March 31, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued

maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Board Of Trustees Of The University Of Illinois.*

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

SECTION 1. Permission and authority are hereby given and granted to the Board of Trustees of the University of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use the public right-of-way containing transmitting electrical power service lines described as follows: Six (6) electrical ducts that will transmit power from the main distribution center located at 760 West Taylor Street to a parking structure located at 759 West Taylor Street. Said duct-slab will be approximately two (2) feet in depth, three (3) feet in width, housing six four-inch steel electrical service conduits. Easterly side of the north/south public way shall be located approximately seventy-eight (78) feet west of the east property line. Said duct will be located approximately eighty-eight (88) feet west of the east property line. The duct shall span the ninety-eight (98) foot subsurface easement which would be located at a depth at its lowest point approximately six (6) feet below street grade. Said dimensions are measured and drawn from its easterly right-of-way toward a westerly direction. Said duct shall be connected at the south end to an electrical manhole and at the north end to a parking structure, both of which are located under and within the grantee's property. Authority herein granted for a period of five (5) years from and after December 9, 1987.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in



accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both

public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Broadacre Management Company.*

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

SECTION 1. Permission and authority are hereby given and granted to Broadacre Management Company, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted sidewalk space adjacent to its property at 401 South LaSalle Street, described as follows:

**West Van Buren Street:**

One hundred nine (109) feet in length, thirteen (13) feet in width, and at a depth of eleven (11) feet six (6) inches, excluding a total of three hundred twelve (312) square feet occupied by Commonwealth Edison equipment.

**South LaSalle Street:**

One hundred (100) feet in length, eight (8) feet six (6) inches in width and at a depth of eleven (11) feet six (6) inches.

Authority is herein granted for a period of five (5) years from and after March 31, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Six Hundred Ninety-two and no/100 Dollars (\$4,692.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and

charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Candle Corporation Of America.*

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

SECTION 1. Permission and authority are hereby given and granted to Candle Corporation of America, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a communications system comprised of two (2) three (3) inch outside diameter pneumatic transit tubes and one (1) three (3) inch telephone line supported by a "guy wire" extending across South LaSalle Street at a height not less than twenty (20) feet above street; said cable is to be attached to a pole at 6214 South LaSalle Street. Also, a bar-joist structure to support a three (3) inch pipe transporting liquid wax across South LaSalle Street forty (40) feet south of the south line of West 62nd Street. Said structure is to be approximately two (2) feet in width and sixty-six (66) feet in length. Authority herein granted for a period of five (5) years from and after February 28, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Sixteen and no/100 Dollars (\$516.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses

which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Chicago Rail Link.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Rail Link, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed three (3) railroad switch tracks at the following locations: A railroad switch track at street grade beginning at a point in the north line of East 105th Street, 135 feet west of the east line of vacated South Marquette Avenue and continuing in a southeasterly direction to the south line of East 105th Street at a point 20 feet west of the east line of vacated South Marquette Avenue. Also a railroad switch track at street grade beginning at a point 9.8 feet east of the west line of vacated South Manistee Avenue; thence continuing in a northeasterly direction 32.5 feet east of said west line extended to the right-of-way of the Penn Central Railroad. Also the encroachment of a sidetrack in East 105th Street beginning at a point in the south line of East 105th Street, 140 feet west of the east line of vacated South Marquette Avenue; thence west along the south line of West 105th Street, 5 feet; thence north at right angles to the westerly right-of-way of said railroad company; thence southeasterly along said westerly right-of-way line to the point of beginning, for a period of five (5) years from and after February 15, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and

repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Nine and no/100 Dollars (\$609.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing



insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Chicago Superior Associates.*

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Superior Associates, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) subsurface vaults to be used for additional underground parking adjacent to the premises at 737 North Michigan Avenue. The locations and descriptions of said vaults are as follows:

- Vault 1 -- Thirteen (13) feet in width and runs in a northerly direction along and under the sidewalk on the east side of North Michigan Avenue, from the north line of East Superior Street, a distance of approximately one hundred forty (140) feet and descends to a depth of fifty-nine (59) feet below grade.
- Vault 2 -- Nineteen (19) feet six (6) inches in width and runs in an easterly direction under sidewalk of East Superior Street, from the east line of North Michigan Avenue a distance of approximately two hundred forty-one (241) feet and descends to a depth of fifty-nine (59) feet below grade.
- Vault 3 -- Six (6) feet six (6) inches in width and runs in a northerly direction under the east side of the north/south alley east of North Michigan Avenue from the north line of the east/west alley north of East Superior Street, a distance of sixty-six (66) feet and is located twelve (12) feet below grade.

Authority herein given and granted for a period of five (5) years from and after January 21, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Fourteen Thousand One Hundred Sixteen and no/100 Dollars (\$14,116.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by

said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Citicorp Savings Of Illinois.*

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

SECTION 1. Permission and authority are hereby given and granted to Citicorp Savings of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twenty-inch conduit encased in concrete containing three and one-half (3-1/2) inch electric conduits and one (1) one-inch electric conduit diagonally under and across the east-west public alley north of West 62nd Place at a point one hundred twenty (120) feet west of the west line of South Kedzie Avenue. Authority herein granted for a period of five (5) years from and after March 26, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless

the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Citifront Hotel Associates Limited Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to Citifront Hotel Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a portion of the public way for three (3) loading dock truck berths adjacent to their premises located at 301 East North Water Street. Said loading dock truck berths shall occupy three portions of the public way within the lower North Columbus Drive right-of-way consisting of the following dimensions:

Truck Berth A shall extend fifty-three (53) feet in length from the east line of North Columbus Drive and shall be twenty-seven (27) feet in width.

Truck Berth B shall extend twenty-six (26) feet in length from the east line of North Columbus Drive and shall be twenty-nine (29) feet in width.

Truck Berth C shall extend eleven (11) feet in length from the east line of North Columbus Drive and shall be thirty-eight (38) feet in width.

Total square footage to be occupied shall be two thousand six hundred three (2,603) square feet.

Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Nine and no/100 Dollars (\$4,009.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the

Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.



*Diversey Paulina Building Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to the Diversey Paulina Building Corporation, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use three (3) inspection manholes in the public way. Said manholes are to be used for inspectional purposes in compliance with the Water Reclamation District (W.R.D.) requirements. Said manholes shall be approximately (4) feet in diameter. Said manholes shall be located as follows: Manhole number one shall be located in the city sidewalk approximately two hundred fifty (250) feet west of the west line of North Paulina Avenue along West Diversey Parkway. Manhole number two shall be located in the city sidewalk approximately one hundred eighty-five (185) feet west of the west line of North Paulina Avenue along West Diversey Parkway. Manhole number three shall be located in the city sidewalk approximately one hundred five (105) feet north of the north line of West Diversey Parkway along North Paulina Avenue. All three manholes shall be located adjacent to the building known as 1700 West Diversey Parkway. Authority herein granted shall be for a period of five (5) years from and after date of ordinance passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the

supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Fifty-Four West Hubbard Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to Fifty- four West Hubbard Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed sidewalk vaults located in the public way on North Dearborn Street and West Hubbard Street adjacent to the building at 54 West Hubbard Street.

North Dearborn Street:

Vault shall run for a distance of approximately one hundred twelve (112) feet starting from a point at the northwest corner of North Dearborn Street and West Hubbard Street, at a width of approximately eleven (11) feet.

West Hubbard Street:

Vault shall run west for a distance of approximately two hundred four (204) feet starting from a point at the northwest corner of North Dearborn Street and West Hubbard Street, at a width of approximately twelve (12) feet.

Authority herein granted for a period of five (5) years from and after March 19, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee

shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Three Hundred Eighty-five and no/100 Dollars (\$2,385.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the

City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Flex-O-Glass, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to Flex-O-Glass, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track over and across West Augusta Boulevard from a point on the north line thereof ten (10) feet east of North Kilpatrick Avenue to a point on the south line thereof fifteen (15) feet east of the east line of North Kilpatrick Avenue, for a period of five (5) years from and after January 21, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the

responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Garland Realty Associates, Limited.*

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

SECTION 1. Permission and authority are hereby given and granted to Garland Realty Associates, Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use a decorative granite pylon on the East Washington Street sidewalk adjacent to 111 North Wabash Avenue. Said triangular pylon shall be approximately ten (10) feet in height and one (1) foot on each side, for a period of five (5) years from and after December 3, 1989.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said



removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*Grand-California Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to Grand-California Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade along and across West Grand Avenue on a line parallel to, and one hundred (100) feet westerly of the west line of North Washtenaw Avenue, for a period of five (5) years from and after April 7, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and

restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*Midwest Zinc Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to Midwest Zinc Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a railroad switch track at street grade connecting with the westerly track of the Soo Line Railroad in North Kingsbury Street at a point twenty-eight (28) feet northwesterly of the northwesterly direction on a compound curve to a point on the westerly line of North Kingsbury Street one hundred thirty-five (135) feet northwesterly of the northwesterly line of West Blackhawk Street, for a period of five (5) years from and after February 1, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk,

provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*National By-Products, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to National By-Products, Incorporated, upon the terms and subject to the conditions of this ordinance, to occupy the west six (6) feet of that part of North North Branch Street, lying between the south line of West Blackhawk Street and a line two hundred ninety (290) feet, more or less, south thereof, adjacent to premises at 1388 North North Branch Street. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Sixty- three and no/100 Dollars (\$663.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in

accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Peerless Weighing And Vending Machine Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to Peerless Weighing and Vending Machine Corporation, upon the terms and subject to the conditions of this ordinance to install and maintain two (2) signs on the public way adjacent to its premises located at 219 South Wabash Avenue. Said privileges shall be used for additional advertising and promotional purposes. Said signs shall occupy a space four (4) feet in length and three (3) feet in width each adjacent to the curb along South Wabash Avenue. Authority herein granted for a period of five (5) years from and after date of passage.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Three Hundred Twenty-seven and no/100 Dollars (\$327.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the



Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privileges. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privileges being granted by this ordinance are covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from

or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Romanek Properties, Limited.*

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

SECTION 1. Permission and authority are hereby given and granted to Romanek Properties, Limited, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use eleven (11) caisson bells that extend into the public way for a total of one hundred twenty-seven (127) square feet. Said caisson encroachments shall be located in the following areas: eight (8) along North St. Clair Street and three (3) along East Ontario Street.

Said grantee shall also be permitted to construct, maintain and use one (1) bay window that encroaches upon public air rights for a total of one thousand five hundred twelve (1,512) square feet from floors four (4) through thirty (30). Said bay window shall extend two and one-half (2.5) feet beyond the property line along North St. Clair Street. Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of One Thousand Three Hundred Six and no/100 Dollars

(\$1,306.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges, herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*R. R. Donnelley And Sons Company.*

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

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to R. R. Donnelley and Sons Company to maintain and use as now existing a one-story covered pedestrian bridge. Said bridge shall be approximately twelve (12) feet in width and approximately ten (10) feet in height and shall connect the Calumet Plant with the West plant building. The length that spans above and across South Calumet Avenue shall be approximately sixty-six (66) feet and located at a point approximately one hundred fifty-seven (157) feet south of the south line of East 21st Street with the lowest portion of said bridge to be not less than eighteen (18) feet above the street grade. Height and clearance destination is to be kept illuminated at all times. The above described uses of the public right-of-way shall exist by authority herein granted for a period of five years from and after November 2, 1988.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the

responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*The Steel City National Bank of Chicago, Under  
Trust Number 994.*

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

SECTION 1. Permission and authority are hereby given and granted to The Steel City National Bank of Chicago, under Trust Number 994, upon the terms and subject to the conditions of this ordinance, to maintain and use a vaulted area adjacent to the premises at 19 South Wabash Avenue. Said vaulted area shall be fifty (50) feet in length and sixteen (16) feet in width for a total of eight hundred (800) square feet in South Wabash Avenue and used for housing electrical and mechanical equipment. Authority hereby given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Five Hundred Thirty-six and no/100 Dollars (\$1,536.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and

grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.



*Tishman Speyer Gateway Garage Venture.*

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

SECTION 1. Permission and authority are hereby given and granted to Tishman Speyer Gateway Garage Venture, upon the terms and subject to the conditions of this ordinance, to construct, install, and maintain thirty-eight (38) caisson bells within the public way adjacent to its premises known as 500 West Monroe Street. Said caisson bells shall extend into the public way in varying dimensions under West Monroe Street, West Canal Street, North Clinton Street and West Arcade Place for a total of four hundred sixty-eight (468) square feet. Said caisson bells will provide foundation support for the building. Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Six Hundred Nine and no/100 Dollars (\$609.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privileges. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privileges being granted by this ordinance are covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Viskase Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to Viskase Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a tunnel adjacent to the premises at 6855 West 65th Street. Said tunnel shall run under and across West 65th Street at a point three hundred sixty-five (365) feet west of the west line of South Oak Park Avenue. Said tunnel shall not exceed ten (10) feet in width, nor seven (7) feet four (4) inches in height. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred and no/100 Dollars (\$400.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the

structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said

insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Wabash/Hubbard Limited Partnership.  
(30 East Hubbard Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Wabash/Hubbard Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct and maintain sheeting for a ground retention system in the public way adjacent to its premises known as 30 East Hubbard Street. Said privilege shall extend into the public way one (1) foot and shall run for thirty (30) feet along the north line of East Hubbard Street east of North State Street. Authority herein granted shall be for a period of five (5) years from and after date of passage.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued

maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services

and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Wabash/Hubbard Limited Partnership.  
(441 North State Street)*

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

SECTION 1. Permission and authority are hereby given and granted to Wabash/Hubbard Limited Partnership, an Illinois limited partnership, to construct, install and maintain one (1) utility grease separator and two (2) manholes adjacent to its premises known as 441 North State Street, and one (1) manhole adjacent to the premises known as 30 East Hubbard Street. Said privileges shall occupy the following dimensions: grease separator shall be ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. All three (3) manholes shall measure three (3) feet in length and three (3) feet in width for a total of twenty-seven (27) square feet. Authority herein granted shall be for a period of five (5) years from and after date of passage.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privileges. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privileges being granted by this ordinance are covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage



shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*Wabash/Hubbard Limited Partnership.*  
*(440 North Wabash Avenue)*

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

SECTION 1. Permission and authority are hereby given and granted to the Wabash/Hubbard Limited Partnership, upon the terms and subject to the conditions of this ordinance, to install, maintain and use a manhole and grease separator in the public way adjacent to the premises known as 440 North Wabash Avenue. Said grease separator shall occupy a space ten (10) feet in length and five (5) feet in width at a point thirty (30) feet south of the south line of the service alley. Said manhole shall be three (3) feet by three (3) feet for a combined total of fifty-nine (59) square feet. Said privileges shall be installed in

lower Wabash Avenue. Authority herein granted shall be for a period of five (5) years from and after date of passage.

The location of said privileges shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privileges herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privileges herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of

the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for these privileges, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privileges. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privileges being granted by this ordinance are covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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*161 North Clark Street Limited Partnership.*

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

SECTION 1. Permission and authority are hereby given and granted to 161 North Clark Street Limited Partnership, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use nine (9) caisson bells within the public way adjacent to the premises known as 161 North Clark Street. A total of five (5) caisson bells of varying sizes shall be placed under West Randolph Street and four (4) caisson bells of varying sizes shall be placed under North Clark Street. Said caisson bells shall occupy a total of one hundred seventy-six (176) square feet in the public way. Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Ninety- nine and no/100 Dollars (\$599.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles

and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

*200 -- 214 North Michigan Avenue, Incorporated.*

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

SECTION 1. Permission and authority are hereby given and granted to 200 -- 214 North Michigan Avenue, Incorporated, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted area for entrance to basement, storage, columns, conduits and pipes adjacent to the premises at 200 North Michigan Avenue. Said area to be one hundred ten (110) feet in length and twenty-two (22) feet in width. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand One Hundred Ninety-five and no/100 Dollars (\$6,195.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including

judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

**SECTION 6.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 7.** The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

**SECTION 8.** This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein

requested, and payment of the first year's compensation be paid to the Department of General Services.

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*333 Building Corporation.*

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

SECTION 1. Permission and authority are hereby given and granted to 333 Building Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now installed a twelve-inch water pipe, together with a ten-inch discharge pipe, emerging from the north end of the building at 333 North Michigan Avenue, at a point approximately ten (10) feet west of the west line of North Beaubien Court, thence running in a northerly direction under and across the lower level of East Wacker Drive at a point thirty-six (36) feet east of the North Michigan Avenue bridge a distance of one hundred fifty (150) feet to the Chicago River. Pipes are used for obtaining water from and returning to the Chicago River to service condenser of air conditioning plant used within said building. Authority herein granted for a period of five (5) years from and after March 25, 1990.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seven Hundred Sixty- eight and no/100 Dollars (\$768.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the Commissioner of General Services at their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or



otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of

said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT  
OF PRIVILEGE TO AMERICAN NATIONAL BANK,  
UNDER TRUST NUMBER 66353.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 25, 1990) to American National Bank, Trustee under Trust Number 66353, which would amend an ordinance passed by the City Council on October 25, 1989, Council Journal page 6056, granting permission to construct, maintain and use one grease basin below grade on the West Huron Street side of its property located at 410 West Huron Street for a period of five years from and after October 25, 1989, be and the same is hereby amended by striking out of Section 1, paragraph 1, as printed the following:

"American National Bank, Trustee, under Trust Number 66353"

and inserting in lieu thereof:

"Jessica's Partnership, an Illinois limited partnership, doing business as Scoozi".

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on October 25, 1989, Council Journal page 6056, granting permission to American National Bank, as Trustee, under Trust Number 66353, upon the terms and subject to the conditions of this ordinance to construct, maintain and use one (1) grease basin below grade on the West Huron Street side of its property located at 410 West Huron Street for a period of five (5) years from and after October 25, 1989, be and the same is hereby amended by striking out of Section 1, paragraph 1, as printed the following:

"American National Bank, as Trustee under Trust Number 66353"

and inserting in lieu thereof:

"Jessica's Partnership, an Illinois limited partnership, doing business as Scoози".

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF  
PRIVILEGE TO AMERICAN TELEPHONE AND TELEGRAPH/  
STEIN PHASE II PARTNERSHIP.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on April 25, 1990) to A.T. & T./Stein Phase II Partnership, passed by the City Council on February 7, 1990, Council Journal page 11237, be and the same is hereby amended by striking out as printed, the following in Section 1:

"adjacent to the premises at the northwest corner of South Franklin Street and West Adams Street"

and inserting in lieu thereof:

"adjacent to the premises at the northeast corner of South Franklin Street and West Adams Street".

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on February 7, 1990, Council Journal page 11237, granting permission to A.T. & T./Stein Phase II Partnership, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed, the following in Section 1:

"adjacent to the premises at the northwest corner of South Franklin Street and West Adams Street"

and inserting in lieu thereof:

"adjacent to the premises at the northeast corner of South Franklin Street and West Adams Street".

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

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT  
OF PRIVILEGE TO BRICK & MORTAR.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith (referred on April 6, 1990) which would amend an ordinance passed by the City Council on December 20, 1989, Council Journal page 10145, authorizing a grant of privilege to Brick & Mortar, located at 646 North Michigan Avenue, be and the same is hereby amended by striking out as printed, the following:

"Section 1.

|                          |  |
|--------------------------|--|
| North Michigan Avenue -- | Vault shall be 109 feet in length by 12 feet in width. |
| West Erie Street --      | Vault shall be 73 feet in length and 20 feet in width. |

Section 2. The Grantee agrees to pay to the City of Chicago as compensation \$9,176.00 per annum . . ."

and inserting in lieu thereof:

"Section 1.

|                          |   |
|--------------------------|---|
| North Michigan Avenue -- | Vault shall be 130.09 feet in length and 12.75 feet in width.   |
| West Erie Street --      | Vault shall be 75.30 feet in length by 20.25 feet in width, containing a hatch and freight elevator 6 feet by 3.5 feet. |

Section 2. The Grantee agrees to pay to the City of Chicago as compensation \$10,849.00 per annum . . ."

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on December 20, 1989, Council Journal page 10145, granting permission to Brick & Mortar, an Illinois general partnership, located at 646 North Michigan Avenue, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed the following:

"Section 1.

North Michigan Avenue --

Vault shall be 109 feet in length by 12 feet in width.

West Erie Street --

Vault shall be 73 feet in length and 20 feet in width.

Section 2. The Grantee agrees to pay to the City of Chicago as compensation \$9,176.00 per annum . . ."

and inserting in lieu thereof:

"Section 1.

North Michigan Avenue --

Vault shall be 130.09 feet in length and 12.75 feet in width.

West Erie Street --

Vault shall be 75.30 feet in length by 20.25 feet in width, containing a hatch and freight elevator 6 feet by 3.5 feet.

Section 2. The Grantee agrees to pay to the City of Chicago as compensation \$10,849.00 per annum . . .".

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

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AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT  
OF PRIVILEGE TO CARSON PIRIE SCOTT AND  
COMPANY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith (referred on March 21, 1990) which would amend an ordinance passed by the City Council on December 20, 1989, Council Journal page 10156, authorizing a grant of privilege to Carson Pirie Scott and Company, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed, the following in Section 2:

"The Grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of One Hundred Thousand Two Hundred Forty-nine and no/100 Dollars (\$100,249.00) per annum"

and inserting in lieu thereof:

"The Grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Eighty-four Thousand Six Hundred Three and no/100 Dollars (\$84,603.00) per annum".



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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on December 20, 1989, Council Journal page 10156, granting permission to Carson Pirie Scott and Company, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed, the following in Section 2:

"The Grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of One Hundred Thousand Two Hundred Forty-nine and no/100 Dollars (\$100,249.00) per annum"

and inserting in lieu thereof:

"The Grantee agrees to pay to the City of Chicago as compensation for the privileges herein granted the sum of Eighty-four Thousand Six Hundred Three and no/100 Dollars (\$84,603.00) per annum".

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF  
PRIVILEGE TO CITYFRONT HOTEL ASSOCIATES  
LIMITED PARTNERSHIP.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 21, 1990) which would amend an ordinance passed by the City Council on February 7, 1990, Council Journal page 11255, authorizing a grant of privilege to Cityfront Hotel Associates Limited Partnership, be and the same is hereby amended by striking out as printed, the following:

"Authority herein given and granted shall be from and after date of passage."

and inserting in lieu thereof:

"Authority herein given and granted for a period of five (5) years from and after date of passage."

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on February 7, 1990, Council Journal page 11255, granting permission to Cityfront Hotel Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by striking out as printed, the following:

"Authority herein given and granted shall be from and after date of passage."

and inserting in lieu thereof:

"Authority herein given and granted for a period of five (5) years from and after date of passage."

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

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APPROVAL OF GRANTS OF PRIVILEGE FOR SIDEWALK  
CAFES IN PUBLIC WAYS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* twenty-eight proposed ordinances transmitted herewith (referred on April 6 and 25, 1990) to maintain and use portions of the public ways for sidewalk cafes adjacent to specified premises.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

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

*BICE Of Chicago, Incorporated (Doing Business As  
BICE Ristorante).*

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

SECTION 1. Permission and authority are hereby given and granted to BICE of Chicago, Incorporated, doing business as BICE Ristorante, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 158 East Ontario Street. Said sidewalk cafe area shall be forty-one (41) feet in length and eight (8) feet in width for a total of three hundred twenty-eight (328) square feet and shall begin eleven (11) feet from the face of the curb line along East Ontario Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: \$591.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

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*Big Dog, Incorporated (Doing Business As  
Cactus Lounge).*

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

SECTION 1. Permission and authority are hereby given and granted to Big Dog, Incorporated, doing business as Cactus Lounge, 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 404 South Wells Street. Said sidewalk cafe area shall be twenty-three (23) feet in length and twelve (12) feet in width for a total of two hundred seventy-six (276) square feet and shall begin seven (7) feet from the face of the curb line along South Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 9:30 A.M. to 12:00 Midnight

Compensation: \$387.00

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.

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*CPKI Limited (Doing Business As  
California Pizza Kitchen).*

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



SECTION 1. Permission and authority are hereby given and granted to CPKI Limited, doing business as California Pizza Kitchen, 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 414 North Orleans Street. Said sidewalk cafe area shall be thirty (30) feet in length and nine (9) feet in width for a total of two hundred seventy (270) square feet and shall begin five (5) feet from the face of the curb line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 11:00 P.M.  
Sunday, 12:00 Noon to 9:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

*Deli On Dearborn (Doing Business As Deli On  
Dearborn Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Deli on Dearborn, doing business as Deli on Dearborn Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 723 South Dearborn Street. Said sidewalk cafe area shall be twenty (20) feet in length and eight (8) feet in width for a total of one hundred sixty (160) square feet and shall begin eight (8) feet from the face of the building along South Dearborn Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 7:00 P.M.

Saturday, 8:00 A.M. to 4:00 P.M.

Sunday, 8:00 A.M. to 1:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will

have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Eastgate Associates (Doing Business As  
Rue St. Clair Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Eastgate Associates, doing business as Rue St. Clair Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 640 North St. Clair Street. Said sidewalk cafe area shall be seventy-five (75) feet in length and ten (10) feet in width for a total of seven hundred fifty (750) square feet and shall begin six (6) feet from the face of the curb line along North St. Clair Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$1,350.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

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*El Torito Restaurants, Incorporated (Doing  
Business As Guadala Harry's).*

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

SECTION 1. Permission and authority are hereby given and granted to El Torito Restaurants, Incorporated, doing business as Guadala Harry's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1043 North Rush Street. Said sidewalk cafe area shall be forty (40) feet in length and ten (10) feet nine (9) inches in width, for a total of four hundred thirty (430) square feet and shall begin eight (8) feet from the face of the curb line along North Rush Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:30 A.M. to 11:00 P.M.  
Sunday, 11:30 A.M. to 9:30 P.M.

Compensation: \$774.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

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*Falcoma Corporation (Doing Business As Mama Falco  
Pizza And Italian Cuisine).*

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

SECTION 1. Permission and authority are hereby given and granted to Falcoma Corporation, doing business as Mama Falco Pizza and Italian Cuisine, 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 5 North Wells Street. Said sidewalk cafe area shall be twenty (20) feet in length and fourteen (14) feet in width, for a total of two hundred eighty (280) square feet and shall begin ten (10) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 10:00 A.M. to 3:00 P.M.

Compensation: \$1,087.00

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.

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*Gastronomical Pleasures, Incorporated (Doing  
Business As Picolo Mondo Cafe).*

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

**SECTION 1.** Permission and authority are hereby given and granted to Gastronomical Pleasures, Incorporated, doing business as Picolo Mondo Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2460 North Clark Street. Said sidewalk cafe area shall be twenty-two (22) feet in length and eleven (11) feet in width for a total of two hundred forty-two (242) square feet and shall begin six (6) feet from the face of the building along West Arlington Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 11:00 P.M.  
Friday and Saturday, 10:00 A.M. to 12:00 Midnight

Compensation: \$339.00

The serving and consumption of alcohol on the public way in conjunction with the operation of this sidewalk cafe is strictly prohibited.

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.

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*Germania Inn, Incorporated (Doing Business  
As Germania On Clark).*

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

SECTION 1. Permission and authority are hereby given and granted to Germania Inn, Incorporated, doing business as Germania on Clark, 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 1540 North Clark Street. Said sidewalk cafe area shall be thirteen (13) feet seven (7) inches in length and six (6) feet in width for a total of eighty-two (82) square feet and shall begin ten (10) feet from the face of the curb line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$300.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation,

alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

**SECTION 6.** This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

*Mr. Felix Gomez (Doing Business As Mi Casa,  
Su Casa Restaurant, Incorporated).*

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Felix Gomez, doing business as Mi Casa, Su Casa Restaurant, Incorporated, 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 2524 North Southport Avenue. Said sidewalk cafe area shall be eighty-eight (88) feet in length and ten (10) feet in width at its southern most portion and seven (7) feet in width at its northern most portion, for a total of seven hundred sixty-six (766) square feet and shall begin seven (7) feet from the face of the building along North Lill Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$521.00

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.

*Grand And Wells Tap, Incorporated (Doing Business  
As Grand And Wells Tap).*

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

SECTION 1. Permission and authority are hereby given and granted to Grand and Wells Tap, Incorporated, doing business as Grand and Wells Tap, 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 531 North Wells Street. Said sidewalk cafe area shall be forty-five (45) feet in length and nine (9) feet in width, for a total of four hundred five (405) square feet and shall begin six (6) feet eight (8) inches from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:30 A.M. to 11:00 P.M.

Compensation: \$729.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or

by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Grandma Gebhard's, Incorporated (Doing Business  
As Grandma Gebhard's).*

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

SECTION 1. Permission and authority are hereby given and granted to Grandma Gebhard's, Incorporated, doing business as Grandma Gebhard's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 29 West Lake Street. Said sidewalk cafe area shall be fifteen (15) feet in length and six (6) feet in width, for a total of ninety (90) square feet and shall begin nine (9) feet ten (10) inches from the face of the curb line along West Lake Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 6:00 P.M.

Compensation: \$350.00

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.

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*Jake's Pup In The Ruf, Incorporated (Doing Business As  
Jake's Pup In The Ruf).*

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

SECTION 1. Permission and authority are hereby given and granted to Jake's Pup in the Ruf, Incorporated, doing business as Jake's Pup in the Ruf, 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 4401 North Sheridan Road. Said sidewalk cafe area shall be thirty (30) feet in length and ten (10) feet in width for a total of three hundred (300) square feet and shall begin nine (9) feet, eight (8) inches from the face of the curb line along North Sheridan Road. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 7:00 A.M. to 9:00 P.M.

Compensation: \$300.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination

of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

**SECTION 5.** The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions

of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Java Jive, Limited (Doing Business As  
Java Jive).*

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

SECTION 1. Permission and authority are hereby given and granted to Java Jive, Limited, doing business as Java Jive, 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 909 West School Street. Said sidewalk cafe area shall be eleven (11) feet in length and seventeen (17) feet in width for a total of one hundred eighty-seven (187) square feet and shall begin six (6) feet from the face of the curb line along West School Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 8:00 A.M. to 11:00 P.M.  
Friday and Saturday, 8:00 A.M. to 12:00 P.M.

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.

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*Mr. Edward Joseph Krajewski (Doing Business As  
Not Just Pasta, Incorporated.)*

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

SECTION 1. Permission and authority are hereby given and granted to Edward Joseph Krajewski, doing business as Not Just Pasta, Incorporated, 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 2965 North Lincoln Avenue. Said sidewalk cafe area shall be twenty-five (25) feet in length and six (6) feet in width for a total of one hundred fifty (150) square feet and shall begin seven (7) feet from the face of the curb line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday, 5:00 P.M. to 11:00 P.M.

Tuesday through Friday, 11:00 A.M. to 11:00 P.M.

Saturday and Sunday, 11:30 A.M. to 9:00 P.M.

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.

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*M.D.J. Corporation (Doing Business As Zanzibar).*

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

SECTION 1. Permission and authority are hereby given and granted to M.D.J. Corporation, doing business as Zanzibar, 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 731 North Dearborn Street. Said sidewalk cafe area shall be thirty-five (35) feet in length and eight (8) feet in width, for a total of two hundred eighty (280) square feet and shall begin twelve (12) feet from the face of the curb line along West Superior Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 11:00 P.M.

Compensation: \$504.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

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*Michael's Of Lincoln Park, Incorporated (Doing  
Business As Michael's Chicago Style  
Red Hots).*

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

SECTION 1. Permission and authority are hereby given and granted to Michael's of Lincoln Park, Incorporated, doing business as Michael's Chicago Style Red Hots, 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 1946 North Clark Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and ten (10) feet in width for a total of two hundred fifty (250) square feet. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 10:30 A.M. to 10:00 P.M.

Compensation: \$350.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to

recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Moby Nick, Incorporated (Doing Business  
As Kronies).*

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



SECTION 1. Permission and authority are hereby given and granted to Moby Nick, Incorporated, doing business as Kronies, 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 18 East Bellevue Place. Said sidewalk cafe areas shall be twelve (12) and twenty (20) feet in length and both areas ten (10) feet in width, for a total of three hundred twenty (320) square feet and shall leave six (6) feet of clear space from the building line to the beginning of the cafe area along East Bellevue Place. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 1:00 P.M. to 11:00 P.M.  
Saturday and Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$576.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

*Mr. Fong And Son, Incorporated (Doing Business As  
Mr. Fong And Son Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Mr. Fong and Son, Incorporated, doing business as Mr. Fong and Son Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 216 North Wabash Avenue. Said sidewalk cafe area shall be forty-nine (49) feet in length and sixteen (16) feet six (6) inches in width, for a total of eight hundred nine (809) square feet and shall begin nine (9) feet from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: \$3,139.00

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.

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*Muses Food And Liquor, Incorporated (Doing Business As  
Nine Muses Bar And Grill).*

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

SECTION 1. Permission and authority are hereby given and granted to Muses Food and Liquor, Incorporated, doing business as Nine (9) Muses Bar and Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 315 South Halsted Street. Said sidewalk cafe area shall be twenty-five (25) feet in length and fourteen (14) feet in width, for a total of three hundred fifty (350) square feet and shall begin six (6) feet from the face of the curb line along West Gladys Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: \$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.

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*Ronny's IV, Incorporated (Doing Business As  
Carlos And Ronny's Red Hots).*

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

SECTION 1. Permission and authority are hereby given and granted to Ronny's IV, Incorporated, doing business as Carlos and Ronny's Red Hots, 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 220 South State Street. Said sidewalk cafe area shall be fifty (50) feet in length and thirteen (13) feet in width for a total of six hundred fifty (650) square feet and shall be located in the public area known as Quincy Court. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$910.00

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.

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*Roscoe's Tavern Limited (Doing Business  
As Cafe Fiasco).*

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

SECTION 1. Permission and authority are hereby given and granted to Roscoe's Tavern Limited, doing business as Cafe Fiasco, 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 3354 North Halsted Street. Said sidewalk cafe area shall be fifty-one (51) feet in length and eight (8) feet in width for a total of four hundred eight (408) square feet and shall begin two (2) feet four (4) inches from the face of the curb line and shall leave nine (9) feet eight (8) inches of clear area from the building line to the edge of the cafe area along West Roscoe Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Thursday through Saturday, 10:00 A.M. to 12:00 Midnight  
Sunday through Wednesday, 10:00 A.M. to 11:00 P.M.

Compensation: \$408.00

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and

repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until

the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Sacro Corporation Of Illinois (Doing Business As  
Johnny Rockets).*

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

SECTION 1. Permission and authority are hereby given and granted to Sacro Corporation of Illinois, doing business as Johnny Rockets, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 901 North Rush Street. Said sidewalk cafe area Number 1 shall be forty (40) feet in length and eight (8) feet in width and shall begin seven (7) feet from the face of the curb line along North Rush Street. Sidewalk cafe area Number 2 shall be fifty-two (52) feet in length and eight (8) feet in width and shall begin fourteen (14) feet from the face of the curb line along East Delaware Place. Total area being used shall be seven hundred thirty-six (736) square feet. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 7:00 A.M. to 3:00 P.M./6:00 P.M. to 10:00 P.M.

Saturday, 11:00 A.M. to 11:00 P.M.

Sunday, 11:00 A.M. to 10:00 P.M.

Compensation: \$1,325.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal

and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Sal's Tacos (Doing Business As Mucho Gusto).*

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

SECTION 1. Permission and authority are hereby given and granted to Sal's Tacos doing business as Mucho Gusto, 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 700 North Dearborn Street. Said sidewalk cafe area shall be twenty-nine (29) feet six (6) inches in length and ten (10) feet ten (10) inches in width for a total of three hundred eighteen (318) square feet and shall begin six (6) feet

from the face of the curb line along North Huron Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 12:00 Noon to 11:00 P.M.

Compensation: \$573.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to

recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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*Salvador's Mexican Restaurant On Erie,  
Incorporated (Doing Business  
As Salvador's).*

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

SECTION 1. Permission and authority are hereby given and granted to Salvador's Mexican Restaurant on Erie, Incorporated, doing business as Salvador's, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 661 North Clark Street. Said sidewalk cafe area shall be thirty-four (34) feet in length and ten (10) feet in width for a total of three hundred forty (340) square feet and shall begin six (6) feet from the face of the curb line along West Erie Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 11:00 A.M. to 11:00 P.M.  
Sunday, 12:00 Noon to 10:00 P.M.

Compensation: \$612.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted 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.

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*Shalom Deli, Incorporated (Doing Business  
As Shalom Deli).*

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

SECTION 1. Permission and authority are hereby given and granted to Shalom Deli, Incorporated, doing business as Shalom Deli, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 7 North Wells Street. Said sidewalk cafe area shall be sixteen (16) feet in length and twelve (12) feet in width for a total of one hundred ninety-two (192) square feet and shall begin eight (8) feet from the face of the curb line along North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 10:00 A.M. to 3:00 P.M.

Compensation: \$745.00

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.

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*Sing Lae II, Incorporated (Doing Business As Sing  
Lae Cantonese Restaurant).*

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

SECTION 1. Permission and authority are hereby given and granted to Sing Lae II, Incorporated, doing business as Sing Lae Cantonese Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 185 North Wabash Avenue. Said sidewalk cafe area shall be forty (40) feet six (6) inches in length and seventeen (17) feet four (4) inches in width, for a total of six hundred ninety-nine (699) square feet and shall begin eight (8) feet from the face of the curb

line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 9:00 A.M. to 8:00 P.M.

Compensation: \$2,713.00

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.

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*The 2nd Coast, Incorporated (Doing Business As  
The 3rd Coast On Delaware).*

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

SECTION 1. Permission and authority are hereby given and granted to The 2nd Coast, Incorporated, doing business as The 3rd Coast on Delaware, 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 888 North Wabash Avenue. Said sidewalk cafe area Number 1 along East Delaware Place shall be fifty-four (54) feet in length and eleven (11) feet six (6) inches in width for a total of six hundred twenty-one (621) square feet and shall begin ten (10) feet from the face of the curb line along East Delaware Place. Said sidewalk cafe area Number 2 along North Wabash Avenue shall be twenty-nine (29) feet in length and five (5) feet in width for a total of one hundred forty-five (145) square feet and shall begin seven (7) feet three (3) inches from the face of the curb line along North Wabash Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$1,379.00

Amplification of music is prohibited on the above referenced portion of the public right-of-way during the operation of said sidewalk cafe.

Authority for the above named privilege is herein given and granted for a period beginning April 1, 1990 through, and including, November 1, 1990.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of General Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

**SECTION 2.** The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

**SECTION 3.** This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

**SECTION 4.** The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago, its officers, agents and employees harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance, or restoration and his decision as to the amount shall be final and binding. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of the permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said

insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Section, no later than 30 days prior to expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago, its agents, officers and employees, against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the Department of General Services, Bureau of Asset Management.

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APPROVAL GIVEN FOR GRANTS OF PRIVILEGE  
IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys, to which were referred (January 19, February 7 and 28, 1990) sixty proposed orders to issue permits for the construction, maintenance and use of sundry canopies at various locations, begs leave to recommend that Your Honorable Body *Pass* the proposed orders submitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

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

*All-Nation Pentecostal House Of Prayer: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to All-Nation Pentecostal House of Prayer ("Permittee") to maintain and use a canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 3644 West Chicago Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 31 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.



The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Berger Financial Services Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Berger Financial Services Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in East Oak Street attached to the building or structure located at 40 East Oak Street for a period of three (3) years from and after January 2, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Billy Hork Galleries: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Billy Hork Galleries ("Permittee") to maintain and use a canopy over the public right-of-way in North Clark Street attached to the building or structure located at 3033 North Clark Street for a period of three (3) years from and after March 30, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 47 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-two and no/100 Dollars (\$72.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. Leo Birov (Doing Business As Popeye's  
Fried Chicken): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Leo Birov, doing business as Popeye's Fried Chicken ("Permittee") to maintain and use a canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at 17 South Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Burton Place, Incorporated: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Burton Place, Incorporated ("Permittee") to maintain and use two canopies over the public right-of-way in North Wells Street attached to the building or structure located at 1447 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 30 feet and 1 at 25 feet respectively in length, nor 2 at 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Five and no/100 Dollars (\$105.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon

termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*The Chicago Methodist Episcopal Church Aid Society: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to the Chicago Methodist Episcopal Church Aid Society ("Permittee") to maintain and use a canopy over the public right-of-way in North Clark Street attached to the building or structure located at 33 North Clark Street for a period of three (3) years from and after March 10, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Chicago Sun-Times, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to the Chicago Sun-Times, Incorporated ("Permittee") to maintain and use a canopy over the public

right-of-way in North Wabash Avenue attached to the building or structure located at 401 North Wabash Avenue for a period of three (3) years from and after January 19, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 28 feet in length, nor 17 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*C. J. Industries, Incorporated: Canopies.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to C. J. Industries, Incorporated ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Wabash Avenue attached to the building or structure located at 185 North Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 11 feet, 1 at 18 feet, 1 at 15 feet and 1 at 14 feet respectively in length, nor 4 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars (\$200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal

injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*The Congress Hotel: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to The Congress Hotel ("Permittee") to maintain and use a canopy over the public right-of-way in South Michigan Avenue attached to the building or structure located at 520 South Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 24 feet in length, nor 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Cos Medic Drugs: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Cos Medic Drugs ("Permittee") to maintain and use a canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at 324 South Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Division Medical Center: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Division Medical Center ("Permittee") to maintain and use a canopy over the public right-of-way in West Division Street attached to the building or structure located at 3657 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 27 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-two and no/100 Dollars (\$52.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Frank J. Lynch Motors, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Frank J. Lynch Motors, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at 5330 West Irving Park Road for a period of three (3) years from and after December 21, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.



The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*H. Dolin Company (Doing Business As  
Carling Hotel): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to H. Dolin Company, doing business as Carling Hotel ("Permittee") to maintain and use a canopy over the public right-of-way in North LaSalle Street attached to the building or structure located at 1512 North LaSalle Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*H. Dolins Company (Doing Business As Marshall Hotel): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to H. Dolins Company, doing business as Marshall Hotel ("Permittee") to maintain and use a canopy over the public right-of-way in North LaSalle Street attached to the building or structure located at 1232 North LaSalle Street for a period of three (3) years from and after December 30, 1988 in

accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*El Charco Verde, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to El Charco Verde, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Taylor Street attached to the building or structure located at 2255 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 50 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*El Paraiso: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to El Paraiso ("Permittee") to maintain and use two (2) canopies over the public right-of-way in West Diversey Avenue attached to the building or structure located at 3658 West Diversey Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 8 feet and 1 at 13 feet respectively in length, nor 2 at 3 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Estelle's Cafe And Pub, Limited: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Estelle's Cafe and Pub, Limited ("Permittee") to maintain and use a canopy over the public right-of-way in West North Avenue attached to the building or structure located at 2013 West North Avenue for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 24 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Evergreen Plaza Associates: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Evergreen Plaza Associates ("Permittee") to maintain and use a canopy over the public right-of-way in West 95th Street attached to the building or structure located at 2301 West 95th Street for a period of three (3) years from and after December 30, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 26 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago

for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Fannie May Candy Shops, Incorporated: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Fannie May Candy Shops, Incorporated ("Permittee") to maintain and use two (2) canopies over the public right-of-way in West Belmont Avenue attached to the building or structure located at 5558 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 31 feet and 16 feet respectively in length, nor 5 feet and 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Six and no/100 Dollars (\$106.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Mr. William Guido: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to William Guido ("Permittee") to maintain and use a canopy over the public right-of-way in West Taylor Street attached to the building or structure located at 1120 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 28 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars (\$53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*House Of Hats: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to House of Hats ("Permittee") to maintain and use a canopy over the public right-of-way in West 79th Street attached to the building or structure located at 2336-1/2 West 79th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services

and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 63 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-eight and no/100 Dollars (\$88.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Irmco Properties And Management Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Irmco Properties and Management Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in West Belden Avenue attached to the building or structure located at 300 -- 314 West Belden Avenue for a period of three (3) years from and after March 9, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 31 feet in length, nor 18 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars (\$56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. Robert W. Kubow: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Robert W. Kubow ("Permittee") to maintain and use a canopy over the public right-of-way in West Madison Street attached to the building or structure located at 1154 West Madison Street for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 50 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.



*Lakeview East Bar And Grill: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Lakeview East Bar and Grill ("Permittee") to maintain and use a canopy over the public right-of-way in North Broadway attached to the building or structure located at 3110 North Broadway for a period of three (3) years from and after March 30, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Lillo, Incorporated (Doing Business As  
Topo Gigio Restaurant): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Lillo, Incorporated, doing business as Topo Gigio Restaurant ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1437 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the

Bureau of Fire Prevention. Said canopy shall not exceed 4 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Little Joe's Circle Lounge, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Little Joe's Circle Lounge, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Taylor Street attached to the building or structure located at 1041 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. William H. Malone: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to William H. Malone ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1337 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 9 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Dr. Carol J. McNeeley: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Carol J. McNeely, D.D.S. ("Permittee") to maintain and use a canopy over the public right-of-way in South King Drive attached to the building or structure located at 7933 South King Drive for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 50 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-five and no/100 Dollars (\$75.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. Jerry Miakush (Doing Business As  
Flowers By Irena): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Jerry Miakush, doing business as Flowers by Irena ("Permittee") to maintain and use a canopy over the public right-of-way in North Western Avenue attached to the building or structure located at 939 North Western Avenue for a period of three (3) years from and after October 30, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the

Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*M & L Meat Company (Jung Ja Im): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to M & L Meat Company (Jung Ja Im) ("Permittee") to maintain and use a canopy over the public right-of-way in West Madison Street attached to the building or structure located at 5008 -- 5010 West Madison Street for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 60 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-five and no/100 Dollars (\$85.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mongerson Wunderlich Galleries, Limited: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Mongerson Wunderlich Galleries, Limited ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 704 North Wells Street for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Morton Hotel Partners: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Morton Hotel Partners ("Permittee") to maintain and use ten (10) canopies over the public right-of-way in South Dearborn Street attached to the building or structure located at 502 South Dearborn Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 7 at 11 feet and 3 at 13 feet respectively in length, nor 10 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Five Hundred and no/100 Dollars (\$500.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Norwegian American Hospital: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Norwegian American Hospital ("Permittee") to maintain and use a canopy over the public right-of-way in West Cortez Street attached to the building or structure located at 2912 West Cortez Street for a period of three (3) years from and after February 27, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of

Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 24 feet in length, nor 17 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Oakwood Limited Partnership I: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Oakwood Limited Partnership I ("Permittee") to maintain and use a canopy over the public right-of-way in North Sheridan Road attached to the building or structure located at 4541 North Sheridan Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 19 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the



construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*"Original" Ferrara, Incorporated: Canopies.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to "Original" Ferrara, Incorporated ("Permittee") to maintain and use three (3) canopies over the public right-of-way in West Taylor Street attached to the building or structure located at 2210 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 3 at 18 feet respectively in length, nor 3 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Oy-Vays: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Oy-Vays ("Permittee") to maintain and use a canopy over the public right-of-way in North Broadway attached to the building or structure located at 2932 North Broadway for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Patio Restaurant: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Patio Restaurant ("Permittee") to maintain and use a canopy over the public right-of-way in West Taylor Street attached to the building or structure located at 1503 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 26 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-one and no/100 Dollars (\$51.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Peerless Weighing And Vending Machine Corporation: Canopies.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Peerless Weighing and Vending Machine Corporation ("Permittee") to maintain and use six (6) canopies over the public right-of-way in East Adams Street and South Wabash Avenue attached to the building or structure located at 53 East Adams Street and 201 -- 221 South Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 5 feet, 2 at 14 feet, 1 at 19 feet, 1 at 28 feet and 1 at 38 feet respectively in length, nor 5 at 2 feet and 1 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Sixteen and no/100 Dollars (\$316.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Photo Pro One Hour Lab, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Photo Pro One Hour Lab, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 204 North Michigan Avenue for a period of three (3) years from and after date of passage of this order in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Pier 1 Imports (U. S.), Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Pier 1 Imports (U. S.), Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Wabash Avenue attached to the building or structure located at 34 North Wabash Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Mr. Jose Prado: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Jose Prado ("Permittee") to maintain and use a canopy over the public right-of-way in West Taylor Street attached to the building or structure located at 1435 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services

and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 20 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*P. V. Wells Bar And Grill, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to P. V. Wells Bar and Grill, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1530 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 6 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the

construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*R.D.P.S. Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to R.D.P.S. Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in West Addison Street attached to the building or structure located at 6122 West Addison Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 23 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*The Sanctuary Of Faith Church: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to The Sanctuary of Faith Church ("Permittee") to maintain and use a canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 3612 West Chicago Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Sassparella, Limited: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Sassparella, Limited ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1551 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 3 feet in width.



The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Sirloin, Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Sirloin, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Wells Street attached to the building or structure located at 1528 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 10 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*State Cleaners: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to State Cleaners ("Permittee") to maintain and use a canopy over the public right-of-way in North State Street attached to the building or structure located at 1205 North State Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Steve Foley Cadillac -- Chevrolet,  
Incorporated: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Steve Foley Cadillac -- Chevrolet, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in North Rush Street attached to the building or structure located at 630 North Rush Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Tassonick, Limited (Doing Business As  
Terminal Lounge): Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Tassonick, Limited, doing business as Terminal Lounge ("Permittee") to maintain and use a canopy over the public right-of-way in South Canal Street attached to the building or structure located at 1400 South Canal Street for a period of three (3) years from and after May 4, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 7 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Tsang Chinese Food: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Tsang Chinese Food ("Permittee") to maintain and use a canopy over the public right-of-way in North LaSalle Street attached to the building or structure located at 1432 North LaSalle Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Uno's, Limited: Canopies:*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Uno's, Limited ("Permittee") to maintain and use three (3) canopies over the public right-of-way in North Wells Street attached to the building or structure located at 1517 North Wells Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 2 at 24 feet and 1 at 13 feet respectively in length, nor 2 at 3 feet and 1 at 5 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*Wacker Partners: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Wacker Partners ("Permittee") to maintain and use a canopy over the public right-of-way in East Wacker Drive attached to the building or structure located at 68 East Wacker Drive for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 11 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Walls Of China Restaurant: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Walls of China Restaurant ("Permittee") to maintain and use a canopy over the public right-of-way in West Grand Avenue attached to the building or structure located at 333 West Grand Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 14 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Wendy's International, Incorporated: Canopies.  
(232 South State Street)*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Wendy's International, Incorporated ("Permittee") to maintain and use two canopies over the public right-of-way in South State Street attached to the building or structure located at 232 South State Street for a period of three (3) years from and after May 4, 1986 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 5 feet and 8 feet respectively in length, nor 2 feet and 4 feet respectively in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Wendy's International, Incorporated: Canopy.  
(23 South Wabash Avenue)*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Wendy's International, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at 23 South Wabash Avenue for a period of three (3) years from and after April 1, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.



*Wendy's International, Incorporated: Canopy.  
(207 West Washington Street)*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Wendy's International, Incorporated ("Permittee") to maintain and use a canopy over the public right-of-way in West Washington Street attached to the building or structure located at 207 West Washington Street for a period of three (3) years from and after April 1, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*Yunez Medical And Dental Clinic: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to Yunez Medical and Dental Clinic ("Permittee") to construct, maintain and use a canopy over the public right-of-way in West Belmont Avenue attached to the building or structure located at 916 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 36 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars (\$61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*23 East Adams Street Corporation: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to 23 East Adams Street Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at 134 South Wabash Avenue for a period of three (3) years from and after October 27, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 9 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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*1000 Condominium Association: Canopy.*

*Ordered,* That the Commissioner of General Services is hereby authorized to issue a permit to 1000 Condominium Association ("Permittee") to maintain and use a canopy over the public right-of-way in North Lake Shore Drive attached to the building or structure located at 1000 North Lake Shore Drive for a period of three (3) years from and after April 1, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 5 feet in length, nor 19 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

*1007 North Rush Street Corporation: Canopy.*

*Ordered*, That the Commissioner of General Services is hereby authorized to issue a permit to 1007 North Rush Street Corporation ("Permittee") to maintain and use a canopy over the public right-of-way in North Rush Street attached to the building or structure located at 1007 North Rush Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 13 feet in length, nor 3 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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VACATION OF PORTION OF SOUTH ABERDEEN STREET  
LYING SOUTH OF WEST TAYLOR STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council on July 19, 1989 (Council Journal page 3849) and of an opinion dated April 27, 1990 for the First United Trust Company, Trustee, Trust Number 9959 and The Mid-City National Bank of Chicago, Trustee, Trust Number 1467, vacating the north 95.0 feet of South Aberdeen Street south of the south line of West Taylor Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of South Aberdeen Street closed to vehicular traffic by ordinance passed by the City Council July 7, 1977 and recorded July 22, 1977 in the Office of the Recorder of Deeds, Cook County, Illinois as Document No. 24024308 and described as lying west of the west line of Lot 10, in G. W. Clarke's Subdivision of Block 24 in Canal Trustee's Subdivision of the southeast quarter of Section 17, Township 39 North, Range 14

East of the Third Principal Meridian; lying east of the east line of Lot 23, lying north of a line drawn from the southwest corner of said Lot 10 to the southeast corner of said Lot 23, and lying south of a line drawn from the northwest corner of said Lot 10 to the northeast corner of said Lot 23, all in G. W. Clarke's Subdivision, aforementioned; said part of public street herein vacated being further described as the north 95.0 feet of South Aberdeen Street south of the south line of West Taylor Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves the north 78.0 feet of the north 95.0 feet of South Aberdeen Street south of the south line of West Taylor Street as herein vacated, as a right-of-way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in the north 78.0 feet of the north 95.0 feet of South Aberdeen Street south of the south line of West Taylor Street as herein vacated, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right-of-way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the First United Trust Company, as Trustee, Trust No. 9959 and the Mid-City National Bank of Chicago, as Trustee, Trust No. 1467 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Forty-six Thousand One Hundred Twenty-five and no/100 Dollars (\$46,125.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the First United Trust Company, as Trustee, Trust No. 9959 and the Mid-City National Bank of Chicago, as Trustee, Trust No. 1467 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Drawing attached to this ordinance printed on page 16001  
of this Journal.]



VACATION OF PORTION OF SOUTH LOCKWOOD AVENUE  
LYING SOUTH OF WEST 63RD STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for First National Bank of Evergreen Park, Trustee, Trust No. 9598 and the State Bank of Clearing, vacating the north 125 feet of South Lockwood Avenue lying south of West 63rd Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,



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

SECTION 1. That all that part of South Lockwood Avenue lying east of the east line of Lot 1 in Block 3; lying west of the west line of Lot 8 in Block 4; lying south of a line drawn from the northeast corner of Lot 1 in Block 3 to the northwest corner of Lot 8 in Block 4; and lying north of a line drawn from the southeast corner of Lot 1 in Block 3 to the southwest corner of Lot 8 in Block 4 all in 63rd Street Addition to Clearing, being a subdivision of the north 174 feet of the northwest quarter of the northeast quarter, the north 174 feet of the northeast quarter of the northwest quarter and the north 169 feet of the east quarter of the northwest quarter of the northwest quarter of Section 21, Township 38 North, Range 13 East of the Third Principal Meridian; said part of public street herein vacated being further described as the north 125 feet of South Lockwood Avenue lying south of West 63rd Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of telephonic and associated services under, over, and along all that part of South Lockwood Avenue as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the First National Bank Of Evergreen Park, as Trustee, Trust No. 9598 and the State Bank of Clearing shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Thirty-three Thousand Two Hundred Fifty-eight Dollars (\$33,258.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to South Lockwood Avenue hereby vacated, similar to the sidewalk and curb in West 63rd Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance the First National Bank Of Evergreen Park, as Trustee, Trust No. 9598 and the State Bank of Clearing shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed  
on page 16004 of this Journal.]

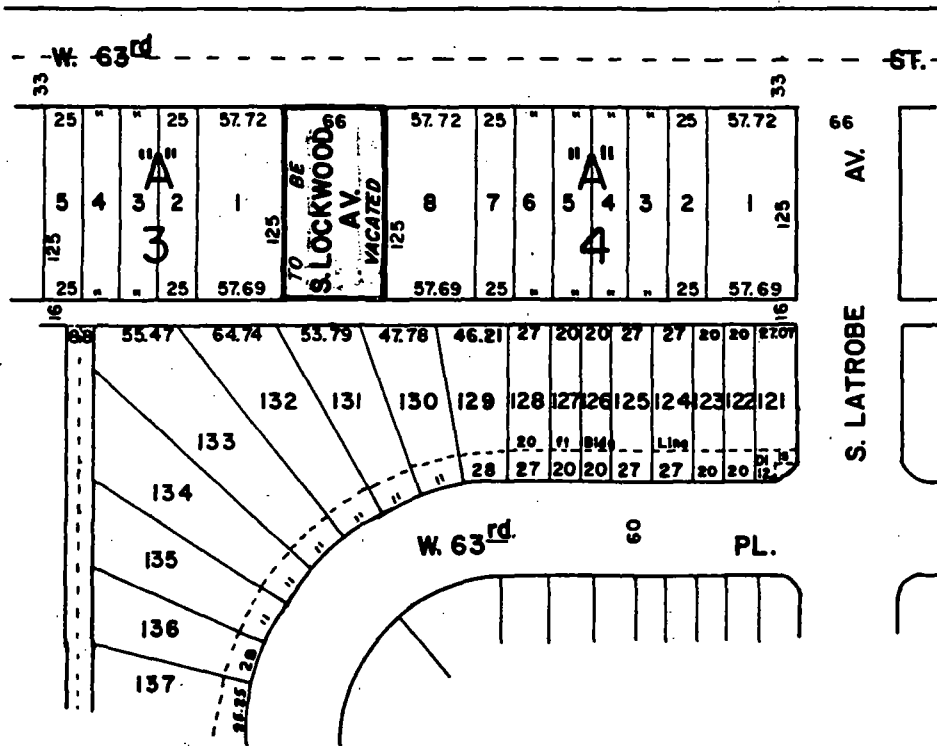
Ordinance associated with this drawing printed on pages 16002 through 16003 of this Journal.

"A"

63rd Street Addition to Clearing, being a Subdivision of the N. 174 ft. of the N.W. 1/4 of the N.E. 1/4, the N. 174 ft. of the N.E. 1/4 of the N.W. 1/4 and the N. 169 ft. of the E. 1/4 of the N.W. 1/4 of the N.W. 1/4 of Sec. 21-38-13



Dr. No. 21-13-88-1304



VACATION OF PORTION OF WEST 94TH STREET BETWEEN  
SOUTH ASHLAND AVENUE AND SOUTH  
BEVERLY AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council on May 10, 1989 (Council Journal page 965) and of an opinion dated March 30, 1990 for Jetco Properties, Incorporated, vacating all that part of West 94th Street, lying between the west line of South Ashland Avenue, as widened, and the easterly line of South Beverly Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public

interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of West 94th Street lying south of the south line of Lots 69 to 79, both inclusive, and south of the south line of the vacated alley between Lots 69 and 70 in John A. Prescott's Beverly Hills Subdivision of Blocks 4 and 5 in subdivision of the south half of that part of the east half of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian lying east of the P.C.C. & I.C. R.R.; lying north of the north line of Lots 1 and 22 and north of the north line of the vacated alley lying between Lots 1 and 22 in John P. Gibbons Subdivision of Block 6 in subdivision of the south half of that part of the east half of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian lying east of the P.C.C. & I.C. R.R.; lying easterly of a line drawn from the interesection of the south and southwesterly lines of Lot 79 in John A. Prescott's Beverly Hills Subdivision aforementioned to the northwest corner of Lot 22 in John P. Gibbons Subdivision aforementioned; and lying west of the west line of South Ashland Avenue as widened by ordinance passed June 29, 1922 and Order of Possession entered of record December 3, 1931; said public street herein vacated being further described as all that part of West 94th Street lying between the west line of South Ashland Avenue, as widened, and the easterly line of South Beverly Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. Jetco Properties, Incorporated, hereby agrees to accept and maintain as private sewers, all existing sewers and appurtenances thereto which are located in that part of West 94th Street as herein vacated.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along all that part of West 94th Street as herein vacated with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Jetco Properties, Incorporated shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of One Hundred Forty-eight Thousand and no/100 Dollars (\$148,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of West 95th Street hereby vacated, similar to the sidewalk and curb in South Ashland Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Jetco Properties, Incorporated shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on  
page 16008 of this Journal.]

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VACATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST  
BLOOMINGDALE AVENUE, WEST WABANSIA AVENUE,  
NORTH WINCHESTER AVENUE AND NORTH  
WOLCOTT AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith of an order passed by the City Council on October 4, 1989 and of an opinion dated March 21, 1990 for Chicago Title and Trust Company, Trustee, Trust No. 1088623, vacating the west 121 feet of the first east-west 16-foot public alley south of West Bloomingdale Avenue in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North Winchester Avenue and North Wolcott Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

(Continued on page 16009)

Ordinance associated with this drawing printed on pages 16005 through 16007 of this Journal.

"A"

Sub of the S 1/2 of that part of the E 1/2 of Sec 6-37-14 lying E of the C.C. & I.C. R.R.

"B"

John A. Prescott's Beverly Hills Sub of Blks. 4 and 5 in Sub. of S 1/2 of that part of E. 1/2 Sec. 6-37-14 lying E. of P.C.C. & I.C. R.R.

"C"

John P. Gibbons Sub of Blk. 6, of Sub. of S. 1/2 of that part of the E. 1/2 of Sec. 6-37-14 lying E. of the C.C. & I.C. R.R.

"D"

Vacated by Ordinance Passed April 21, 1926.  
Rec. June 18, 1926.

Doc 9,313,313

"E"

Ordinance for Opening W. 94th St. across the P.C.C. & S.I.L. R.Y. Passed July 11, 1928

"F"

Vacated by Ordinance Passed July 10, 1961  
Rec. August 23, 1961

Doc 18255979

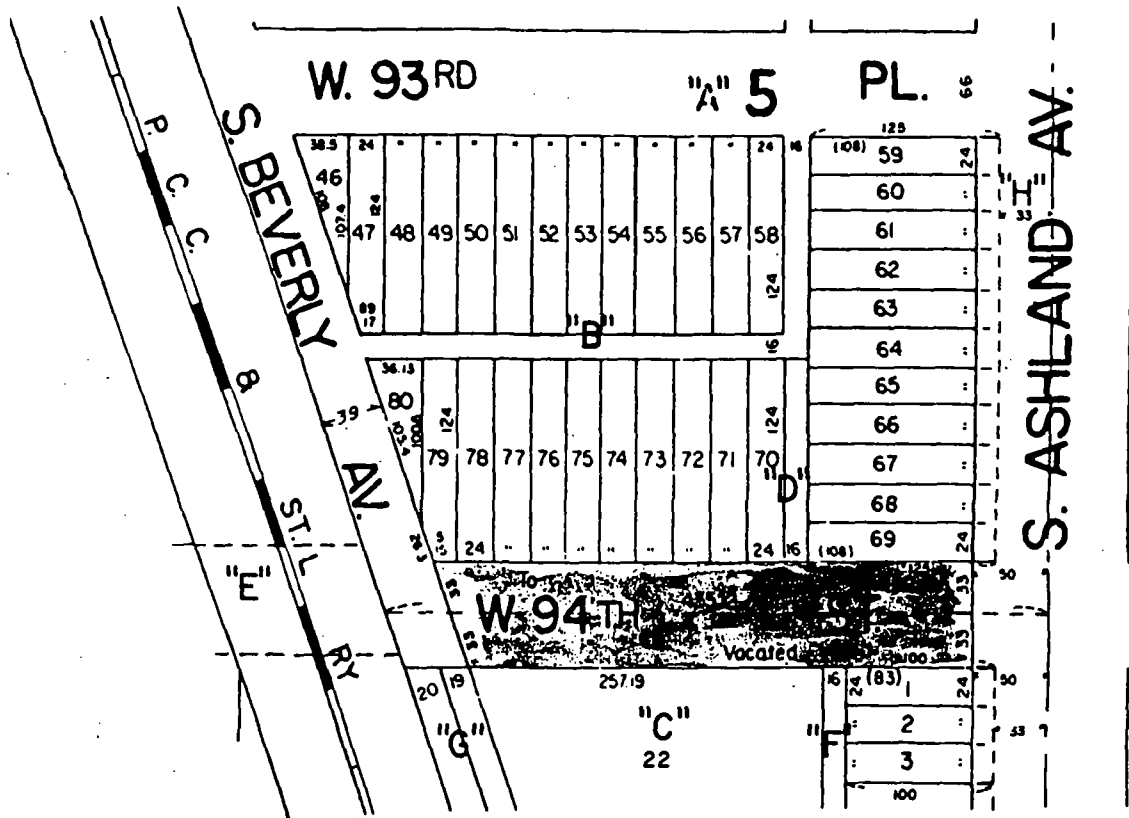
"G"

Vacated by Ordinance Passed September 9, 1987  
Rec. Dec 8, 1987

Doc. 87-649718

"H"

Ordinance for Widening S. Ashland Av. between W. 69th St. and Beverly Av. Passed June 23, 1920. Repealed and new Ord. for Widening S. Ashland Av. between W. 69th St. and W. 95th St. Passed June 29, 1922. Order of Possession entered Dec. 3, 1931.



(Continued from page 16007)

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 6 to 10 both inclusive; lying north of the north line of Lot 65; lying east of a line drawn from the southwest corner of Lot 10 to the northwest corner of Lot 65; and lying west of a line drawn from the southeast corner of Lot 6 to the northeast corner of Lot 65, all in Block 37 in E.R. Smith's Subdivision in Sheffield's Addition, being the west half of the south half of the southeast quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the west 121 feet of the first east-west 16-foot public alley south of West Bloomingdale Avenue in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North Winchester Avenue and North Wolcott Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1088623 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Eight Thousand Six Hundred Seventy-five and no/100 Dollars (\$8,675.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that

part of the public alley hereby vacated, similar to the sidewalk and curb in North Winchester Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 10-14757-09 and Trust No. 1088623 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page  
16011 of this Journal.]

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VACATION OF PUBLIC ALLEYS IN AREA BOUNDED BY SOUTH  
SOUTH CHICAGO AVENUE, SOUTH KEEFE AVENUE,  
SOUTH ST. LAWRENCE AVENUE AND NEW  
YORK CENTRAL RAILROAD  
RIGHT-OF-WAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for Heritage Standard Bank and Trust Company, Trustee, Trust No. 10353, vacating all of the northwesterly-southeasterly 20-foot public alley in the area bounded by South South Chicago Avenue, South Keefe Avenue, South St. Lawrence Avenue and the right-of-way of the New York Central Railroad.

The original ordinance was passed by the City Council on December 20, 1989, however the ordinance as passed was not recorded within the ninety (90) day time limit.

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

(Continued on page 16012)



Ordinance associated with this drawing printed on pages 16007 through 16010 of this Journal.

"A"

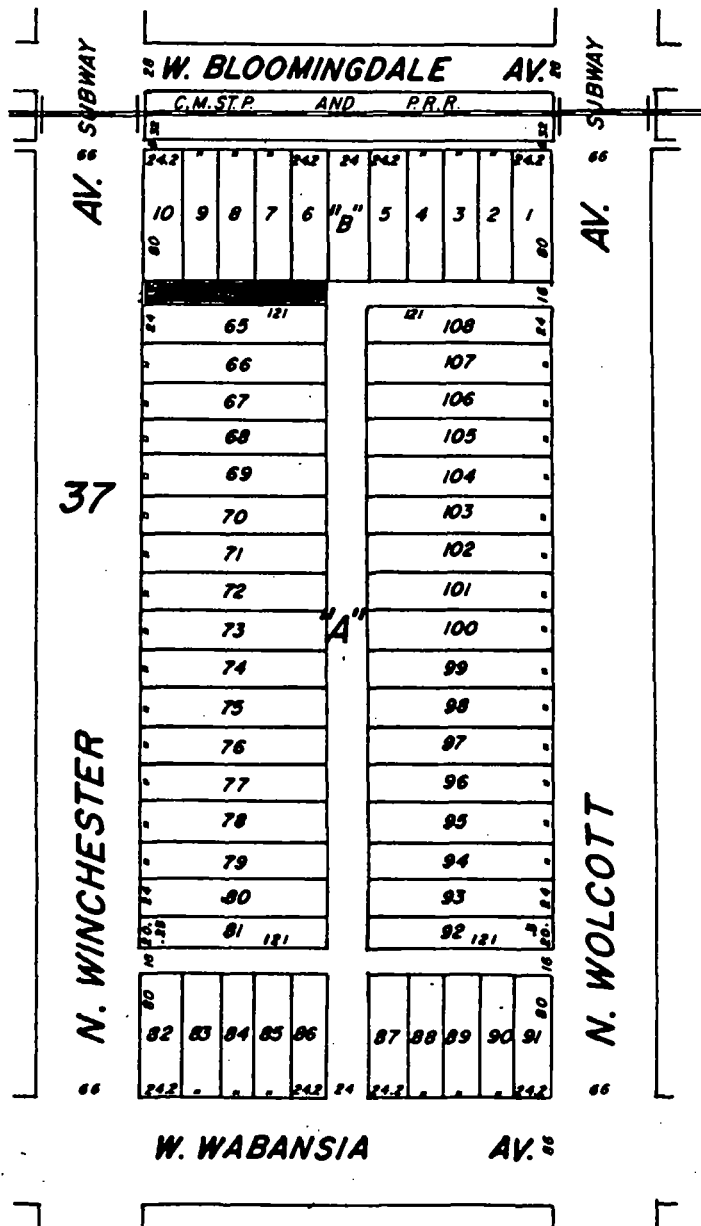
E.R. Smith's Sub. in Sheffield's Add. being the W. 1/2 SW 2 S.E. 1/4 Sec. 31-40-14.

"B"

Vacated by Ord. Passed Apr. 29, 1907  
Rec. May 28, 1907

Doc. 4043402

DR. No. 31-32-89-1410



(Continued from page 16010)

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the northeasterly-southwesterly 16-foot public alley as dedicated by plat recorded March 30, 1908 in the Office of Recorder of Deeds in Cook County, Illinois as Document No. 4179217 and described as follows:

the northwesterly 16 feet of Lot 11 in Block 6 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian;

Also

all of the remaining northwesterly-southeasterly 20-foot public alley lying southwesterly of the southwesterly line of Lots 1 to 11; lying southeasterly of the southwesterly extension of the northwesterly line of Lot 1; lying northwesterly of the southwesterly extension of the southeasterly line of the northwesterly 16 feet of Lot

11 and all in Block 6 in Johnston and Clement's Subdivision of the west half of the southeast quarter of Section 22, Township 38 North, Range 14 East of the Third Principal Meridian; and lying northeasterly of the northeasterly right-of-way line of the New York Central Railroad; said public alley and part of public alley herein vacated being further described as all of the northeasterly-southwesterly 16-foot public alley running southeasterly from South South Chicago Avenue together with all of the remaining northwesterly-southeasterly 20-foot public alley in the area bounded by South South Chicago Avenue, South Keefe Avenue, South St. Lawrence Avenue and the right-of-way of the New York Central Railroad,

as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley and part of public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Heritage Standard Bank and Trust Company, as Trustee, Trust No. 10353 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of Twelve Thousand Eight Hundred and no/100 Dollars (\$12,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alley and part of public alley hereby vacated, similar to the sidewalk and curb in South Keefe Avenue and South South Chicago Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Heritage Standard Bank and Trust Company, as Trustee, Trust No. 10353 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page  
16014 of this Journal.]

Ordinance associated with this drawing printed on pages 16010 through 16013 of this Journal.

"A"

Johnston & Clement's Sub. of the W.1/2 of the SE.1/4 of Sec. 22-38-14 (except rail).

"B"

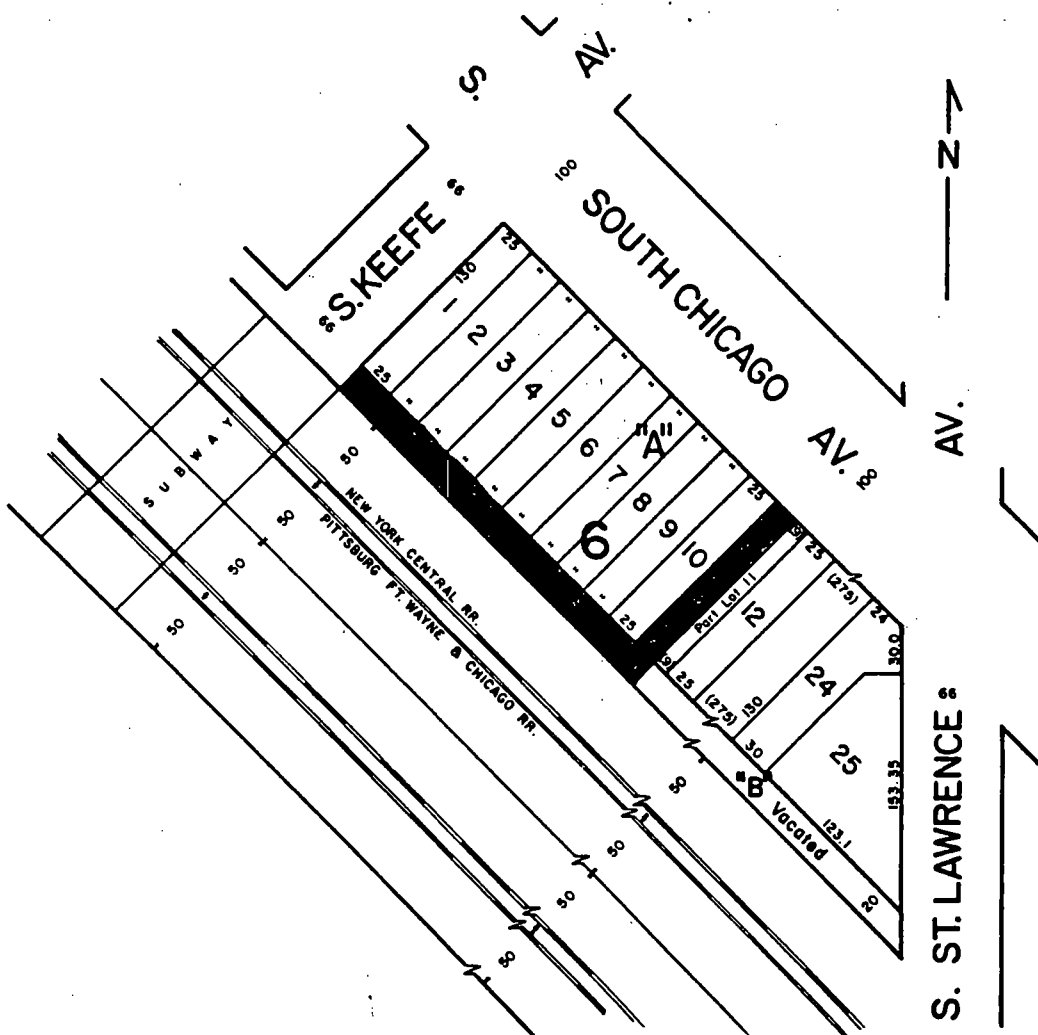
Vacated by Ordinance Passed Mar. 5, 1908.

"C"

Dedicated for Public Alley.  
Rec. Mar. 30, 1908

Doc. No. 4179217

Dr.No. 22-20-87-1206



VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK  
BOUNDED BY WEST CERMAK ROAD, WEST 22ND  
PLACE, SOUTH WESTERN AVENUE AND  
SOUTH OAKLEY AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council December 18, 1989 (Council Journal page 38629) and of an opinion dated May 1, 1990 for Helen Kamps and Capitol Bank and Trust Company, Trustee, Trust No. 1223 and Trust No. 1225, vacating the east 92.25 feet of the west 109.25 feet of the east-west 16-foot public alley in the block bounded by West Cermak Road, West 22nd Place, South Western Avenue and South Oakley Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 20 to 24, both inclusive; lying north and northeasterly of the north and northeasterly lines of Lot 25; lying east of the east line of South Western Avenue as widened by Order of Possession by the Superior Court August 6, 1937 as General No. 420820; and lying west of the northwardly extension of the east line of Lot 25 all in C. H. Baker's Subdivision of Block 2 of Laughton's Subdivision of the west half of the northwest quarter of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the east 92.25 feet of the west 109.25 feet of the east-west 16-foot public alley in the block bounded by West Cermak Road, West 22nd Place, South Western Avenue and South Oakley Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Helen Kamps and Capitol Bank and Trust Company, as Trustee, Trust No. 1223 and Trust No. 1225 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Seventeen Thousand Eight Hundred and no/100 Dollars (\$17,800.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Western Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Helen Kamps and Capitol Bank and Trust Company, as Trustee, Trust No. 1223 and Trust No. 1225 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on  
page 16017 of this Journal.]

Ordinance associated with this drawing printed on pages 16015 through 16016 of this Journal.

"A"

Laughton's Sub of W.1/2 of N.W.1/4 of Sec. 30-39-14

"B"

C. H. Baker's Sub of Blk. 2 of Laughton's Sub. etc. (see "A")

"C"

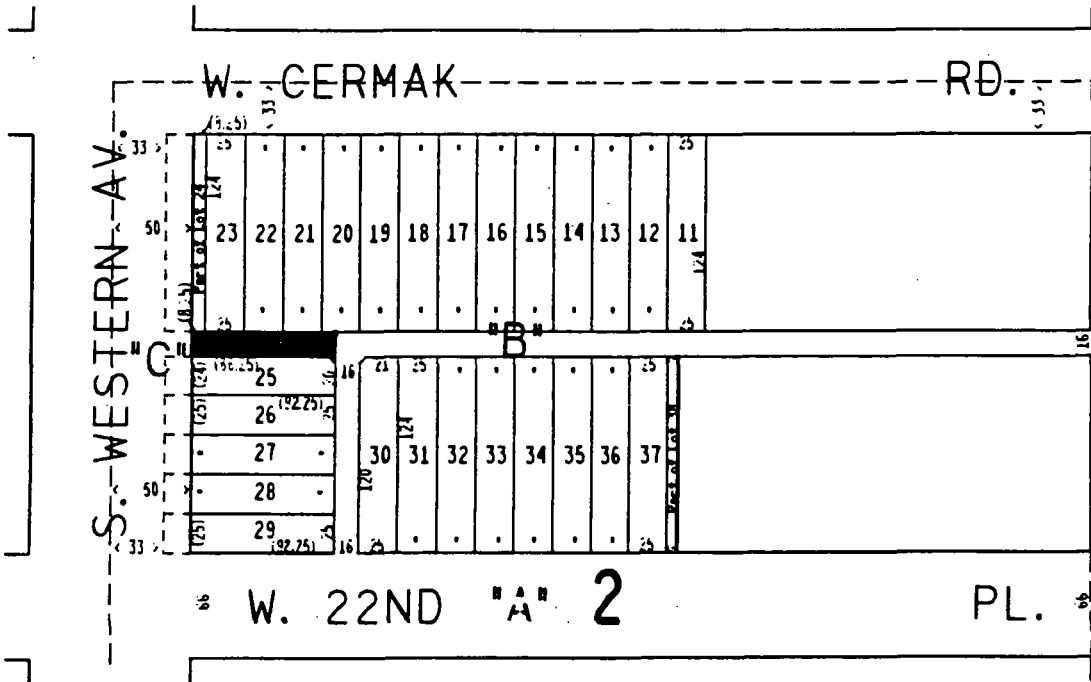
Ordinance for Widening S. Western Av. from W. 16th St. to W. 26th St. Passed Apr. 27, 1925

Order of Possession By Superior Court Aug. 6, 1937

Gen. #420820



Dr. No. 30-25-86-1124



VACATION OF AIR RIGHTS OVER AND ACROSS PORTION OF  
"OPEN ON GROUND" PUBLIC ALLEY IN BLOCK BOUNDED  
BY WEST HUBBARD STREET, WEST KINZIE STREET,  
NORTH KINGSBURY STREET AND  
NORTH ORLEANS STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council October 14, 1988 (Council Journal page 18597) and of an opinion dated April 26, 1990, for the City of Chicago, vacating part of the 18-foot "open on ground" alley herein vacated above an inclined plane having an elevation of +25.73 feet C.C.D. along the north line of West Kinzie Street and an elevation of +28.52 feet C.C.D. along the south line of the east-west 18-foot public alley and below a horizontal plane having an elevation of +198.52 C.C.D. in the block bounded by West Hubbard Street, West Kinzie Street, North Kingsbury Street and North Orleans Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.



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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of "open on ground" alley described in the following ordinance; now, therefore,

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

SECTION 1. The air rights over and across that part of the first north-south 18-foot "open on ground" alley described as follows:

that part of west 18.00 feet of Lot 15 lying above an incline plane beginning at elevation +25.73 feet Chicago City Datum, measured along the south line of Lot 15; thence north, along said incline plane, (of uniform slope) to elevation +28.52 feet Chicago City Datum, measured along the north line of Lot 15; and lying below a horizontal plane at elevation +198.52 feet Chicago City Datum, all in Block 2 in Butler, Wright and Webster's Addition to Chicago in the west half of the west half of the northeast quarter of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian;

said part of 18-foot "open on ground" alley herein vacated being further described as the air rights lying above an inclined plane having an elevation of +25.73 feet C.C.D. along the north line of West Kinzie Street and an elevation of +28.52 feet C.C.D. along the south line of the east-west 18-foot public alley and below a horizontal plane having an elevation of +198.52 C.C.D. in the block bounded by West Hubbard Street, West Kinzie Street, North Kingsbury Street and North Orleans Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 180 days after the passage of this ordinance, the City of Chicago, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Drawing attached to this ordinance printed on  
page 16020 of this Journal.]

Ordinance associated with this drawing printed on pages 16018 through 16019 of this Journal.

"A"

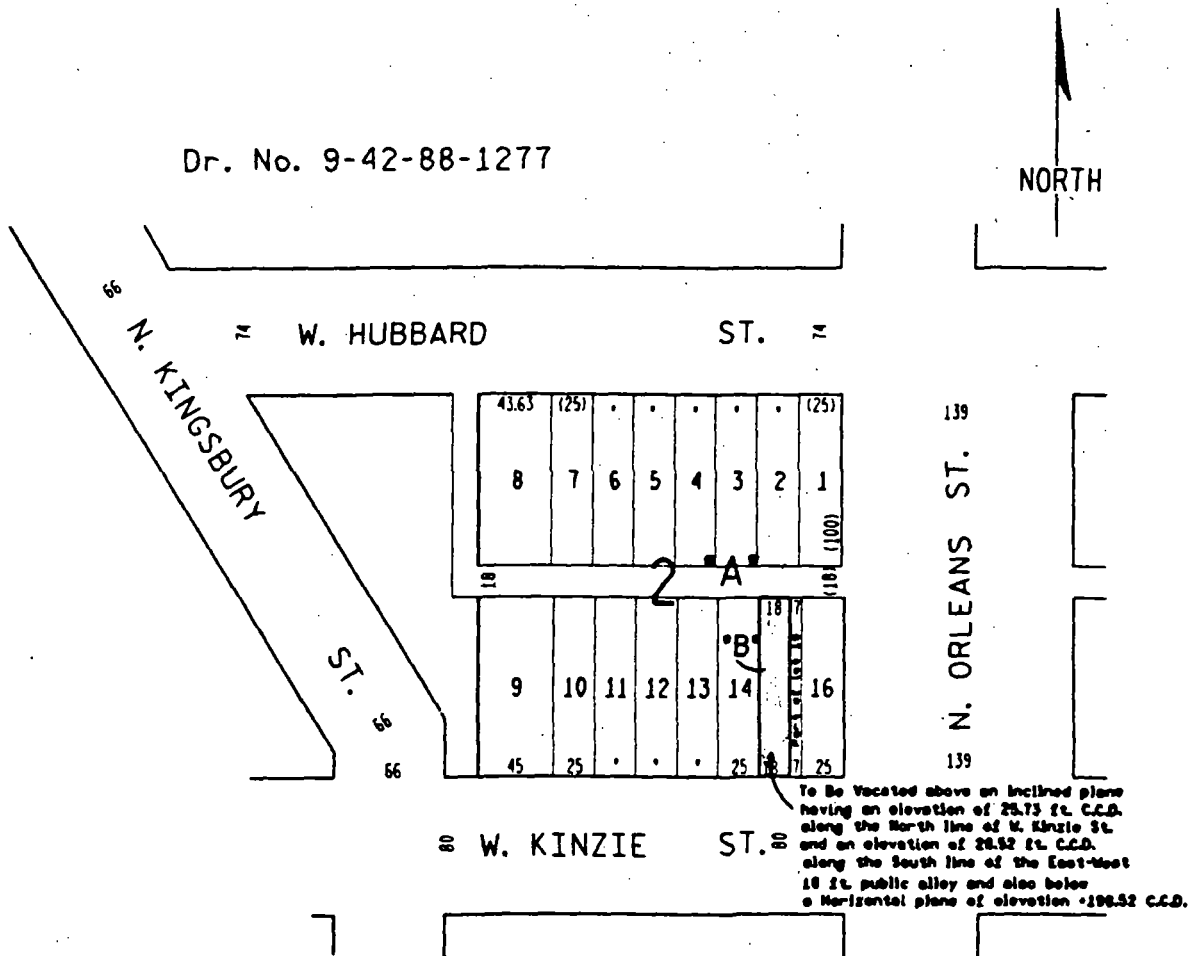
Butler, Wright & Webster's Addition to Chicago in Sec. 9-39-14.

"B"

Quit Claim Deed to the City of Chicago.

Rec. May 13, 1920

Doc. 6823689



VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS  
IN AREA BOUNDED BY WEST ARCADE PLACE, WEST  
MONROE STREET, SOUTH LA SALLE STREET AND  
SOUTH CLARK STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council February 15, 1984 (Council Journal page 5147) and of an opinion dated May 4, 1990 for the University of Chicago and/or the Chicago Title and Trust Company, Trustee, Trust No. 1084237, vacating the west 209.35 (more or less) feet of the east-west public alley running east from South LaSalle Street in the area bounded by West Arcade Place, West Monroe Street, South LaSalle Street, and South Clark Street, et cetera.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schullter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west public alley lying north of the north line of Lots 22 to 28, both inclusive; lying south of the south lines of Lots 29, 31 and 32; lying east of a line drawn from the northwest corner of Lot 28 to the southwest corner of Lot 29; and lying west of a line drawn from the northeast corner of Lot 22 to the southeast corner of Lot 32, all in Assessor's Division of Block 118 in School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian; said public alley herein vacated being further described as the west 209.35 (more or less) feet of the east-west public alley running east from South LaSalle Street in the area bounded by West Arcade Place, West Monroe Street, South LaSalle Street, and South Clark Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached as Exhibit "A", which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of the public a temporary easement for vehicular and pedestrian ingress, egress and access in, through and across the portion of alley vacated by this ordinance, such easement to terminate upon the Chicago Title and Trust Company, as Trustee, Trust No. 1084237, or its successor in title, recording a plat of dedication to the public of the following property:

that part lying between horizontal planes having an elevation of +29.36 feet and +14.36 feet above Chicago City Datum, of the east 10 feet of Lot 21 in Assessor's Division of Block 118 in School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian; being also described as the east 10 feet of the south 80 feet of original Lot 6 in Block 118 of School Section Addition to Chicago aforesaid;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned Exhibit "A", such plat of dedication to be substantially in the form attached hereto as Exhibit "B" and the City of Chicago agrees to execute said plat of dedication upon adoption of this ordinance, upon payment of the compensation and deposits as provided in Section 3 herein, and upon certification that all taxes and special assessments due and owing having been paid. By causing a certified copy of this ordinance to be recorded pursuant to Section 4, the Chicago Title and Trust Company, as Trustee, Trust No. 1084237 and the University of Chicago or their respective successors in title agree to be responsible for the continued maintenance of the vacated alley in its current condition during the periods of the City's temporary easement as reserved herein.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the University of Chicago and/or the Chicago Title and Trust Company, as Trustee, Trust No. 1084237, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley hereby vacated, the sum of Two Million Six Hundred Seventy-two Thousand Five Hundred and no/100 Dollars (\$2,672,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in South LaSalle Street and constructing pavement and curb returns in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the University of Chicago and/or the Chicago Title and Trust Company, as Trustee, Trust No. 1084237 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation herein provided for.

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

[Exhibits "A" and "B" attached to this ordinance printed  
on pages 16024 through 16025 of this Journal.]

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VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS  
IN BLOCK BOUNDED BY WEST 17TH STREET, WEST  
18TH STREET, SOUTH DAMEN AVENUE AND  
SOUTH WOLCOTT AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

(Continued on page 16026)

Ordinance associated with this Exhibit "A" printed on pages 16021 through 16023 of this Journal.

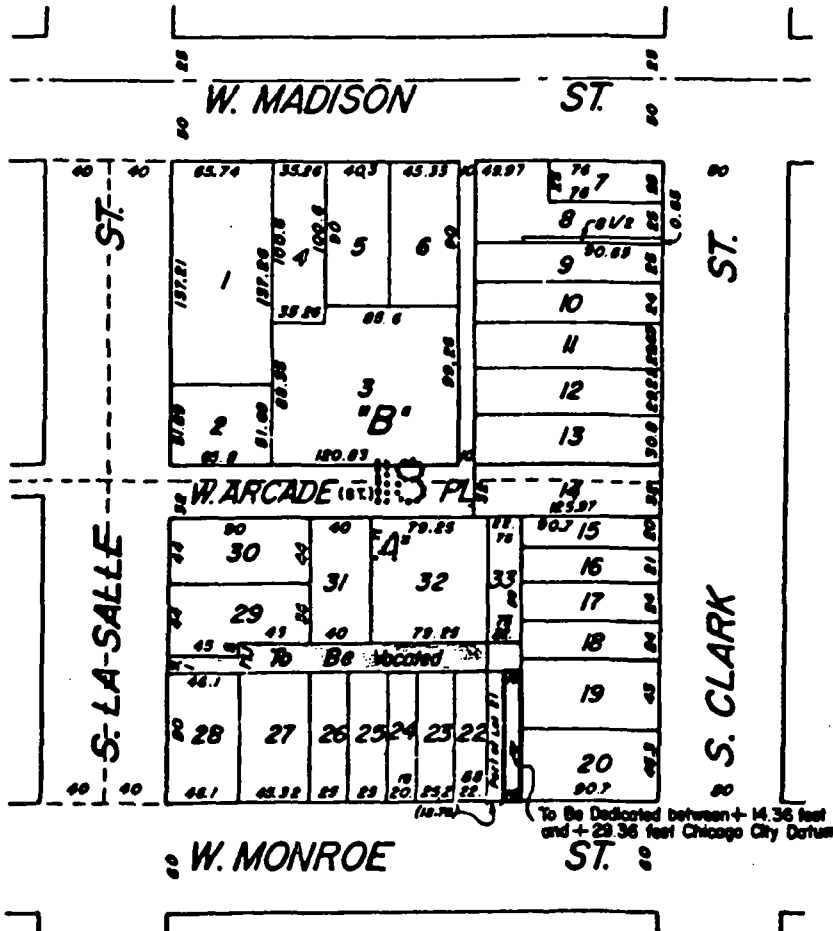
"A"

School Section Add. to Chicago of Sec. 16-39-14.

"B"

Assr's. Div. of Bk. 118 School Sec. Add. etc. (See "A")

DR. No. 16-1-84-882 Rev. May 4, 1990



Ordinance associated with this Exhibit "B" printed on pages 16021 through 16023 of this Journal.

PLAT OF DEDICATION  
- PUBLIC ALLEY

That part lying between horizontal planes having an elevation of +74.36 feet and +4.36 feet above Chicago City Datum, of the East 10 feet of the South 80 feet of Lot 8; Block 116 of School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO DESCRIBED AS:  
That part lying between horizontal planes having an elevation of +74.36 feet and +4.36 feet above Chicago City Datum, of the East 10 feet of Lot 7 in Assessor's Division of Block 116, School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian.

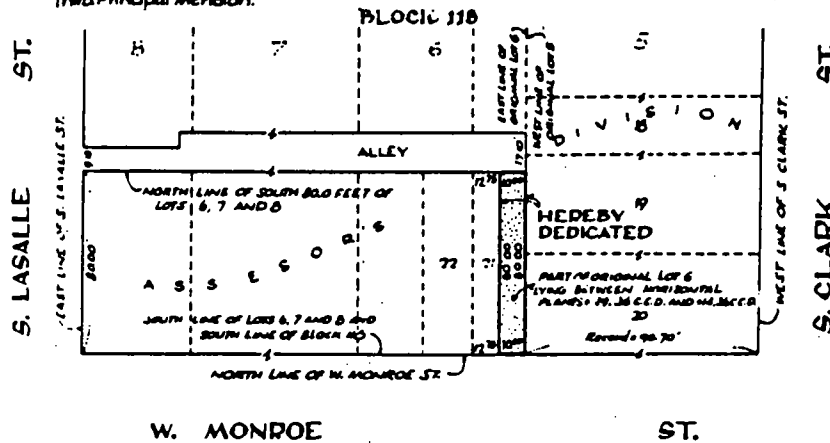


EXHIBIT "B"  
FILE NO. 16-1-84-882 REV. MAY 4, 1990

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:  
CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as owner under Trust Agreement dated September 18, 1983 and known as Trust No. 100-8237 hereby consents to the dedication and plat hereon drawn.  
In witness whereof, said Chicago Title and Trust Company has caused this said instrument to be signed by its duly authorized officers on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1990.  
CHICAGO TITLE AND TRUST COMPANY  
an Illinois corporation  
A Notary has Assented  
Attest \_\_\_\_\_  
A Notary Secretary

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:  
I, \_\_\_\_\_, a notary public in and for said county, in the State aforesaid, do hereby certify that \_\_\_\_\_ personally known to me to be an Assistant Vice President of Chicago Title and Trust Company, an Illinois corporation and \_\_\_\_\_ personally known to me to be an Assistant Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, to the uses and purposes therein set forth.  
Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1990.  
\_\_\_\_\_  
Notary Public  
My commission expires \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss:  
CHICAGO GUARANTEE SURVEY COMPANY, an Illinois corporation licensed as an Illinois Registered Land Surveyor, hereby certifies that a survey has been made, under the direction and supervision of \_\_\_\_\_, an Illinois Registered Land Surveyor, of the property shown and described hereon for the purposes of dedicating the same to public use for alley and that the plat hereon drawn is a correct representation of said survey and dedication.  
CHICAGO, ILLINOIS, \_\_\_\_\_, A.D. 1990  
CHICAGO GUARANTEE SURVEY COMPANY  
\_\_\_\_\_  
President  
Attest \_\_\_\_\_  
Vice President

THIS INSTRUMENT WAS PREPARED BY  
CHICAGO GUARANTEE SURVEY COMPANY  
105 W. MADISON ST. CHICAGO, IL 60607  
TEL. 312-776-6860  
ORDER NO. 9001001  
79 16 80 10 20 30 40 50 60  
Scale in feet

(Continued from page 16023)

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council June 28, 1989 (Council Journal page 3134) and of an opinion dated May 8, 1990, for Hughes Enterprises, Incorporated, vacating the east 106.1 feet of the east-west 16-foot public alley in the block bounded by West 17th Street, West 18th Street, South Damen Avenue and South Wolcott Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 49 to 53, both inclusive; lying north of the north line of Lots 92 to 96, both inclusive; lying west of a line drawn from the southeast corner of Lot 49 to the northeast corner of the Lot 96; lying east of the southwardly extension of the east line of the west 20 feet of Lot 53, all in the Newberry Estate Subdivision of Block 36 in division of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian; said public alley



herein vacated being further described as the east 106.1 feet of the east-west 16-foot public alley in the block bounded by West 17th Street, West 18th Street, South Damen Avenue and South Wolcott Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, Western Union and Group W Cable of Chicago, Incorporated, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electric energy under, over, and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. Hughes Enterprises, Incorporated shall dedicate of cause to be dedicated to the public and open up for public use as a public alley the following described property:

the west 20 feet of Lot 53 in the Newberry Estate Subdivision of Block 36 in Division of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian,

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Hughes Enterprises, Incorporated shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Three Thousand Eight Hundred Twenty and no/100 Dollars (\$3,820.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the alley hereby vacated, similar to the sidewalk and curb in South Wolcott Avenue and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Hughes Enterprises, Incorporated shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed  
on page 16028 of this Journal.]

Ordinance associated with this drawing printed on pages 16023 through 16027 of this Journal.

"A"

Subdivision of Sec. 19, 39, 14 Streets Opened and Block Numbers Designated by Ordinance Passed Nov. 21, 1853 Assessment Confirmed April 17, 1854

"B"

The Newberry Estate Sub. of Blk. 36 in Div. of Sec. 19-39-14.

"C"

Vacated by Ordinance Passed June 16, 1955  
Rec. Aug. 19, 1955

Doc. 16337001

"D"

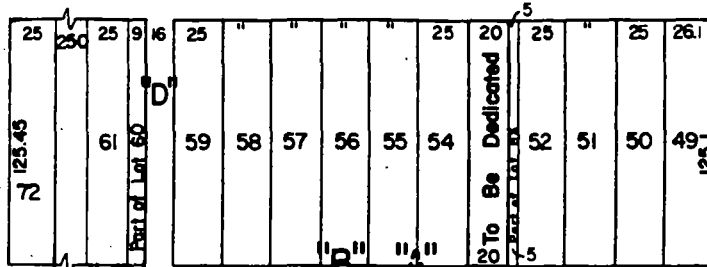
Dedication for Public Alley  
Rec. Aug. 19, 1955

Doc. 16337002



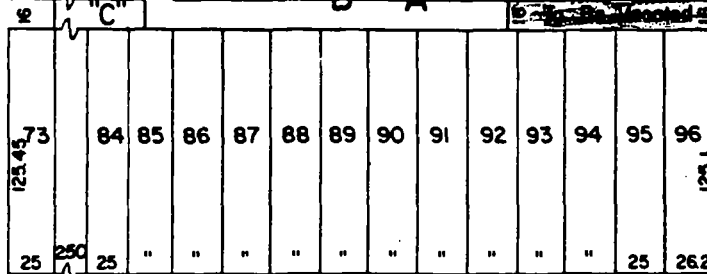
§ W. 17th 36 ST. §

AV. §



AV. §

§ S. DAMEN



§ S. WOLCOTT

§ W. 18th ST. §

VACATION OF PORTION OF SOUTH PRINCETON AVENUE,  
RECORDING OF PLAT OF "CHINA TOWN SQUARE"  
SUBDIVISION, AND RELEASE OF  
VIADUCT EASEMENT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council on April 23, 1986 (Council Journal page 29506) and of an opinion dated May 10, 1990 for the Chinese American Development Corporation, vacating that part of South Archer Avenue, as widened, and the north line of vacated West 21st Street; also providing for recording a Plat of Subdivision entitled "China Town Square", dedicating and laying out specified streets.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance and the release and termination of the Viaduct Easement created by Agreement dated July 15, 1931 and recorded as Document No. 10957962 in the Office of the Recorder of Deeds, in Cook County, Illinois; now, therefore,

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

SECTION 1. That all that part of South Princeton Avenue as dedicated by Plat recorded August 22, 1931 in the Office of the Recorder of Deeds in Cook County, Illinois as Document No. 10959073 and described as follows:

"a strip of land one hundred and twenty (120) feet in width, extending from the northerly line of Archer Avenue to the north line of vacated West 21st Street, east of and adjoining a line drawn from the point of intersection of the west line of Princeton Avenue with the southerly line of Archer Avenue and parallel with the west line of vacated Purple Street, all in Canal Trustees' new subdivision of blocks in Canal Trustees' Subdivision of the southeast fractional quarter (SE. 1/4) of Section Twenty-one (21), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois, for the purpose of dedicating the same to the public for a public street";

lying northerly of the northwesterly line of South Archer Avenue as widened by dedication recorded April 13, 1926 as Document No. 9238234; said public street herein vacated being further described as all that part of South Princeton Avenue lying between the north line of South Archer Avenue as widened and the north line of vacated West 21st Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached as Exhibit A, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves a 30-foot easement over and across that part of South Princeton Avenue herein vacated, being 15 feet on each side of the center line of the existing 8-foot sewer located in former West 21st Street, as a right-of-way for an existing sewer and for the installation of any additional sewers or other municipally-owned service facilities now located or which in the future may be located in South Princeton Avenue as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities. It is further provided that no buildings or other structures shall be erected on said right-of-way herein reserved or other use made of said area, which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally- owned service facilities.

The Chinese American Development Corporation hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in

former West 21st Place over and across that part of South Princeton Avenue as herein vacated.

SECTION 3. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Chinese American Development Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public street hereby vacated, the sum of *no compensation* dollars (\$ \_\_\_\_\_), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Chinese American Development Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, the Chinese American Development Corporation shall duly file or cause to be filed for record a Plat of Subdivision entitled "China Town Square", dedicating and laying out specified street areas as shown on said subdivision, which is attached and incorporated as Exhibit "B", subject to the approval of the City Council.

SECTION 6. That the City's interest in the Viaduct Easement created by Agreement dated July 15, 1931 and recorded as Document No. 10957962 in the Office of the Recorder of Deeds in Cook County, Illinois, as colored in green and indicated by the words "To Be Released" on the drawing hereto attached, is hereby released and terminated.

SECTION 7. This ordinance shall take effect and be in force from and after its passage.

[Exhibits "A" and "B" attached to this ordinance printed  
on pages 16032 through 16033  
of this Journal.]

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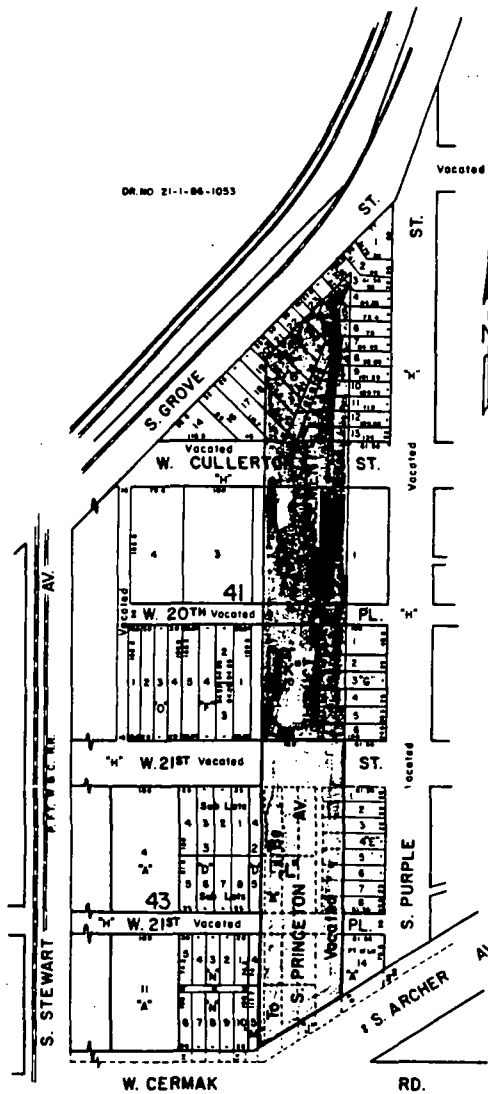
AMENDMENT OF ORDINANCE WHICH VACATED PORTION  
OF SOUTH PRINCETON AVENUE BETWEEN  
WEST 25TH PLACE AND STEVENSON  
EXPRESSWAY.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 16034)

Ordinance associated with this Exhibit "A" printed on pages 16029 through 16031 of this Journal.

- "A"  
Canal Trustees' New Sub of Blks 1 to E, Fract. 1/2, Sec. 21-39-14
- "B"  
M.L. Stewart and Others' Sub Lots 1 to 8, Blk 24 of the Canal Trustees' New Sub, etc. (See "X").
- "C"  
Sub of Lot 6 in Blk 40, in Canal Trustees' New Sub, etc. (See "X").
- "D"  
W.S. Harbison's Sub of Lots 2, 3, and 5 in Blk 43, of the Canal Trustees' New Sub etc. (See "X").
- "E"  
Berroth's Sub of Lot 1 in Blk. 43, of the Canal Trustees' New Sub etc. (See "X").
- "F"  
Assessor's Division of Lot 9, Blk. 41, S.E. 1/4 Sec. 21-39-14
- "G"  
Sub of Lot 11, Blk. 41, in Canal Trustees' New Sub of S.E. Fract. 1/2, Sec. 21-39-14
- "H"  
Vacated by Ordinance Passed Oct. 20, 1925.  
Rec. Apr. 13, 1926
- "J"  
Dedication for Public Street  
Rec. Apr. 13, 1926
- "K"  
Easement from the Alchison Topoka and Santa Fe Ry. Co. to City of Chicago for Viaduct purposes  
Rec. Aug. 20, 1931
- "L"  
Dedication for Public Street.  
Rec. Aug. 22, 1931
- "M"  
Sub of Lot 13 in Blk 43 of the Canal Trustees' New Sub, etc. (See "X").
- "N"  
Sub of Lot 12 in Blk. 43 of the Canal Trustees' New Sub, etc. (See "X").
- "O"  
Sub of Lot 8 in Blk. 41 of Canal Trustees' New Sub, etc. (See "X").

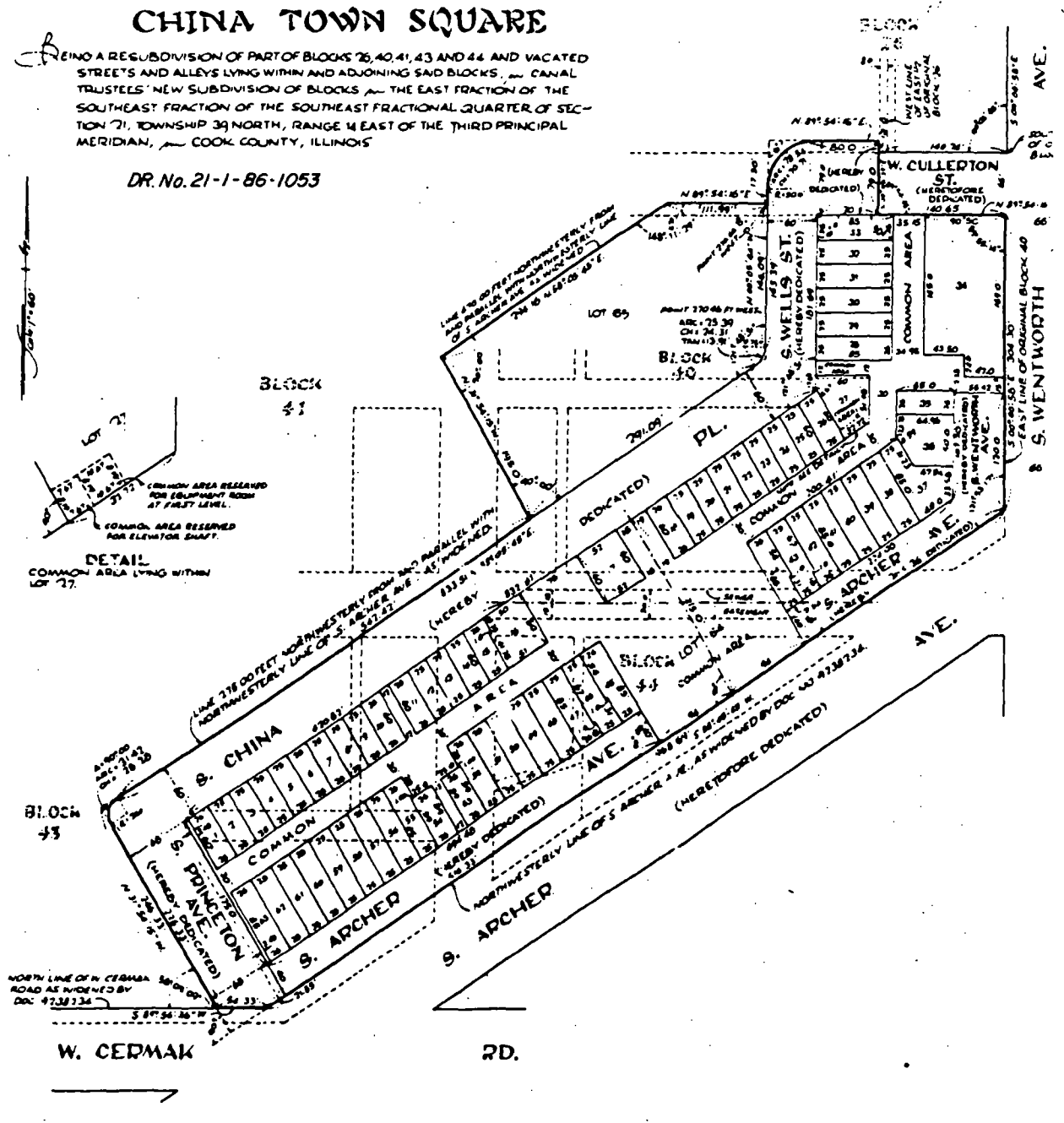


Ordinance associated with this Exhibit "B" printed on pages 16029 through 16031 of this Journal.

### CHINA TOWN SQUARE

BEING A RESUBDIVISION OF PART OF BLOCKS 26, 40, 41, 43 AND 44 AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS

DR. No. 21-1-86-1053



(Continued from page 16031)

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for Peter Karagianes and Frances Karagianes, vacating part of South Princeton Avenue between the Stevenson Expressway and West 25th Place.

The original ordinance was passed by the City Council on March 8, 1989 and was not recorded within the 90 day time limit.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The ordinance passed by the City Council on March 8, 1989, appearing on pages 25542, 25544, 25545 and 25546 of the Journal of the Proceedings of said date and providing for "Vacation of Portion of South Princeton Avenue Between West 25th Place and Stevenson Expressway" was not recorded within the 90 day time limit as set forth in said ordinance, and the beneficiary of said ordinance has paid to the City of Chicago the compensation amount of \$7,125; and



WHEREAS, It is necessary to amend said ordinance as passed to extend the time limit from 90 days to 450 days; now, therefore,

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

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on March 8, 1989, as printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date, pages 25542, 25544, 25545 and 25546 providing for "Vacation of Portion of South Princeton Avenue Between West 25th Place and Stevenson Expressway" be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

"Whereas, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

Section 1. That all that part of South Princeton Avenue lying west of the west line of Lot 35 in Block 1; lying east of the east line of Lot 43 in Block 2; lying north of a line drawn from the southwest corner of Lot 35 in Block 1 to the southeast corner of Lot 43 in Block 2; and lying south of the following described line: Beginning at a point on the west line of Lot 35 in Block 1 which is 33.00 feet north of the southwest corner of said Lot 35 (as measured on the west line thereof); thence west perpendicular to the west line of said Lot 35 to the center line of South Princeton Avenue; thence south along the center line of South Princeton Avenue to its intersection with a line drawn perpendicular to the east line of Lot 43 through a point which is 24.00 feet north of the southeast corner of Lot 43 in Block 2 (as measured on the east line thereof); thence west on said last described perpendicular line and terminating at the east line of Lot 43 in Block 2, all in Poyntz's Subdivision of the south 20 acres of the west half of the northeast quarter of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public street herein vacated being further described as that part of South Princeton Avenue lying between the southerly line of the Stevenson Expressway and the north line of West 25th Place as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

Section 2. The vacation herein provided for is made upon the express condition that within 450 days after the passage of this ordinance, Peter Karagianes and Frances Karagianes shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Seven Thousand One Hundred Twenty-five and no/100 Dollars less Seven Hundred Fifty and no/100 Dollars (appraisal fee paid by applicant) equals Six Thousand Three Hundred Seventy-five and no/100 Dollars (\$6,375.00), which sum in the judgment of this body will be equal to such benefits.

Section 3. The vacation herein provided for is made upon the express condition that within 450 days after the passage of this ordinance, Peter Karagianes and Frances Karagianes shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

Section 4. This ordinance shall take effect and be in force from and after its passage.

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

[Drawing attached to this ordinance printed on  
page 16037 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
CHINA TOWN SQUARE SUBDIVISION LOCATED ON  
PORTION OF SOUTH ARCHER AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on February 7, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of China Town Square Subdivision located on the northerly side of South Archer Avenue, between South Wentworth Avenue and West Cermak Road.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

(Continued on page 16038)

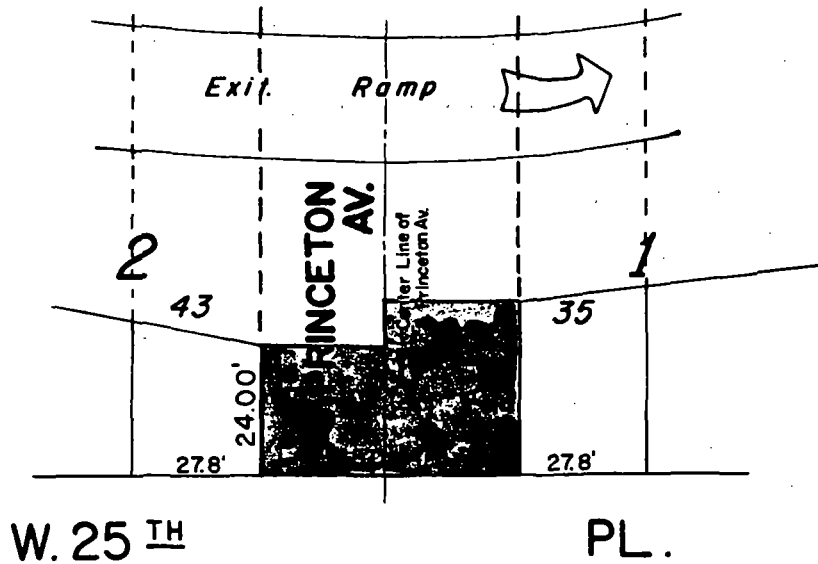
Ordinance associated with this drawing printed on pages 16031 through 16036 of this Journal.

Poyntz's Sub. of the S. 20 acres of the W. 1/2 of the N.E. 1/4 of Sec. 28-39-14.

Dr. No. 28-1-88-1233 Rev. April 22, 1988



I 55 STEVENSON EXPRESSWAY



(Continued from page 16036)

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of China Town Square Subdivision located on the northerly side of South Archer Avenue, between South Wentworth Avenue and West Cermak Road, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 21-1-90-1456).

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

[Plat attached to this ordinance printed on  
page 16039 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
CITY PLACE SUBDIVISION ON PORTIONS OF WEST  
HURON STREET, NORTH MICHIGAN AVENUE  
AND NORTH RUSH STREET.

The Committee on Streets and Alleys submitted the following report:

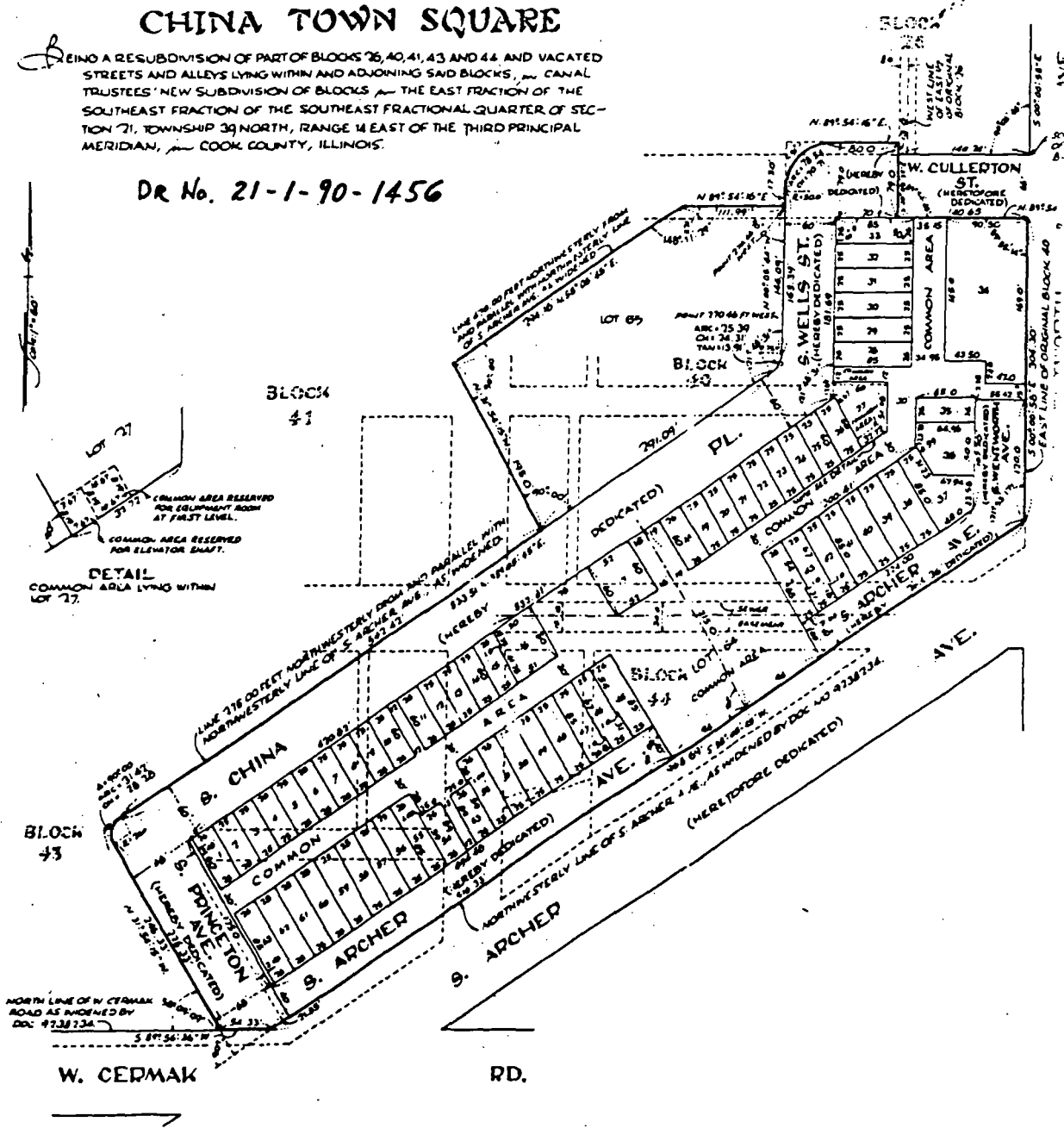
(Continued on page 16040).

Ordinance associated with this plat printed on pages 16036 through 16038 of this Journal.

### CHINA TOWN SQUARE

BEING A RESUBDIVISION OF PART OF BLOCKS 26, 40, 41, 43 AND 44 AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS, THE CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS AND THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST QUARTER OF SECTION 71, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

DR No. 21-1-90-1456



LOT 27

COMMON AREA RESERVED FOR EQUIPMENT ROOM AT FIRST LEVEL.

COMMON AREA RESERVED FOR ELEVATOR SHAFT.

DETAIL

COMMON AREA LYING WITHIN LOT 27.

(Continued from page 16038)

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 6, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of City Place Subdivision having a frontage of 225.61 feet along the south line of West Huron Street, also having a frontage of 78.0 feet along the west line of North Michigan Avenue and 78.0 feet along the east line of North Rush Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuller, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of City Place Subdivision having a frontage of 225.61 feet along the south line of West Huron Street, also having a frontage of 78.0 feet along the west line of North Michigan Avenue and 78.0 feet along the east line of North Rush Street, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 10-42- 90-1474).

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

[Plat attached to this ordinance omitted for printing purposes but  
on file and available for public inspection in  
the Office of the City Clerk.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
EMBASSY CLUB RESUBDIVISION UNIT FOUR ON  
PORTION OF NORTH GREENVIEW AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 21, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Embassy Club Resubdivision Unit Four, located between a line 95.0 feet north and a line 294.70 feet north of the north line of West Wrightwood Avenue and having a frontage of 199.70 feet along the east line of West Greenview Avenue and a depth of 332.67 feet.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schullter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Embassy Club Resubdivision Unit Four, located between a line 95.0 feet north and a line 294.70 feet north of the north line of West Wrightwood Avenue and having a frontage of 199.70 feet along the east line of North Greenview Avenue and a depth of 332.67 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 29-43-90-1468).

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

[Plat attached to this ordinance omitted for printing purposes  
but on file and available for public inspection in  
the Office of the City Clerk.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT  
OF MARIE SKLODOWSKI CURIE RESUBDIVISION ON  
PORTION OF SOUTH RUTHERFORD AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 21, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Marie Sklodowski Curie Resubdivision located 165.68 feet



north of the north line of West 62nd Street having a frontage of 60 feet along the west side of South Rutherford Avenue and a depth of 125.48 feet.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Marie Sklodowski Curie Resubdivision located 165.68 feet north of the north line of West 62nd Street having a frontage of 60 feet along the west side of South Rutherford Avenue and a depth of 125.48 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 18-23-90-1469).

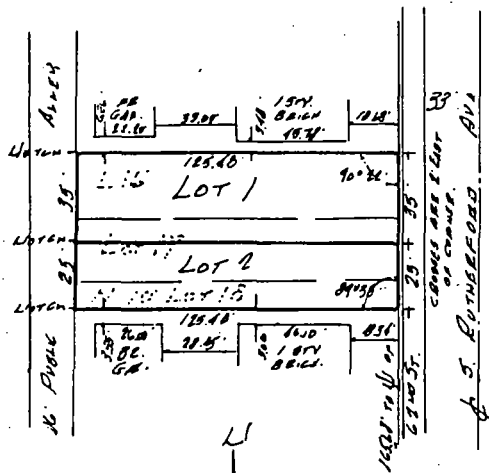
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on  
page 16044 of this Journal.]

Ordinance associated with this plat printed on pages 16042 through 16045 of this Journal.

# MARIE SKLODOWSKA CURIE RESUBDIVISION

OF Lots 16, 17 and the North 10 Feet of Lot 18 in Block 13 in Frederick H. Bartlett's 63rd Street Industrial District, a Subdivision of the West 1/2 of the South-East 1/4 of Section 18, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



DR.No. 18-23-90-1469

State of Illinois )  
County of Cook ) ss.

The undersigned, Marquette National Bank, Trustee under the terms of a certain Trust Agreement dated May 17, 1988 and known as Trust Number 11907, do hereby certify that it is as such Trustee, the holder of record title to the property described in the caption to the Plat hereon drawn, and that as such owner, it has caused the said property to be surveyed and divided into the sections shown.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1990  
By: \_\_\_\_\_ Title: \_\_\_\_\_  
Attest: \_\_\_\_\_ Title: \_\_\_\_\_

State of Illinois )  
County of Cook ) ss.

I, \_\_\_\_\_ a Notary Public, in and for the County in the State aforesaid do hereby certify that:

Title: \_\_\_\_\_  
and, Title: \_\_\_\_\_

of the Marquette National Bank both personally know by me to be the same persons whose names are subscribed to the foregoing certificate as such:

and  
examined before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth, and the said: \_\_\_\_\_ did also then and there acknowledge that he is the holder of the Corporate Seal of the said Corporation, did affix the said Seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 1990  
By: \_\_\_\_\_ Notary Public

State of Illinois )  
County of Cook ) ss.

I, Kenneth F. Scholin, a Illinois Registered Land Surveyor, do hereby certify that I have surveyed and resubdivided the property hereon described in the caption to the Plat hereon drawn and that the said Plat is a true and correct representation of the same. All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 60 degrees F.

I, Kenneth F. Scholin, further certify that the parcels included in this record of deed are not located in the Special Flood Hazard Area identified for the City of Chicago, Illinois by the Federal Emergency Management Agency on the Flood Insurance Map:

Flood No: \_\_\_\_\_ dated \_\_\_\_\_ 19 \_\_\_\_\_

March 2, 1990  
Kenneth F. Scholin  
5708 S. 74th Ave.  
Summit, Illinois  
60001  
Plat No: 9001A  
*Kenneth F. Scholin*  
Illinois Registered Land Surveyor No. \_\_\_\_\_

Flood Hazard Area information to be completed by the City of Chicago, if required.

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF  
SAINT MARK'S RESUBDIVISION AT NORTHWEST CORNER  
OF SOUTH STATE STREET AND  
WEST 15TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on March 21, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of St. Mark's Resubdivision located at northwest corner of West 15th Street and South State Street having a frontage of 304.71 feet along the west line of South State Street and 222.0 feet along West 15th Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of St. Mark's Resubdivision located at the northwest corner of West 15th Street and South State Street having a frontage of 304.71 feet along the west line of South State Street and 222.0 feet along West 15th Street, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 21-1-90-1465).

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

[Plat attached to this ordinance printed on  
page 16047 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE  
PLAT OF RESUBDIVISION ON PORTION OF  
SOUTH NASHVILLE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 6, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located 118.1 feet south of the south line of West 56th Street having a frontage of 90 feet along the east side of South Nashville Avenue and having a depth of 133.50 feet.

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

Respectfully submitted,

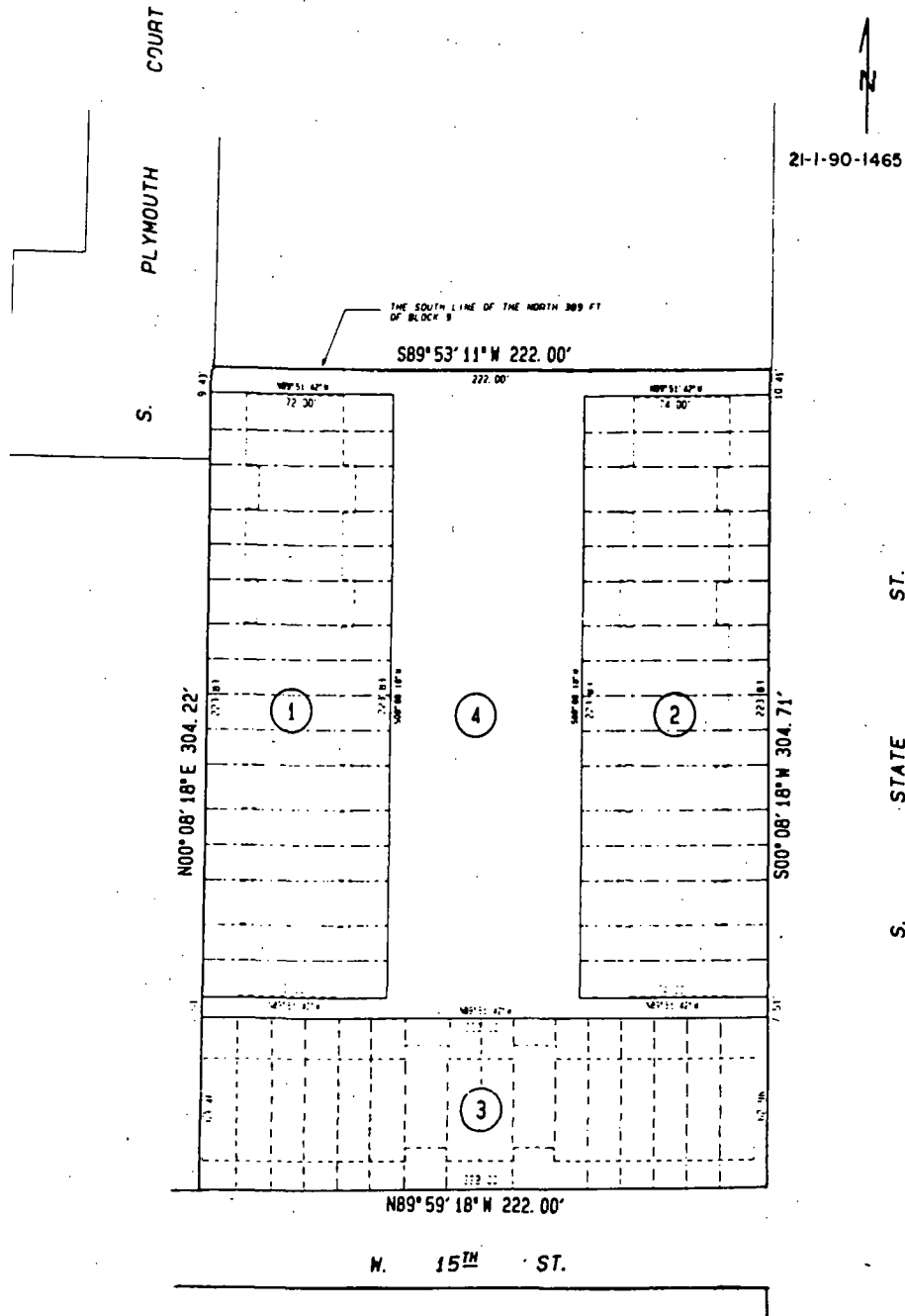
(Signed) PATRICK J. LEVAR,  
*Chairman.*

(Continued on page 16048)

Ordinance associated with this plat printed on pages 16045 through 16046 of this Journal.

PROPOSED  
ST. MARK'S RESUBDIVISION

BEING A RESUBDIVISION OF BLOCK 9, EXCEPT THE NORTH 309 FT. THEREOF, IN DEARBORN PARK UNIT N.J. 2, BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



(Continued from page 16046)

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located 118.1 feet south of the south line of West 56th Street having a frontage of 90 feet along the east side of South Nashville Avenue and having a depth of 133.50 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 18-23-90-1471).

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

[Plat attached to this ordinance printed on  
page 16049 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE  
PLAT OF RESUBDIVISION ON PORTION  
OF WEST 60TH PLACE.

The Committee on Streets and Alleys submitted the following report:

(Continued on page 16050)

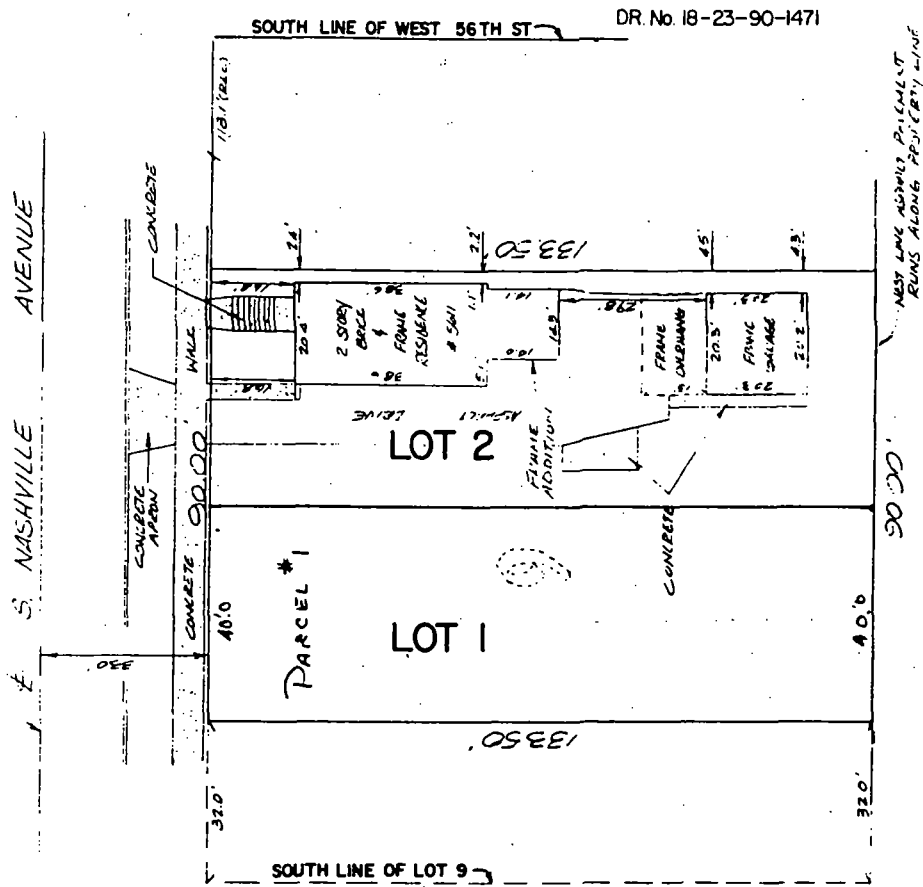
Ordinance associated with this plat printed on pages 16046 through 16048 of this Journal.

### PROPOSED PLAT OF RESUBDIVISION OF

LOT 9 (EXCEPT THE SOUTH 32 FEET) IN BLOCK 57 IN THE RESUBDIVISION OF F. H. BARTLETT'S FOURTH ADDITION TO BARTLETT HIGHLANDS, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1:

The North 40 feet of the South 72 feet of Lot 9 in Block 57 etc



QUALITY SURVEYS QUICK SERVICE

# LANDIRKS CO

7322 W 80th Street  
Bridgeview, IL 60455

LANDMARK ENGINEERING CORPORATION  
Phone: 568-3737

STATE OF ILLINOIS  
COUNTY OF COOK

I, Wayne W. Nelson, Illinois Registered Land Surveyor No. 7156 do hereby certify that I have surveyed the tract of land above described, and that the herein drawn plat is a correct representation thereof.

Dated This 5th Day of March, 1990

Wayne W. Nelson

NOTES: 1. All corners, marks, etc., shown herein, should be carefully identified and compared with each other upon the ground by the holder in order to prevent the possibility of misinterpretation. 2. Some such items should be used in connection with all other and with this plat. 3. All statements should be properly recorded in the Recorder's Office and a copy of this plat should be filed in the Recorder's Office. 4. Dimensions shown are given in feet and decimals, rounded to 66 hundredths of an inch, unless otherwise noted. 5. All measurements should be made on the basis of the plat shown. 6. This representation of actual survey should be considered only as a summary of the actual survey. 7. All statements should be made on the basis of the actual survey. 8. The holder of this plat should be advised that this plat is not a deed, mortgage, or other instrument, and that it is not to be used as such.

(Continued from page 16048)

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 25, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located 237.63 feet west of the west line of South Hamlin Avenue having a frontage of 30.50 feet along the north line of West 60th Place and a depth of 124.80 feet.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision located 237.63 feet west of the west line of South Hamlin Avenue having a frontage of 30.50 feet along the north line of West 60th Place and a depth of 124.80 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 14-13-90-1479).



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

[Plat attached to this ordinance printed on page  
16052 of this Journal.]

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SUPERINTENDENT OF MAPS DIRECTED TO APPROVE  
PLAT OF SUBDIVISION ON PORTION OF  
WEST 114TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 25, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of subdivision located 350.0 feet west of the west line of South Homan Avenue having a frontage of 50.0 feet along the south line of West 114th Street and a depth of 391.80 feet.

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

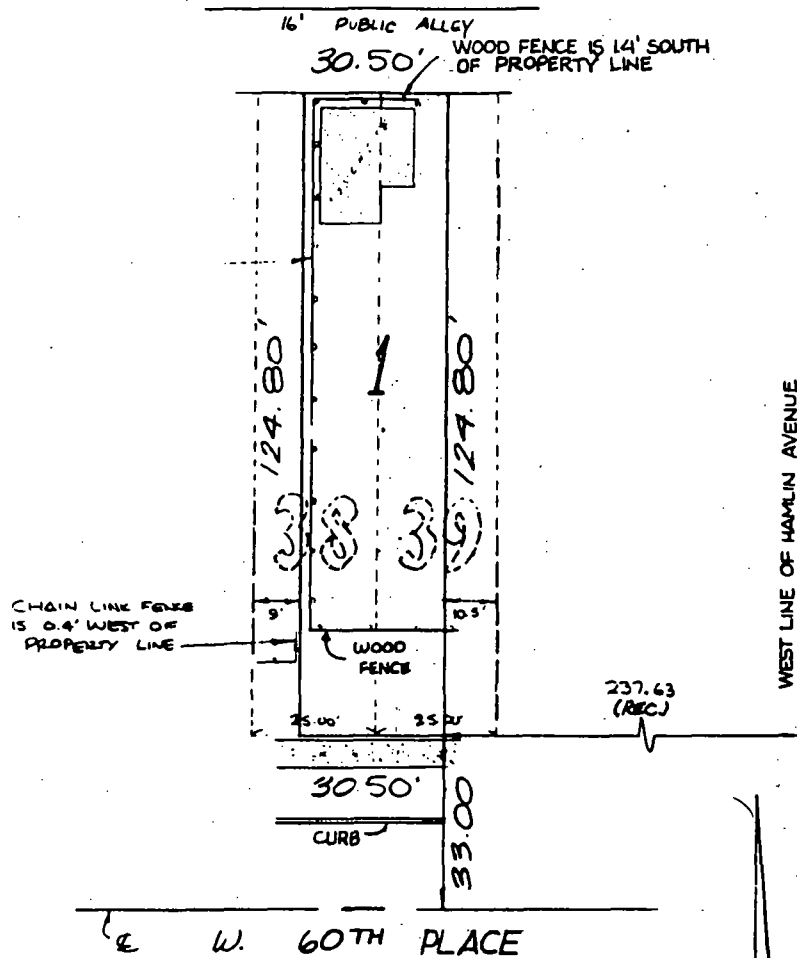
(Continued on page 16053)

Ordinance associated with this plat printed on pages 16048 through 16051 of this Journal.

### PLAT OF RESUBDIVISION OF

LOT 38 (EXCEPT THE WEST 9 FEET THEREOF) AND LOT 39 (EXCEPT THE EAST 10 FEET THEREOF) IN BLOCK 10 IN LEVI EBERHART'S SUBDIVISION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DR. No. 14-13-90-1479



QUALITY SURVEYS

QUICK SERVICE

# LANDIRKS CO

7322 W. 50th Street  
Bridgeview, IL 60455

LANDMARK SURVEYS CORPORATION  
Phone: 588-1727

STATE OF ILLINOIS  
COUNTY OF COOK

I, Mark E. Landirks, Illinois Registered Professional Surveyor No. 288, do hereby certify that I have surveyed the tract of land above described, and that the herein shown plat is a correct representation of the same.

*[Handwritten Signature]*  
 Date: *[Handwritten Date]*

THIS PLAN AND ALL PARTS THEREOF, AND ALL INFORMATION CONTAINED HEREIN, SHALL BE CONSIDERED TO BE THE PROPERTY OF LANDIRKS COMPANY AND SHALL REMAIN THE PROPERTY OF LANDIRKS COMPANY UNLESS OTHERWISE SPECIFIED. NO PART OF THIS PLAN OR INFORMATION CONTAINED HEREIN SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LANDIRKS COMPANY. LANDIRKS COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS PLAN OR INFORMATION CONTAINED HEREIN, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEN. LANDIRKS COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR FROM THIS PLAN OR INFORMATION CONTAINED HEREIN, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEN.

(Continued from page 16051)

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of subdivision located 350.0 feet west of the west line of South Homan Avenue having a frontage of 50.0 feet along the south line of West 114th Street and a depth of 391.80 feet, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 23-19-90-1477).

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

[Plat attached to this ordinance printed on  
page 16054 of this Journal.]

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PORTION OF SOUTH INDIANA AVENUE TO RECEIVE  
HONORARY DESIGNATION OF  
"ELLIS-AKINES DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

(Continued on page 16055)

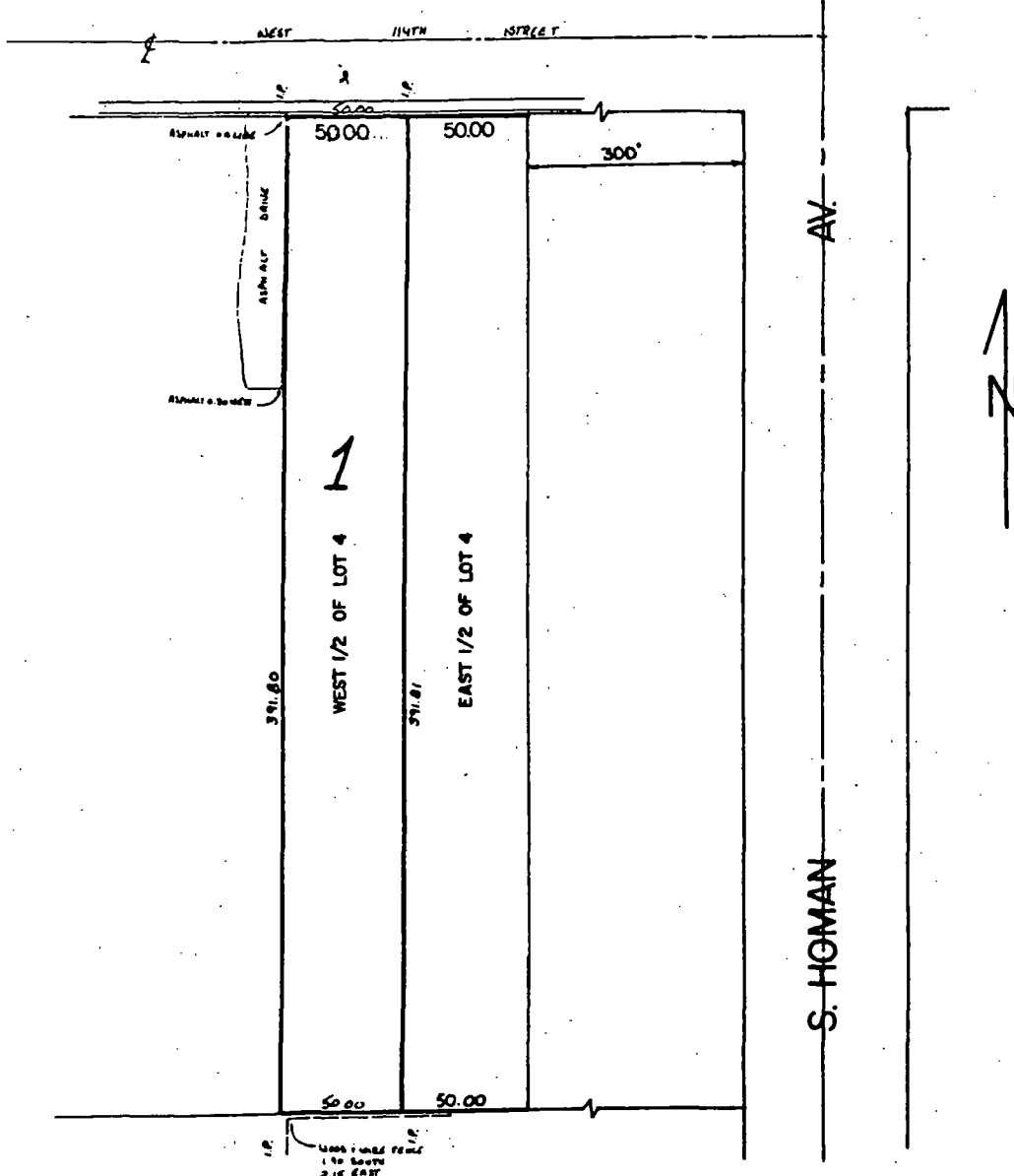
Ordinance associated with this plat printed on pages 16051 through 16053 of this Journal.

SCHOMIG LAND SURVEYORS, LTD.  
PROPOSED SUBDIVISION

3608 S. 74th Avenue  
Summit, Illinois 60501  
(708) 458-4129

The West 1/2 of Lot 4 in Block 6 in Robertson and Young's Second Addition to Morgan Park in the North East Quarter of Section 23, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

DR. No. 23-19-90-1477



Refer to Title Policy for items of record not shown. Consult local authorities for building lines established by local ordinances. Only prints with an embossed seal are official copies. Do not scale dimensions from this plat. Check Legal Description with deed and report any discrepancy immediately. This plat is not transferable.

Surveyed 3-7 1990  
Building Located VACANT 1990  
Surveyed by TERRY McMAHON



STATE OF ILLINOIS |  
COUNTY OF COOK | ss.

We, SCHOMIG LAND SURVEYORS, LTD, as Illinois Registered Land Surveyors, hereby certify that we have surveyed the property described in the caption to the plat hereon drawn and that the said plat is a true and correct representation of the same.

All dimensions are in feet and decimal parts of a foot and are correct at a temperature of 68 degrees Fahrenheit. Dimensions shown on buildings are to the outside of buildings.

I. P. = Iron Pipe  
C. L. F. = Chain Link Fence

*Russell W. Schomig*  
Russell W. Schomig  
Registered Land Surveyor

(Continued from page 16053)

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 6, 1990) that South Indiana Avenue is hereby honorarily designated as "Ellis-Akines Drive" from East 35th Street to East 36th Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That South Indiana Avenue is hereby honorarily designated as "Ellis-Akines Drive" from East 35th Street to East 36th Street.

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

PORTION OF SOUTH GREEN STREET TO RECEIVE  
HONORARY DESIGNATION OF  
"VNA BOULEVARD".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 25, 1990) that the Commissioner of Public Works shall take the necessary action for standardization of South Green Street between West Jackson Boulevard and West Van Buren Street and be given the honorary street name of "VNA Boulevard".

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of Proceedings of said date, which authorizes erection

of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Green Street between West Jackson Boulevard and West Van Buren Street as "VNA Boulevard" (No. 17-1-90-1476).

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

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PORTION OF SOUTH MUSKEGON AVENUE TO RECEIVE  
HONORARY DESIGNATION OF "WHEATIES DRIVE"  
OR "WHEATIES BOULEVARD".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 25, 1990) that the Commissioner of Public Works shall take the necessary action for standardization of South Muskegon Avenue between East 104th and East 106th Streets and be given the honorary street name of "Wheaties Drive" or "Wheaties Boulevard".

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays -- None.*

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Muskegon Avenue between East 104th and East 106th Streets as "Wheaties Drive" or "Wheaties Boulevard".

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

---

PORTION OF ALLEY BEHIND 2212 NORTH LINCOLN AVENUE  
TO RECEIVE HONORARY DESIGNATION OF  
"SZATHMARY LANE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on April 6, 1990) pursuant to an ordinance passed by the City Council on December 3, 1984, pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs. The Commissioner of Public Works shall take the necessary action for establishment of an honorary name for the alley behind 2212 North Lincoln Avenue to be named "Szathmary Lane".

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 Gabinski, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for establishment of an honorary name for the alley behind 2212 North Lincoln Avenue to be named "Szathmary Lane".

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

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EXEMPTION OF VARIOUS BUSINESSES FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances and order transmitted herewith (referred on March 21 and April 6, 1990) that the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit alley ingress and/or egress to specified parking facilities.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

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

*Mr. Steve Gallo.*

*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 Steve Gallo, 2751 West Belmont Avenue (said location contains several businesses) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

*Gatling's Funeral Home.*

*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 Gatling's Funeral Home, 10133 South Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

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*Leona's, Incorporated.*

*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 Leona's, Incorporated, 6935 North Sheridan Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

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*Mount Greenwood Library*

*Ordered,* That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to the parking facility for Mount Greenwood Library, located at 11014 South Kedzie Avenue.

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INSTALLATION OF HANDICAPPED CURBING AT  
10636 SOUTH CHURCH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on April 6, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration for "Handicapped Curbing" at 10636 South Church Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuler, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration for "Handicapped Curbing" at 10636 South Church Street.

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ESTABLISHMENT OF DEPRESSED CURBING ON PORTIONS  
OF WEST 103RD STREET AND SOUTH  
HAMLIN AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on February 7, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to the establishment of "Depressed Curbing" on the north side of West 103rd Street and South Hamlin Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the establishment of "Depressed Curbing" on the north side of West 103rd Street and South Hamlin Avenue.

PERMISSION TO EXTEND CANOPY OVER PUBLIC WAY AT  
6949 WEST 63RD PLACE FOR SAINT RENEE  
CHURCH CARNIVAL.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on April 25, 1990) that the Commissioner of Public Works is hereby authorized to grant permission to Saint Renee Church to extend a canopy from the parish grounds over the sidewalk at approximately 6949 West 63rd Place, in conjunction with their carnival which will be conducted on parish grounds for the period of June 1 through June 11, 1990.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schuller, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Renee Church, 6949 West 63rd Place, to extend a canopy from the parish grounds over the sidewalk at approximately 6949 West 63rd Place, in

conjunction with their carnival which will be conducted on parish grounds for the period of June 1 through June 11, 1990.

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ISSUANCE OF PERMITS TO INSTALL FLOWER BOXES AND  
PLANTERS AT 1152 NORTH LA SALLE STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on April 6, 1990) that the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Cityplace on LaSalle Association, to install four flower boxes and two planters on the public way adjacent to the premises at 1152 North LaSalle Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Cityplace on LaSalle Association, 1152 North LaSalle Street, Chicago, Illinois, to install four flower boxes and two planters on the public way adjacent to the premises commonly known as 1152 North LaSalle Street, subject to the approval of plans, and on the conditions that the adjacent property owners shall assume full responsibility for maintenance, and shall insure, save, and hold harmless the City of Chicago from all liability.

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ISSUANCE OF PERMIT FOR LANDSCAPING AT  
301 -- 325 WEST WISCONSIN STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on April 25, 1990) that the Commissioner of Public Works is hereby authorized to issue the necessary permit to the Old Town Triangle Association, to plant flowers and ground cover and install wrought iron fencing on the public way in front of the building known as 301 -- 325 West Wisconsin Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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



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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to the Old Town Triangle Association, to plant flowers and ground cover, and install wrought iron fencing on the public way in front of the buildings commonly known as 301 -- 325 West Wisconsin Street, subject to the approval of plans, without compensation, and on the condition that the adjacent property owners shall indemnify, insure, and hold harmless the City of Chicago from all liabilities.

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AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS BY  
SPECIAL ASSESSMENT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys, to which had been referred thirty-nine proposed ordinances recommended by the Board of Local Improvements, recommends that the City Council *Pass* said proposed ordinances transmitted therewith, authorizing alley improvements by special assessment at sundry locations.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,  
*Chairman.*

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

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

*Nays* -- None.

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

The following are descriptive summaries of said improvement ordinances as passed:

*Alleys Between West Addison Street, West Cornelia Avenue,  
North Pioneer Avenue And North Pittsburgh Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Addison Street, West Cornelia Avenue, North Pioneer Avenue and North Pittsburgh Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between South Archer Avenue, South Lyman Street,  
South Keeley Street And South Bonfield Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a ten (10) inch ductile iron pipe sewer with three (3) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between South Archer Avenue, South Lyman Street, South Keeley Street and South Bonfield Street; also that part of the first northeasterly-southwesterly alley southerly of South Archer Avenue from a line parallel with and twelve (12) feet northeasterly-southwesterly of South Keeley Street to the southwesterly line of South Keeley Street; also that part of the second northeasterly-southwesterly alley southerly of South Archer Avenue from a line parallel with and twelve (12) feet northeasterly-southwesterly of South Keeley Street to the southwesterly line of South Keeley Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West Catalpa Avenue, West Rascher Avenue, North Oriole Avenue And North Overhill Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Catalpa Avenue, West Rascher Avenue, North Oriole Avenue and North Overhill Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West Edmaire Street, West 115th Street, South Vincennes Avenue And South Church Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a ten (10) inch ductile iron pipe sewer with three (3) new manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Edmaire Street, West 115th Street, South Vincennes Avenue and South Church Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 115th Street to the north line of West 115th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West George Street, West Wolfram Street, North Sayre Avenue And North Nordica Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West George Street, West Wolfram Street, North Sayre Avenue and North Nordica Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West Howard Street, West Birchwood Avenue, North Ottawa Avenue And North Overhill Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Howard Street, West Birchwood Avenue, North Ottawa Avenue and North Overhill Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of North Ottawa Avenue to the west line of North Ottawa Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet west of the east line of North Overhill Avenue to the east line of North Overhill Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West Montvale Avenue, West Edmaire Street, South Vincennes Avenue And South Church Street.*

An ordinance for constructing a ten (10) inch and a twelve (12) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West Montvale Avenue, West Edmaire Street, South Vincennes Avenue and South Church Street; also that part of the roadway from a line parallel with and twenty-one (21) feet north of the south line of West Montvale Avenue to the south line of West Montvale Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West Edmaire Street to the north line of West Edmaire Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West Talcott Avenue, West Ardmore Avenue, North Odell Avenue and North Oketo Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West Talcott Avenue, West Ardmore Avenue, North Odell Avenue and North Oketo Avenue; also that part of the northwesterly-southeasterly roadway from a line

parallel with and sixteen (16) feet west of the east line of North Oketo Avenue to the east line of North Oketo Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 24th Street, West 24th Place,  
South Kedvale Avenue And South  
Keeler Avenue.*

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 24th Street, West 24th Place, South Kedvale Avenue and South Keeler Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 24th Street to the south line of West 24th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 24th Place to the north line of West 24th Place; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 33rd Street, West 35th Street, South  
Normal Avenue And South Parnell Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with three (3) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 33rd Street, West 35th Street, South Normal Avenue and South Parnell Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 52nd Street, West 53rd Street, South  
Sawyer Avenue And South Spaulding Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 52nd Street, West 53rd Street, South Sawyer Avenue and South Spaulding Avenue; also that part of the roadway from a line parallel with and twenty-one (21) feet north of the south line of West 52nd Street to the south line of West 52nd Street; also that

part of the roadway from a line parallel with and twenty-one (21) feet west of the east line of South Spaulding Avenue to the east line of South Spaulding Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 61st Street, West 61st Place, South  
St. Louis Avenue And South Central Park Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 61st Street, West 61st Place, South St. Louis Avenue and South Central Park Avenue; also that part of the roadway from a line parallel with and thirteen (13) feet west of the east line of South Central Park Avenue to the east line of South Central Park Avenue; also that part of the roadway from a line parallel with and twenty (20) feet east of the west line of South St. Louis Avenue to the west line of South St. Louis Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 81st Street, East 82nd Street, South  
Colfax Avenue And South Kingston Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 81st Street, East 82nd Street, South Colfax Avenue and South Kingston Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet north of the south line of East 81st Street to the south line of East 81st Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 82nd Street, East 83rd Street, South  
Ridgeland Avenue And South East End Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8)

inches of portland cement concrete and otherwise improving the roadway of the alley between East 82nd Street, East 83rd Street, South Ridgeland Avenue and South East End Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 84th Street, West 85th Street, South  
Ashland Avenue And South Marshfield Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 84th Street, West 85th Street, South Ashland Avenue and South Marshfield Avenue; also that part of the roadway from a line parallel with and nineteen (19) feet north of the south line of West 84th Street to the south line of West 84th Street; also that part of the roadway from a line parallel with and nineteen (19) feet south of the north line of West 85th Street to the north line of West 85th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 87th Street, West 88th  
Street, South Ashland Avenue And South  
Marshfield Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 87th Street, West 88th Street, South Ashland Avenue and South Marshfield Avenue; also that part of the north and south roadway from a line parallel with and nineteen (19) feet south of the north line of West 88th Street to the north line of West 88th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Marshfield Avenue to the east line of South Marshfield Avenue; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 87th Street, East 88th Street,  
South Merrill Avenue And South  
Clyde Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 87th Street, East 88th Street, South Merrill Avenue and South Clyde Avenue; also that part of the east-west roadway from a line parallel with and seventeen (17) feet west of the east line of South Clyde Avenue to the east line of South Clyde Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between East 87th Street, East 88th Street,  
South Paxton Avenue And South  
Merrill Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 87th Street, East 88th Street, South Paxton Avenue and South Merrill Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet west of the east line of South Merrill Avenue to the east line of South Merrill Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 88th Street, East 89th Street,  
South Bennett Avenue And South  
Constance Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 88th Street, East 89th Street, South Bennett Avenue and South Constance Avenue; in the City of Chicago, County of Cook and State of Illinois.



*Alley Between East 88th Street, East 89th Street,  
South Constance Avenue And  
South Cregier Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 88th Street, East 89th Street, South Constance Avenue and South Cregier Avenue; also that part of the north and south roadway from a line parallel with and seventeen (17) feet south of the north line of East 89th Street to the north line of East 89th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 88th Street, East 89th Street,  
South Dorchester Avenue And  
South Kenwood Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 88th Street, East 89th Street, South Dorchester Avenue and South Kenwood Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of East 88th Street to the south line of East 88th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of East 89th Street to the north line of East 89th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 88th Street, East 89th Street,  
South Paxton Avenue And South  
Merrill Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 88th Street, East 89th Street, South Paxton Avenue and South Merrill Avenue; also that part of the north and south roadway from a line parallel with and seventeen (17) feet south of the north line of East 89th Street to the north line of East 89th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alley Between East 89th Street, East 90th Street, South  
Cregier Avenue And South Ridgeland Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) concrete manhole and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 89th Street, East 90th Street, South Cregier Avenue and South Ridgeland Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet south of the north line of East 90th Street to the north line of East 90th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley In Block Bounded By West 89th Street, West 90th Street,  
South May Street And South Racine Avenue.*

An ordinance for constructing a ten (10) inch and a twelve (12) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving a 13-foot 4-inch north and south alley roadway from the north line of West 90th Street to a point parallel with and five hundred thirty (530) feet north of the north line of West 90th Street to the north line of West 90th Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of West 90th Street to the north line of West 90th Street, in the block bounded by West 89th Street, West 90th Street, South May Street and South Racine Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 90th Street, East 91st Street, South  
Cregier Avenue And South Ridgeland Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 90th Street, East 91st Street, South Cregier Avenue and South Ridgeland Avenue; also that part of the roadway from a line parallel with and seventeen (17) feet north of the south line of East 90th Street to the south line of East 90th Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between East 90th Street, East 91st Street,  
South Dobson Avenue And South  
Ellis Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 90th Street, East 91st Street, South Dobson Avenue and South Ellis Avenue; also that part of the north and south alley from a line parallel with and eighteen (18) feet south of the north line of East 91st Street to the north line of East 91st Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Dobson Avenue to the west line of South Dobson Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South Ellis Avenue to the east line of South Ellis Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 90th Street, West 91st Street,  
South Ashland Avenue And South  
Marshfield Avenue.*

An ordinance for constructing a ten (10) inch and a twelve (12) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 90th Street, West 91st Street, South Ashland Avenue and South Marshfield Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of West 90th Street to the south line of West 90th Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of West 91st Street to the north line of West 91st Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between East 93rd Street, East 94th Street  
(Produced West), South Bennett Avenue And  
South Constance Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys

between East 93rd Street, East 94th Street (produced west), South Bennett Avenue and South Constance Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley In Block Bounded By East 93rd Street, East  
94th Street, South Yates Avenue And South  
Oglesby Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the north and south alley in the block bounded by East 93rd Street, East 94th Street, South Yates Avenue and South Oglesby Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 98th Street, East 99th Street, South  
Ellis Avenue And South Ingleside Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 98th Street, East 99th Street, South Ellis Avenue and South Ingleside Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of East 98th Street to the south line of East 98th Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between East 101st Place, East 102nd Street, South  
Michigan Avenue And South State Street.*

An ordinance for constructing a ten (10) inch and a twelve (12) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 101st Place, East 102nd Street, South Michigan Avenue and South State Street; also that part of the first north-south roadway east of South State Street from a line parallel with and 18 feet north of the south line of East 101st Place to the south line of East 101st Place; also that part of the first north-south roadway

east of South State Street from a line parallel with and 18 feet south of the north line of East 102nd Street to the north line of East 102nd Street; also that part of the second north-south roadway east of South State Street from a line parallel with and 18 feet south of the north line of East 102nd Street to the north line of East 102nd Street; also that part of the first north-south roadway west of South Michigan Avenue from a line parallel with and 18 feet north of the south line of East 101st Place to the south line of East 101st Place; also that part of the first north-south roadway west of South Michigan Avenue from a line parallel with and eighteen (18) feet south of the north line of East 102nd Street to the north line of East 102nd Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between East 101st Street, East 102nd Street, South  
Yates Avenue And South Oglesby Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between East 101st Street, East 102nd Street, South Yates Avenue and South Oglesby Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of East 102nd Street to the north line of East 102nd Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between East 102nd Street, East 103rd Street, South  
Calumet Avenue And South Forest Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between East 102nd Street, East 103rd Street, South Calumet Avenue and South Forest Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of East 102nd Street to the south line of East 102nd Street; in the City of Chicago, County of Cook and State of Illinois.

*Alleys Between West 103rd Street, West 104th Street, South  
Green Street And South Peoria Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with three (3) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 103rd Street, West 104th Street, South Green Street and South Peoria Street; also that part of the east and west roadway from a line parallel with and twenty-five (25) feet west of the east line of South Peoria Street to the east line of South Peoria Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of South Green Street to the west line of South Green Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alley Between West 109th Street, West 109th Place, South  
Hamlin Avenue And South Springfield Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between West 109th Street, West 109th Place, South Hamlin Avenue and South Springfield Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 112th Place, West 113th Place, South  
Loomis Street And South Bishop Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and four (4) new concrete catchbasins complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 112th Place, West 113th Place, South Loomis Street and South Bishop Street; also that part of the first east-west roadway north of West 113th Place from a line parallel with and 18 feet east of the west line of South Loomis Street to the west line of South Loomis Street; also that part of the first east-west roadway north of West 113th Place from a line parallel with and 18 feet west of the east line of South Bishop Street to the east line of South Bishop Street; also that part of the second east-west roadway north of West 113th Place from a line parallel with and 18 feet east of the west line of South Loomis Street to the west line of South Loomis Street; also that part of the second roadway north of West 113th Place from a line parallel with and 18 feet west of the east line of South Bishop

Street to the east line of South Bishop Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 114th Place, West 115th Street, South  
Aberdeen Street And South May Street.*

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 114th Place, West 115th Street, South Aberdeen Street and South May Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of South May Street to the east line of South May Street; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 120th Street, Illinois Central Railroad,  
South Stewart Avenue And South Eggleston Avenue.*

An ordinance for constructing a ten (10) inch tile pipe sewer and a ten (10) inch ductile iron pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete -- grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between West 120th Street, Illinois Central Railroad, South Stewart Avenue and South Eggleston Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of West 120th Street to the south line of West 120th Street; also that part of the roadway from a line parallel with and eighteen (18) feet west of the east line of South Eggleston Avenue to the east line of South Eggleston Avenue; in the City of Chicago, County of Cook and State of Illinois.

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*Alleys Between West 123rd Street, West 124th Street,  
South Perry Avenue And South LaSalle Street.*

An ordinance for grading, paving and otherwise improving the roadways of the alleys between West 123rd Street, West 124th Street, South Perry Avenue and South LaSalle Street; in the City of Chicago, County of Cook and State of Illinois.

*Re-Referred* -- PERMISSION TO CONDUCT HYDE PARK-KENWOOD  
COMMUNITY CONFERENCE ART FAIR ON PORTION  
OF EAST 57TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys, to which was referred on April 25, 1990, an order that the Commissioner of Public Works is hereby authorized and directed to grant permission to Hyde Park-Kenwood Community Conference, to conduct a community art fair for the period of June 2 -- 3, 1990, during the hours of 7:00 A.M. and 7:30 P.M. on East 57th Street, from South Dorchester Avenue to South Kenwood Avenue, begs leave to recommend that Your Honorable Body *Re-Refer* this order to the Committee on Beautification and Recreation.

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 Gabinski, the committee's recommendation was *Concurred In* and the said proposed order was *Re-Referred to the Committee on Beautification and Recreation* by yeas and nays as follows:

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

*Nays* -- None.

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



*Re-Referred* -- PERMISSION TO CONDUCT UNIVERSITY OF  
CHICAGO TELECOMMUNICATIONS MEETING ON  
PORTION OF SOUTH ELLIS AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys, to which was referred an order (referred on April 25, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to John Barker, University of Chicago, for the conduct of University of Chicago Telecommunications meeting on South Ellis Avenue, from East 57th Street to East 59th Street (east side) on Friday, April 27, 1990 during the hours of 6:00 A.M. and 5:00 P.M., begs leave to recommend that Your Honorable Body *Re-Refer* this order to the Committee on Beautification and Recreation.

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 Gabinski, the committee's recommendation was *Concurred In* and the said proposed order was *Re-Referred to the Committee on Beautification and Recreation* by yeas and nays as follows:

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

*Nays* -- None.

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

*Re-Referred* -- PERMISSION TO CONDUCT UNIVERSITY OF  
CHICAGO WOMEN'S BOARD MEETING ON PORTION  
OF EAST 59TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, May 11, 1990.

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

Your Committee on Streets and Alleys, to which was referred an order (referred on April 25, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Lee Caldwell, Director of Security, University of Chicago, 5555 South Ellis Avenue, for the conduct of the University of Chicago Women's Board Meeting on East 59th Street, from South Woodlawn Avenue to South Kenwood Avenue on Monday, May 7, 1990 during the hours of 6:30 A.M. to 12:00 P.M., begs leave to recommend that Your Honorable Body *Re-Refer* this order to the Committee on Beautification and Recreation.

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 Gabinski, the committee's recommendation was *Concurred In* and the said proposed order was *Re-Referred to the Committee on Beautification and Recreation* by yeas and nays as follows:

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

*Nays* -- None.

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

**AGREED CALENDAR.**

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On motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

Alderman Beavers 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.  
JOHN CANNATELLO ON OCCASION OF THEIR  
TWENTY-FIFTH WEDDING  
ANNIVERSARY.**

WHEREAS, John and Nicki Cannatello were joined in marriage on the 12th day of September in the year 1964, at Saint Anthony Church in Chicago, Illinois; and

WHEREAS, During their twenty-five years of wedded bliss they have raised three loving and beautiful daughters, Gina, Nicki and Adeline; and

WHEREAS, John and Nicki Cannatello are longtime friends of the great 11th Ward of the City of Chicago; and

WHEREAS, John and Nicki Cannatello exemplify the goals to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are key factors in an inevitable twenty-five years of marriage; and

WHEREAS, Friends and family gathered together on the 18th day of November in the year 1989 at the Martinique, in Evergreen Park, Illinois, to show their love and admiration of John and Nicki Cannatello; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 16th day of May in 1990, do hereby extend our heartiest congratulations to John and Nicki Cannatello on this very happy occasion of their twenty-fifth 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 John and Nicki Cannatello.

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*CONGRATULATIONS EXTENDED TO REVEREND JAMES MC GOURTY  
ON OCCASION OF THIRTY-EIGHTH ANNIVERSARY  
OF HIS ORDINATION.*

WHEREAS, Reverend James McGourty attended Quigley and Mundelein Seminaries; and

WHEREAS, Reverend James McGourty was ordained on May 1, 1952; and

WHEREAS, Reverend James McGourty has been an Associate Pastor at Nativity of Our Lord Church in the great 11th Ward of the fine City of Chicago and has served the community since July, 1985; and

WHEREAS, Friends, family and the parishioners have gathered together on May 31, 1990 to honor Reverend James McGourty and wish him well in his retirement years and congratulate him on this special occasion of his thirty- eighth anniversary of his ordination and commitment to God's service; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 16th day of May in 1990, do hereby extend our heartiest congratulations on this happy occasion and may we also extend our very best wishes to him in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Reverend James McGourty.

*CONGRATULATIONS EXTENDED TO REVEREND EDWARD P. O'BRIEN  
ON OCCASION OF THIRTY-EIGHTH ANNIVERSARY  
OF HIS ORDINATION.*

WHEREAS, Reverend Edward P. O'Brien attended Quigley and Mundelein Seminaries;  
and

WHEREAS, Reverend Edward P. O'Brien was ordained on May 1, 1952; and

WHEREAS, As priest, Reverend O'Brien served at Saint Gerald, Oak Lawn and served  
four years as an Associate Pastor at Saint Alphonso's Ligouri Church, Prospect Heights,  
Illinois; and

WHEREAS, Reverend Edward P. O'Brien also served as Chaplain at Mercy Hospital  
and Medical Center, Chicago for eight years; and

WHEREAS, Reverend Edward P. O'Brien was appointed Pastor of Nativity of Our Lord  
Church, in the great 11th Ward of the fine City of Chicago, on July 1, 1978 after serving  
two years as Associate Pastor; and

WHEREAS, Reverend Edward P. O'Brien is retiring from his position as Pastor after  
serving the community for twelve years; and

WHEREAS, Friends, family and parishioners will gather together on May 31, 1990 to  
honor Reverend Edward P. O'Brien and wish him well in his retirement years and  
congratulate him on this special occasion of his thirty-eighth anniversary of his ordination  
and commitment to God's service; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of  
Chicago, gathered on this 16th day of May in 1990, do hereby extend our heartiest  
congratulations to Reverend Edward P. O'Brien on this very happy occasion and may we  
also extend our very best wishes to him in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for  
Reverend Edward P. O'Brien.

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*CONGRATULATIONS EXTENDED TO BROTHER THEODORE DRAHMANN,  
F.S.C. AS RECIPIENT OF "HUMANITARIAN OF THE  
YEAR" AWARD BY MEMPHIS CHAPTER  
OF NATIONAL CONFERENCE OF  
CHRISTIANS AND JEWS.*

WHEREAS, Brother Theodore Drahmman, F.S.C. is President of Christian Brothers

University, Memphis, Tennessee and has served in that capacity since 1980; and

WHEREAS, Brother Theodore was born in Perham, Minnesota and is a member of the St. Paul, Minnesota province of the Christian Brothers. He received his Bachelor's degree in history from Saint Mary's College, Winona, Minnesota, a Masters degree in Sociology from Loyola University, Chicago, and the professional administration degree of education specialist from the College of Saint Thomas, St. Paul, Minnesota. He also did graduate work at DePaul University, Chicago, and at the Christian Brothers International Center in Rome. Saint Mary's College, Winona, Minnesota awarded him the honorary degree of Doctor of Education in 1983; and

WHEREAS, Brother Theodore served as a teacher from 1949 -- 1956 and Principal from 1956 -- 1962 at De LaSalle High School in Chicago and went on to serve as a teacher and principal in St. Paul, Minnesota; and

WHEREAS, From 1972 to 1978 he was Superintendent of Catholic Schools for the Archdiocese of St. Paul-Minneapolis. In 1978 he began a graduate studies program in nonpublic school administration at the College of Saint Thomas, St. Paul, Minnesota, where he served until his appointment as President of Christian Brothers University in Memphis; and

WHEREAS, Brother Theodore is listed in *Who's Who In America*, *Who's Who in Religion*, *Who's Who in Society* and *American Catholic Who's Who*. He is a member of three scholastic honor societies and is currently serving as a Trustee of Lewis University, Romeoville, Illinois; and

WHEREAS, In Memphis he serves on a number of civic boards, including the Memphis Rotary Club, the National Conference for Christians and Jews, the Memphis Brooks Museum of Art Board of Trustees and is Vice Chairman of Memphis Youth Initiatives, a coordinating group for community support of the Memphis public schools. He is on the Board of Directors for the National Catholic Educational Association and the Association of City Colleges and Universities; and

WHEREAS, In 1988 Brother Theodore received the Meritorious Service Award Medal from the Mayor of Shelby County and the Outstanding Tennessean Award from the Governor of the State; and

WHEREAS, Brother Theodore was named Educator of the Year by the National Catholic Educational Association in 1985; and

WHEREAS, In addition to all of these major accomplishments, Brother Theodore Drahmann was recently awarded the Humanitarian of the Year by the Memphis chapter of the National Conference of Christians and Jews and was honored on April 19, 1990; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 16th day of May in 1990 do hereby extend our heartiest congratulations to Brother Theodore Drahmann, F.S.C. on this memorable occasion of

being acknowledged as Humanitarian of the Year and may we wish him the best and continued success in all his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Brother Theodore Drahmman, F.S.C.

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*CONGRATULATIONS EXTENDED TO FATHER MILLARD O'KEEFE  
ON OCCASION OF TWENTY-FIFTH ANNIVERSARY  
OF HIS ORDINATION.*

WHEREAS, Father Millard O'Keefe was among nineteen men who received the Sacrament of Ordination twenty-five years ago and celebrated his jubilee with a mass on May 4, 1990 in the chapel of Mundelein Seminary; and

WHEREAS, Father O'Keefe has been the Pastor of Saint David's Parish since 1981; and

WHEREAS, Father O'Keefe has served as Associate Pastor of Saint Simeon in Bellwood, Queen of All Saints in Chicago and Saint Cecilia in Mount Prospect; and

WHEREAS, Father O'Keefe is fondly known as "our famous chef" at Saint David's because of his famous cookbook, and is a strong supporter of the Tikvah Institute for Learning Disabilities for Children; and

WHEREAS, Friends, family and parishioners have gathered together on May 19, 1990, to honor Father Millard O'Keefe and congratulate him on this special occasion of his twenty-fifth anniversary of his ordination and commitment to God's service; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 16th day of May in 1990, do hereby extend our heartiest congratulations to Father Millard O'Keefe on this very happy occasion and may we also extend our very best wishes to him in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Father Millard O'Keefe.

*CONGRATULATIONS EXTENDED TO FATHER  
MATTHEW JAMES RUYECHAN  
ON OCCASION OF TENTH  
ANNIVERSARY OF HIS  
ORDINATION.*

WHEREAS, Father Matthew James Ruyechan was born on April 4, 1954 in Rankin, Pennsylvania; and

WHEREAS, Father Matthew James Ruyechan is the loving son of William and Mary and the fond brother of William Thomas, Jr., and was baptized at Saint Mary's Roman Catholic Croation Church; and

WHEREAS, Father Matthew James Ruyechan graduated from Rankin Elementary School and Saint Fidelis High School Seminary in Herman, Pennsylvania; and

WHEREAS, He attended Saint Paul Seminary in Crafton, Pennsylvania and graduated from Duquesne University in 1975; and

WHEREAS, Father Matthew James Ruyechan also attended Theological Studies at Saint Leonard Seminary in Dayton, Ohio and Washington Theological Union in Washington, D.C.; and

WHEREAS, Father Matthew James Ruyechan was ordained May 21, 1980 at his home parish of Saint Mary's in Rankin, Pennsylvania; and

WHEREAS, As a Croation Franciscan, Father Matthew James Ruyechan is in the custody of the Holy Family and has served at Saint Anthony's Croation Monastery and served as an assistant at Saint Augustin's in West Allis, Wisconsin and Sacred Heart Parish in South Chicago, Illinois; and

WHEREAS, Father Matthew James Ruyechan was awarded his first pastorship at Saint Jerome's Church in Chicago, where he is currently stationed; and

WHEREAS, Friends and parishioners have gathered together on Saturday, the 5th day of May in 1990, at Saint Jerome's Church in Chicago to honor Father Matthew James Ruyechan in celebration of his tenth anniversary of his ordination; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago gathered on this 16th day of May in 1990, do hereby extend our heartiest congratulations to Father Matthew James Ruyechan on this very happy occasion of his tenth anniversary and may we also extend our very best wishes to him in the many more years to come; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for Father Matthew James Ruyechan.



*Presented By*

**ALDERMAN BURKE (14th Ward):**

**TRIBUTE TO LATE REVEREND RALPH DAVID ABERNATHY.**

WHEREAS, The Reverend Ralph David Abernathy, longtime aide to the late Dr. Martin Luther King, Jr. and a tireless crusader for civil rights in his own right, passed away on Tuesday, April 17, 1990, at the age of 64; and

WHEREAS, Reverend Abernathy was at Dr. King's side for thirteen years, from the famous 1955 bus boycott in Montgomery until Dr. King died by an assassin's bullet in 1968, fighting fearlessly but peacefully for the rights of blacks and other victims of discrimination; and

WHEREAS, Reverend Abernathy, who founded the Southern Christian Leadership Council with Dr. King in 1957, became its President after Dr. King's death and continued in this position until 1977; and

WHEREAS, Coretta Scott King, Dr. King's widow, saluted Reverend Abernathy, saying "His strength as a tactician and a counselor to Martin during our struggle has been eloquently recorded in Martin's own writings and in the annals of the American civil rights movement."; and

WHEREAS, Many civil rights leaders heralded Reverend Abernathy's contributions to the movement, including Benjamin Hooks, Executive Director of the National Association for the Advancement of Colored People, who said "I know firsthand of the sacrifices he made for the civil rights movement, and that should never be forgotten."; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate the Reverend Ralph David Abernathy as a man of peace who fought fearlessly for justice for all people, and we do hereby extend our sincerest condolences to his wife, Juanita, two sons, Kwame and Illinois State Representative Ralph David Abernathy, III, and two daughters, Juandalynn and Donzaleigh; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of the Reverend Ralph David Abernathy.

---

**TRIBUTE TO LATE MR. JAMES W. ALSDORF.**

WHEREAS, Mr. James W. Alsdorf, Chairman of the Board of the Art Institute of

Chicago from 1975 to 1978, passed away on Saturday, April 21, 1990 at the age of 76; and

WHEREAS, Mr. Alsdorf was a prominent businessman who headed Alsdorf International Limited, an export company founded by his father, and developed the Cory Company into a multi-million dollar firm and the largest glass coffeepot manufacturer in the country; and

WHEREAS, Mr. Alsdorf was a well-known philanthropist who was described by Gaylord Freeman, former Chairman of First National Bank, as "extremely generous to the community and a man"; and

WHEREAS, Mr. Alsdorf was an art collector with his wife, Marilyn, specializing in Oriental art, and served as Vice President of Chicago's Arts Club and the Martin D'Arcy Gallery of Loyola University, on the collectors' committee of the National Gallery in Washington, D.C., and as a member of the International Council of the Museum of Modern Art in New York; and

WHEREAS, Mr. Alsdorf served on the United States Information Agency's Cultural Affairs Committee under Presidents Ronald Reagan and George Bush; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate Mr. James W. Alsdorf for using his love of art to serve the people of this city and this nation, and we do hereby extend our sincerest condolences to his wife, daughter, two sons and six grandchildren; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mr. James W. Alsdorf.

---

*TRIBUTE TO LATE JUDGE NORMAN N. EIGER.*

WHEREAS, Judge Norman N. Eiger, retired judge of the Cook County Circuit Court and a member of the Chicago Senior Citizens Hall of Fame, passed away on Wednesday, May 2, 1990, at the age of 86; and

WHEREAS, Judge Eiger served as Circuit Court Judge for over twenty years before his retirement in 1985, and as Judge of the Municipal Court in Chicago from 1952 to 1964; and

WHEREAS, Judge Eiger devoted his time to teaching others as an adjunct clinical professor at his alma mater, De Paul University Law School; and

WHEREAS, Judge Eiger served in a number of positions during his long career, including Assistant Corporation Counsel for the City of Chicago from 1936 to 1947, and Chairman of the Illinois Board of Review with the Department of Labor from 1948 to 1952; and

WHEREAS, Judge Eiger was also an arbitrator and member of the American Association of Arbitrators, the panel of arbitrators for the Chicago Transit Authority Amalgamated Transit Union Locals 241 and 308, and the Illinois Labor Relations Board; and

WHEREAS, Judge Eiger was an honorary trustee for and a former vice president of the College of Jewish Studies; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate the late Judge Norman N. Eiger for his long and distinguished career, and we do hereby extend our sincerest condolences to his wife, Leona, son, sister and two grandchildren; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Judge Norman N. Eiger.

---

*TRIBUTE TO LATE POLICE LIEUTENANT  
CHARLES E. FITZGERALD.*

WHEREAS, Retired Chicago Police Lieutenant Charles E. Fitzgerald passed away on Tuesday, April 10, 1990, at the age of 82; and

WHEREAS, Lieutenant Fitzgerald was one the most honored detectives in Chicago's history, receiving two bravery citations from the Chicago City Council, five commendations from the Federal Bureau of Investigation, and twenty-four creditable mentions from the Chicago Police Department; and

WHEREAS, Lieutenant Fitzgerald was known by his fellow officers as "the Relentless Pursuer of Evildoers" and put more than 500 criminals behind bars; and

WHEREAS, Lieutenant Fitzgerald joined the Chicago Police Department in 1936 and served for twenty-eight years in various positions, including the head of the Area 6 burglary detail; and

WHEREAS, Lieutenant Fitzgerald continued his pursuit of crime on his own time after his retirement from the department in 1964, helping to convict a felon in Texas in 1973; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate the late Lieutenant Charles E. Fitzgerald for his many years of service to the people of Chicago, and we do hereby extend our sincerest condolences to his wife, Viola, two daughters, three sons, and two granddaughters; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Lieutenant Charles E. Fitzgerald.

---

*TRIBUTE TO LATE MRS. RITA ROSE HEALY.*

WHEREAS, Mrs. Rita Rose Healy, a longtime employee of the City of Chicago, passed away on Sunday, March 4, 1990, at the age of 75; and

WHEREAS, Mrs. Healy served the citizens of Chicago for many years in the Department of Purchasing before her retirement from the city in 1975; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate Mrs. Rita Rose Healy for her years of dedicated service to the city, and we do hereby extend our sincerest condolences to her three daughters, three sons, two sisters, a brother, and five grandchildren; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mrs. Rita Rose Healy.

---

*TRIBUTE TO LATE MRS. ELIZABETH KRAUSE.*

WHEREAS, Mrs. Elizabeth Krause, a resident of South Bend, Indiana, passed away on Wednesday, March 7, 1990, at the age of 78; and

WHEREAS, Mrs. Krause was the wife of Edward "Moose" Krause, former athletic director of the University of Notre Dame, and a supporter of the university and its athletic programs in her own right; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate Mrs. Elizabeth Krause for her enthusiastic support of the university and its programs, and we do hereby extend our sincerest condolences to her husband, daughter, two sons, sister, brother and five grandchildren; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mrs. Elizabeth Krause.

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**CONGRATULATIONS EXTENDED TO MR. SEAN BUCKLEY  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, De LaSalle High School student Sean Buckley will attain the rank of Eagle Scout of the Boy Scouts of America on Sunday, May 20; and

WHEREAS, Mr. Buckley, a member of Saint Rita Troop 600 at Saint Rita Church, collected clothing and reading materials for Catholic Charities for his service project to attain the Eagle rank; and

WHEREAS, Mr. Buckley earned before his eighteenth birthday the twenty-one merit badges necessary to attain the rank of Eagle Scout; and

WHEREAS, Eagle Scout is the highest rank a Boy Scout can attain; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby congratulate Sean Buckley on attaining the rank of Eagle Scout; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. Buckley.

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**CONGRATULATIONS EXTENDED TO MR. PATRICK KRULL  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Brother Rice High School student Patrick Krull will attain the rank of Eagle Scout of the Boy Scouts of America on Sunday, May 20; and

WHEREAS, Mr. Krull, a member of Saint Rita Troop 600 at Saint Rita Church, collected clothing and canned goods for charity for his service project to attain the Eagle rank; and

WHEREAS, Mr. Krull earned before his eighteenth birthday the twenty-one merit badges necessary to attain the rank of Eagle Scout; and

WHEREAS, Eagle Scout is the highest rank a Boy Scout can attain; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby congratulate Patrick Krull on attaining the rank of Eagle Scout; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. Krull.

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*CONGRATULATIONS EXTENDED TO MR. MICHAEL RYAN  
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, Marist High School student Michael Ryan will attain the rank of Eagle Scout of the Boy Scouts of America on Sunday, May 20; and

WHEREAS, Mr. Ryan, who transferred from Saint Simon Troop to Saint Rita Troop 600 at Saint Rita Church, collected food and clothing for the 51st Street and Ashland Avenue soup kitchen for his service project to attain the Eagle rank; and

WHEREAS, Mr. Ryan earned before his eighteenth birthday the twenty-one merit badges necessary to attain the rank of Eagle Scout; and

WHEREAS, Mr. Ryan participated in the Special Olympics and won the state basketball championship; and

WHEREAS, Eagle Scout is the highest rank a Boy Scout can attain; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby congratulate Michael Ryan on attaining the rank of Eagle Scout; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. Ryan.

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*CONGRATULATIONS EXTENDED TO MR. JOHN UNGER  
ON ACHIEVING RANK OF EAGLE SCOUT.*

WHEREAS, Saint Rita High School student John Unger will attain the rank of Eagle Scout of the Boy Scouts of America on Sunday, May 20; and

WHEREAS, Mr. Unger, a member of Saint Rita Troop 600 at Saint Rita Church, collected clothing for the Augustinian foreign mission for his service project to attain the Eagle rank; and

WHEREAS, Mr. Unger earned before his eighteenth birthday the twenty-one merit badges necessary to attain the rank of Eagle Scout; and

WHEREAS, Eagle Scout is the highest rank a Boy Scout can attain; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby congratulate John Unger on attaining the rank of Eagle Scout; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. Unger.

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*CONGRATULATIONS EXTENDED TO MR. SIDNEY Z. KARASIK  
ON BEING HONORED BY APPELLATE  
LAWYERS ASSOCIATION.*

WHEREAS, Sidney Z. Karasik, an attorney noted for his expertise in appellate law, was honored recently for his long, distinguished legal career by the Appellate Lawyers Association; and

WHEREAS, The association also proposed that the annual moot court competition it co-sponsors with the Illinois State Bar Association for state law schools be renamed in Mr. Karasik's honor; and

WHEREAS, Mr. Karasik was the founder and first President of the Appellate Lawyers Association and is highly respected in the legal profession; and

WHEREAS, Mr. Karasik has contributed greatly to the legal profession over the last 50 years as an advisor and as an inspiration, having gained wide respect in the Appellate and Supreme courts of Illinois for his excellence; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby congratulate Sidney Z. Karasik for the recent honors bestowed upon him by his colleagues and for his many years of exemplary legal practice; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sidney Z. Karasik.

*CONGRATULATIONS EXTENDED TO MARQUETTE  
NATIONAL BANK ON OCCASION OF  
ITS FORTY-FIFTH ANNIVERSARY.*

WHEREAS, Marquette National Bank was organized on May 12, 1945 as an independent bank, financed by local individuals; and

WHEREAS, Marquette National Bank has provided forty-five years of service to Chicago's southwest side; and

WHEREAS, Marquette National Bank has demonstrated its steadfast commitment to stability, soundness and safety in banking practices; and

WHEREAS, Mr. John F. McCarthy, founding Director of Marquette National Bank, has provided continuous guidance in all of the bank's activities; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby congratulate Marquette National Bank on its forty-fifth anniversary; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. McCarthy and the Marquette National Bank.

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*CONGRATULATIONS EXTENDED TO MS. CLAUDIA SLOWIK-GIANNINI  
ON HER APPOINTMENT AS DEPUTY DIRECTOR  
OF MAYOR'S OFFICE OF INQUIRY  
AND INFORMATION.*

WHEREAS, Claudia Slowik-Giannini has been an exceptional employee of the City of Chicago for fourteen years; and

WHEREAS, Ms. Giannini has in those fourteen years distinguished herself in the Mayor's Office of Inquiry and Information as one who has devoted her energy, talent and knowledge to the benefit of her fellow employees and the citizens of Chicago; and

WHEREAS, Ms. Giannini is known to all appointed and elected officials of the City of Chicago as one who has the answers and gets the job done with ease and charm; and

WHEREAS, Ms. Giannini having survived and excelled under five administrations, has now been appointed Deputy Director of the Mayor's Office of Inquiry and Information by The Honorable Richard M. Daley; and



WHEREAS, Ms. Giannini has been appointed to this important post by virtue of her hard work and sincere commitment and dedication to public service, and will serve this Mayor and administration with distinction and compliment all those who believe that public service is an honorable and laudable profession; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commend Claudia Slowik-Giannini for her innumerable contributions to this city, applaud the Mayor for his appointing Ms. Giannini to this prominent post in his administration, and wish her all the best as she continues to serve with distinction the citizens of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Claudia Slowik-Giannini.

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*APPOINTMENT OF ADVISORY TASK FORCE TO FORMULATE  
SOLID WASTE MANAGEMENT PLAN FOR CITY  
OF CHICAGO.*

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

WHEREAS, The City Council of the City of Chicago hereby finds that the City of Chicago must take immediate action to solve the City's pressing problems concerning the disposal of its municipal solid waste; and

WHEREAS, Currently the City of Chicago relies primarily on conventional solid waste management practices of incineration and landfilling to dispose of its municipal solid waste; and

WHEREAS, The availability of current landfill space is severely limited and after 1994, expansion of landfill space in Illinois will be prohibited; and

WHEREAS, The City Council of the City of Chicago hereby finds that the public's health, safety and welfare are now, and will continue to be endangered by the economic and environmental consequences of conventional solid waste disposal practices; and

WHEREAS, The City Council of the City of Chicago hereby finds that a permanent solution to the solid waste crisis must begin with a clearly articulated solid waste management plan which recognizes solid waste reduction and recycling as its predominant priorities; and

WHEREAS, The City Council of the City of Chicago hereby finds that knowledgeable and interested business, civic and governmental leaders should be included in the process by which such solid waste management plan will be formulated for the City of Chicago; and

WHEREAS, The actions of the City of Chicago in regard to this matter may serve as a model for other municipalities throughout the country; now, therefore,

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

SECTION 1. There is hereby appointed an advisory task force to make recommendations to the Committee on Finance of the City Council of the City of Chicago concerning the formulation of a solid waste management plan for the City of Chicago. The advisory task force specifically is charged with addressing and reporting back to the Committee on Finance on the following topics:

(a) Reduction and Recycling of Paper and Paper Products in the Municipal Waste Stream. This analysis will focus on the actions that should be taken by the City of Chicago to reduce the amount of paper products in the City's waste stream and to increase the production and use of recycled-content paper in the City of Chicago. This analysis at a minimum will include recommendations concerning the propriety of requiring consumers of newsprint, the City of Chicago and other entities licensed to do business in Chicago to use recycled-content paper.

(b) Use of Environmentally Acceptable Product Packaging. This analysis will focus on the actions that should be taken by the City of Chicago to reduce the amount of non-recyclable product packaging in the City of Chicago. This analysis at a minimum will include recommendations concerning the advisability of requiring all product packaging used in the City of Chicago to be reusable, made of recycled material, recyclable or made of recyclable material.

(c) Imposition of Deposits on Beverage Containers Used in the City of Chicago. This analysis will focus on the advisability of the City of Chicago imposing deposits on beverage containers sold or offered for sale in the City of Chicago. This analysis at a minimum will address the success of deposit laws in other states and will include recommendations concerning actions that may be taken by the City of Chicago to require the reuse or recycling of beverage containers used in the City of Chicago.

SECTION 2. The meeting and conduct of the advisory task force shall be subject to the provisions of the Open Meetings Act, Illinois Revised Statutes, Chapter 102, paragraph 41.01, et seq. The advisory task force shall consist of the following governmental, business and civic representatives:

1. Frank Considine, President  
American National Can Company

2. James McLellan, Director of Waste Management  
Amoco
3. Debbie Becker, Associate Director of Refrigerated Foods Packaging  
Kraft-General Foods
4. Thomas Roti, Vice President and General Counsel  
Dominick's Finer Foods
5. Max Maxisch, Plant Manager  
James River Paper Company
6. Michael Lynch, Manager Governmental Relations  
Illinois Tool Works
7. Dennis Hudson, Environmental Lawyer  
Sears, Roebuck and Company
8. Thomas Tomaszewski, Director of Recycling  
Waste Management
9. Clifford Raber  
McDonald's Corporation
10. Judy Freeman, Executive Vice President  
Chicago Recycling Works
11. George Brabec, Recycling Coordinator  
Land and Lakes Landfill
12. Kevin Greene  
Citizens for a Better Environment
13. Penny Cates, Manager of Governmental Relations  
Quaker Oats
14. Joseph Bugos, President  
Jewel Food Stores
15. Gerald McGuire, President  
Pepsi Cola General Bottlers
16. Donald Nash, Vice President  
Coca-Cola Bottlers
17. Jay Sherwood  
Continental Can

18. Robert Joyce  
Central Distributors
19. Douglas Brooks, Senior Vice President  
Burke Beverages
20. Frank Mazenko, Regional Manager of Public Affairs  
Owens of Illinois
21. John Alegretti, Recycling Coordinator  
Hyatt Hotels
22. Richard Bergel, President  
Montgomery Ward
23. James Maxwell, Division Manager  
The Southland Corporation
24. Daniel Jorndt, President  
Walgreen Company
25. Peter Van Tholen, President  
Top Disposal Service
26. Ms. Dale Carlson  
Uptown Recycling Center
27. John Evanoff, Director  
State of Illinois  
Department of Energy and Natural Resources
28. Doug Zeisner, Assistant Commissioner  
City of Chicago  
Department of Streets and Sanitation
29. Woody Colangelo, Illinois Legislative Director  
United Steelworkers of America-PEC
30. Thomas E. Jackson, Publisher  
Pulitzer Newspapers
31. Joseph Thornton, General Counsel  
Tribune Company
32. Larry Domark  
FSC Paper Corporation

33. Howard Learner, Associate General Counsel  
Business & Professional People for the Public Interest
34. Henry Henderson, Assistant Corporation Counsel  
City of Chicago  
Department of Law
35. Geoffery C. Fear, President  
C.M. Products
36. William McCormick, Vice President  
Inland Steel
37. Frank Marancelo, Production Manager  
Chicago Sun-Times
38. Thoman Duffy, environmental lawyer

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

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

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*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN KRISTYNIK (23rd Ward):**

*TRIBUTE TO LATE MR. JOHN A. TOUHY.*

WHEREAS, Mr. John A. Touhy, former secretary of the 35th Ward Democratic Organization, passed away on Saturday, April 21, 1990, at the age of 74; and

WHEREAS, Mr. Touhy, who retired in 1987 after twenty-five years as a claims adjustor for the Chicago Motor Club, devoted much of his spare time and energy to the residents of the 35th Ward and the City of Chicago; and

WHEREAS, Mr. Touhy served his country during World War II; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby commemorate Mr. John A. Touhy

for his service to his community, and we do hereby extend our sincerest condolences to his wife, Enid, three sons, three daughters and three grandchildren; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mr. John A. Touhy.

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*Presented By*

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN SCHULTER (47th Ward):**

**RECOGNITION GIVEN TO VISITING AND RESIDENT  
DELEGATIONS AND SPONSORS OF RECENT  
TIROL IN CHICAGO PROGRAM.**

WHEREAS, The Tirol in Chicago series held from April 19 -- 26, 1990, strengthened the long-standing friendship between Chicago and Austria, particularly its State of Tirol, and stimulated new exchanges; and

WHEREAS, The Tirol in Chicago program was rich in culinary, cultural, informative, professional and promotional contents, thus contributing to the fine ethnic diversity of Chicago and enhancing the city's cosmopolitan appeal; and

WHEREAS, The culmination of the Tirol in Chicago program was the tethering of the giant Tirol Hot-Air Balloon over Grant Park on Earth Day weekend to the sound of Tirolean folk music, and the Tirolean folk music performance and folk art display at the Richard J. Daley Plaza, in conjunction with Chicago's Under the Picasso cultural program, for all to enjoy; and

WHEREAS, Austrians, always including Tiroleans, and their descendants have played and continue to play an important role in the development of the City of Chicago and the State of Illinois, and contribute greatly to the rich and varied cultural fabric of the region and the whole country; and

WHEREAS, Tourism and international travel have become a significant factor in any modern, international economy, as demonstrated by the \$450 Million surplus they added to the United States' trade balance last year and the \$1.5 Billion they are expected to add this year; and

WHEREAS, It is in our best interest to continue to develop the economic, cultural, social and political bonds that bind our two countries together; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this sixteenth day of May, 1990, do hereby extend our warmest regards to the visiting and resident delegations and the sponsors of the Tirol in Chicago program, that is, American Airlines, Austria, and Tirol; and

*Be It Further Resolved*, That the City of Chicago extends special thanks to Klaus H. Janschek, Austrian Trade Commissioner and Director of Tourism for the Midwest, for his leadership in making this program possible in Chicago, thus demonstrating his commitment to the community at large; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the organizers of this event.

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*Presented By*

**ALDERMAN SHEAHAN (19th Ward):**

**CONGRATULATIONS EXTENDED TO POLICE SERGEANT  
WILLIAM J. MCHUGH ON HIS RETIREMENT  
AFTER THIRTY-THREE YEARS OF  
DEDICATED SERVICE.**

WHEREAS, Bill McHugh has worked for the Chicago Police Department for thirty-three years; and

WHEREAS, A member of the Chicago Police Department since 1957, working as a patrolman, being promoted to Sergeant on October 16, 1966, recently working in Property Crimes until his retirement on May 3, 1990; and

WHEREAS, Bill was born and raised in Chicago and was educated at Holmes Elementary School, Parker High School, University of Louisville and Wilson Junior College; and

WHEREAS, He served in the U.S. Army for two years and being honorably discharged in 1955; and

WHEREAS, Bill and his wife Janis raised seven children (five sons and two daughters) and they are the proud grandparents of six; and

WHEREAS, During his long and distinguished career in law enforcement, Sergeant Bill McHugh has had much success and has received many awards and commendations; and

WHEREAS, Sergeant McHugh will be honored on June 1, 1990 at a reception given by his friends at the Judd's Red Derby; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, do hereby offer our congratulations and gratitude to Chicago Police Sergeant William J. McHugh as he retires from his long career as a dedicated public servant. We extend our best wishes for continued health and happiness, and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sergeant William J. McHugh.

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*CONGRATULATIONS EXTENDED TO MR. WILLIAM WALSH AND  
MR. JOSEPH WILLIAMS FOR THEIR ATHLETIC AND  
ACADEMIC ACHIEVEMENTS.*

WHEREAS, Throughout his prep wrestling career Bill Walsh has distinguished himself as an outstanding student as well as a championship athlete; and

WHEREAS, Following in the highest tradition, Joe Williams has achieved success few can claim by winning the Illinois High School Association Wrestling Championship as a freshman in the 135 lb. weight class; and

WHEREAS, In 1989 Bill Walsh claimed the State Championship at the 103 lb. weight class, and in 1990 Bill was the runner-up in the 119 lb. division; and

WHEREAS, Athletics and competition are positive influences that contribute greatly toward the growth and development of our young people; and

WHEREAS, Bill Walsh and Joe Williams have set a fine example both in the classroom as honor students as well as in their athletic endeavors; now, therefore,

*Be It Resolved*, That Mayor Richard M. Daley and the members of the City Council, gathered this 16th day of May, 1990, do hereby congratulate and recognize Bill Walsh and Joe Williams, head coach Bill Weick, and assistant coaches Ron Oglesby, Bill Guide and Joe Zubeck; and

*Be It Further Resolved*, That a suitable copy of this resolution be printed and presented to Bill Walsh and Joe Williams.



CONGRATULATIONS EXTENDED TO MOUNT CARMEL HIGH  
SCHOOL HOCKEY TEAM ON WINNING 1990  
ILLINOIS HIGH SCHOOL ASSOCIATION  
STATE HOCKEY TITLE.

WHEREAS, The Mount Carmel High School Hockey team has been the dominant force in Illinois High School Hockey for the past decade; and

WHEREAS, In 1990 the Caravan skated to its fourth I.H.S.A. state title in the past five years with a 3-2 victory over New Trier High School; and

WHEREAS, In addition to its' State title Mount Carmel captured the Chicago Catholic League Championship, a Kennedy Cup crown and the Miami of Ohio title, compiling a record of thirty-three wins, six losses and one tie; and

WHEREAS, During his eleven years as head coach, Tom Kurow has inspired and guided the Caravan to nine Kennedy Cup Championships while setting a sterling example for hundreds of young men as to what it means to be a winner on and off the ice; now, therefore,

*Be It Resolved*, That Mayor Richard M. Daley and the members of the City Council, gathered this 16th day of May, 1990, do hereby honor Coach Kurow, Assistant Coaches Dave Kurow and Steve Fagan, and the following student/athletes: Steve Hutchings, Kevin Sheridan, Kevin Casto, Greg Mitchell, Geoff Evert, Don Laurisch, Tom Kwiatkowski, Paul Rakowski, Joe DiCaro, Mario DiCaro, Jim Fett, Ryan Walls, Matt Bubala, Dan Glover, Kevin Sheridan, Rob Madrigal, Tony Fiscelli, John Pukala, Emmett McCarthy, Gabriel Bustos, Chris Ruzas, Joel Hansen, and Manager Jake Cronin, for their excellence and accomplishments; and

*Be It Further Resolved*, That a suitable copy of this resolution be printed and presented to Principal Robert Carroll and Coach Kurow.

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*Presented By*

**ALDERMAN KRISTYNIK (23rd Ward):**

*TRIBUTE TO LATE MR. JOHN A. TOUHY.*

WHEREAS, God in his infinite wisdom has called to his eternal reward John A. Touhy, dedicated citizen, public servant, neighbor and friend; and

WHEREAS, John A. Touhy, the beloved husband of Enid (nee) Zemblidge, has passed away; and

WHEREAS, John A. Touhy was also the loving father of Kathryn Bush, John, Susan and Patricia Touhy; fond grandfather of Michael, Bryan and Daniel Bush; and

WHEREAS, John A. Touhy was a fine citizen of the 23rd Ward community and the City of Chicago; and

WHEREAS, He will be greatly missed by his many family members and friends who lives he has touched; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 16th day of May, 1990, A.D., hereby mourn the death of John A. Touhy, a loving husband, father, and friend to many and may we also extend our deepest sympathy to his children, grandchildren, family members and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be made available for the family of John A. Touhy.

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**CONGRATULATIONS EXTENDED TO MR. AND MRS.  
EDWARD GRABOWSKI ON OCCASION OF THEIR  
FIFTIETH WEDDING ANNIVERSARY.**

WHEREAS, Edward and Mary Grabowski will celebrate fifty years of wedded bliss on June 29, 1990; and

WHEREAS, Edward and Mary were blessed with four children, Rich, Judy, Jerry and Gina; and five grandchildren, Christopher, Edward, Melissa, Benjamin and Julie; and

WHEREAS, Edward and Mary are longtime residents of the great southwest side, having lived at 48th and Keeler for thirty-four years, and have remained active in church and community affairs throughout their fifty years of marriage; and

WHEREAS, In their spare time, Edward and Mary enjoy visits from their five grandchildren. Mary is employed and Edward is enjoying retirement puttering around the yard and house; and

WHEREAS, Edward and Mary Grabowski exemplify the goals to which most humans 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 members of the City Council of the City of Chicago, gathered here on this 16th day of May, 1990, A.D., do hereby extend our heartiest congratulations to Edward and Mary Grabowski on the very happy occasion of their fiftieth 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 Edward and Mary Grabowski.

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**CONGRATULATIONS EXTENDED TO MR. EDWARD P. KEARNS, III  
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, Edward P. Kearns, III, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Jane de Chantal Holy Name Society Boy Scout Troop 671, Edward P. Kearns, III has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Edward P. Kearns, III will be honored at an Eagle Recognition Dinner on Sunday, the third of June, 1990 in Duggan Hall at Saint Mary Star of the Sea Church, 64th and Kilbourn Avenue; and

WHEREAS, Edward P. Kearns, III represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby offer our heartiest congratulations to Edward P. Kearns, III on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Edward P. Kearns, III.

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**CONGRATULATIONS EXTENDED TO  
MR. JEREMY J. SZCZELASZCZYK  
ON ACHIEVING RANK  
OF EAGLE SCOUT.**

WHEREAS, Jeremy J. Szczelaszczyk, an outstanding young citizen of Chicago's great southwest side has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Saint Jane de Chantal Holy Name Society Boy Scout Troop 671, Jeremy J. Szczelaszczyk has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Jeremy J. Szczelaszczyk will be honored at an Eagle Recognition Dinner on Sunday, the third of June, 1990 in Duggan Hall at Saint Mary Star of the Sea Church, 64th and Kilbourn Avenue; and

WHEREAS, Jeremy J. Szczelaszczyk represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby offer our heartiest congratulations to Jeremy J. Szczelaszczyk on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy prosperous future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jeremy J. Szczelaszczyk.

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*Presented By*

**ALDERMAN AUSTIN (34th Ward):**

**CONGRATULATIONS EXTENDED TO MS. ANN SUTTON ON BEING  
HONORED BY ALPHA LAMDA CHAPTER OF ETA PHI BETA  
SORORITY AS "ADMINISTRATOR OF THE YEAR".**

WHEREAS, Ann Sutton has been named "Administrator of the Year" by the Alpha Lambda Chapter of Eta Phi Beta Sorority; and

WHEREAS, Each year, Eta Phi Beta, a national 8,000 member organization affiliated with the National Council of Negro Women, recognizes black women who have made significant contributions to business or community affairs and who serve outstandingly as role models for young adults; and

WHEREAS, Ann Sutton is such a person. She began her career twenty-six years ago as a nurse in the recovery room of Cook County Hospital. Now she is an Administrator of the Halsted Terrace Nursing Center, a three hundred bed skilled care facility where she oversees a staff of one hundred and seventy-five with eleven department heads; and

WHEREAS, Ms. Sutton is a vital part of making Chicago work and typifies the kind of person to be so deservedly recognized by the Alpha Lambda Chapter of Eta Phi Beta

Sorority. She is a dynamic manager and a caring and sensitive human being, committed to the care of the elderly and always showing concern for her fellows; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby congratulate Ms. Ann Sutton on having been named "Administrator of the Year" by the Alpha Lamda Chapter of Eta Phi Beta Sorority, and extend to this outstanding citizen our own gratitude and best wishes for all future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ms. Ann Sutton.

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*Presented By*

**ALDERMAN KOTLARZ (35th Ward):**

**GRATITUDE EXTENDED TO MR. JOHN DOHERTY  
AND MR. LEN BEZDON FOR THEIR YEARS  
OF COMMUNITY SERVICE.**

WHEREAS, John Doherty and Len Bezdon have served their community for thirty years; and

WHEREAS, John Doherty and Len Bezdon have contributed through their support to the neighborhood and to the Fullerton Avenue Merchants Association; and

WHEREAS, John Doherty and Len Bezdon through their tireless leadership and determination to maintain high standards throughout the community and business people; and

WHEREAS, John Doherty and Len Bezdon have encouraged constructive involvement with the neighborhood and businesses on Fullerton Avenue; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled this 16th day of May, 1990, A.D., do express our gratitude to John Doherty and Len Bezdon for the services they have rendered to their community and businesses and wish them good health and enjoyment in their leisure years; and

*Be It Further Resolved*, That two suitable copies of this resolution be prepared for presentation to John Doherty and Len Bezdon.

*CONGRATULATIONS EXTENDED TO MS. SOFI MERO ON  
OCCASION OF HER ONE HUNDREDTH BIRTHDAY.*

WHEREAS, Sofi Mero observed her one hundredth birthday on May 15, 1990; and

WHEREAS, Sofi Mero came to America from Poland seventy-five years ago and now resides in Saint Joseph Home for the Aged; and

WHEREAS, Sofi Mero contributed much to our great land as a citizen; and

WHEREAS, Sofi Mero has been a positive influence on the community in which she resided and to her friends; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled this 16th day of May, 1990, A.D., do hereby extend our best wishes to Sofi Mero on the occasion of her one hundredth birthday, and express our gratitude to her for what she has contributed to the City of Chicago; and

*Be It Further Resolved*, That two suitable copies of this resolution be made for presentation to Sofi Mero.

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*Presented By*

**ALDERMAN O'CONNOR (40th Ward):**

*JUNE 18, 1990 PROCLAIMED "CHILD CARE DAY  
IN CHICAGO".*

WHEREAS, Child care is a crucial need for families throughout the City of Chicago and our nation; and

WHEREAS, Thousands of Chicagoans and millions of American families cannot find or afford quality care for their children while they are at work; and

WHEREAS, The Mayor of Chicago and the City Council recognize the need for government to invest in the future of our country -- our children!; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered in a meeting this 16th day of May, 1990, A.D., do hereby proclaim June 18, 1990, as Child Care Day; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Chicago Chapter of Illinois Alliance for Better Child Care.

—  
*CONGRATULATIONS EXTENDED TO POLICE OFFICER  
FRANK D. HOKL ON OCCASION OF HIS RETIREMENT  
AFTER THIRTY-FOUR YEARS OF  
DEDICATED SERVICE.*

WHEREAS, Frank D. Hokl was born to Anna Bucher and Anton Hokl on July 15, 1924 in Chicago, Illinois; and

WHEREAS, Frank attended Newberry Grammar School, graduating in 1939. He then went on to Waller High School where he was chosen for the All City Basketball Team in 1942. Frank graduated in June, 1943; and

WHEREAS, On July 23, 1943, Frank began his service in the United States Navy. After completing his training, he served in the South Pacific and was honorably discharged on March 23, 1946; and

WHEREAS, Frank returned home in March of 1946 and worked for the Chicago Park District; and

WHEREAS, On June 5, 1948, he married his high school sweetheart, Rosemary Vazzano at Saint Vincent DePaul Church; and

WHEREAS, On November 19, 1949 their first child was born, Nadine Ann Hokl. On July 9, 1952 their second child was born, Jeffrey Frank Hokl. Frank and Rosemary were blessed for a third time. On August 1, 1959 their last child was born, Denise Frances Hokl. Frank is the proud grandfather of four grandchildren, Courtney Ann Emerick, Kelly Elizabeth Emerick, Sean Christopher Emerick and Jeffrey Frank Hokl, Jr.; and

WHEREAS, After thirty-four dedicated years of service, Frank D. Hokl retired from the Chicago Police Department on June 23, 1989; 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 16th day of May, 1990, A.D., do hereby offer our thanks for his service as a member of the Chicago Police Department and best wishes for a long and happy retirement to Frank D. Hokl; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Frank D. Hokl.

*Presented By*

**ALDERMAN NATARUS (42nd Ward):**

**CONGRATULATIONS EXTENDED TO MRS. MINNIE LEAF  
ON OCCASION OF HER NINETY-  
SECOND BIRTHDAY.**

WHEREAS, Mrs. Minnie Leaf has graciously devoted over fifty years of her life to emotionally disturbed children; and

WHEREAS, Mrs. Leaf is a member of one of the founding families of the Foundation for Emotionally Disturbed Children (F.E.D.C.), established in 1944 to support the Sonia Shankman Orthogenic School at the University of Chicago; and

WHEREAS, Mrs. Minnie Leaf has also devoted over thirty-five years of work to the F.E.D.C. thrift shop which supports the Sonia Shankman Orthogenic School; and

WHEREAS, Mrs. Minnie Leaf celebrated her ninety-second birthday on May 9, 1990, and still continues to work in the F.E.D.C. thrift shop; and

WHEREAS, On June 21, 1990, the F.E.D.C. thrift shop will be honoring Mrs. Minnie Leaf on the occasion of her ninety-second birthday, her outstanding commitment as founder and volunteer of thirty-five years with the F.E.D.C. thrift shop, and her forty-five year association with the Foundation for Emotionally Disturbed Children; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago assembled in meeting this 16th day of May, nineteen hundred and ninety, do hereby honor and congratulate Mrs. Minnie Leaf on the occasion of her ninety-second birthday, and do also extend our deepest and heartfelt gratitude for all she has done for emotionally disturbed children, for the citizens, and the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mrs. Minnie Leaf.



*Presented By*

**ALDERMAN HANSEN (44th Ward):**

**CONGRATULATIONS EXTENDED TO MR. HERBERT G. LOWINGER  
ON HIS RETIREMENT AS PRESIDENT OF LAKE VIEW  
CITIZENS COUNCIL.**

WHEREAS, Herbert G. Lowinger has been President of the Lake View Citizens Council since July of 1988; and

WHEREAS, Mr. Lowinger is stepping down as President of the Lake View Citizens Council as of May 21, 1990; and

WHEREAS, During his tenure as President, Mr. Lowinger has performed countless hours of valuable service to the community, including emphasizing the importance of community involvement in governmental decision making; and

WHEREAS, Mr. Lowinger has been serving the community as a member of the Board of Directors of the Lake View Citizens Council for 20 years, devoting that time to important issues as varied as beautification of area parks and improving education in our City; and

WHEREAS, Mr. Lowinger has also been actively involved in many other important community activities, including being a Lifetime Member and Honorary Director for Life of Temple Shalom; and

WHEREAS, Mr. Lowinger has also served as Secretary and President of Belmont Harbor Neighbors, has been active in Democratic politics for more than 40 years, served as a faculty member at the Adult Education Division of Truman College, and has been a practicing attorney since 1951; and

WHEREAS, The Lake View community has benefited greatly from Mr. Lowinger's years of neighborhood service and volunteer efforts; now, therefore,

*Be It Resolved*, That on this day, May 16, 1990, Herbert G. Lowinger shall be recognized by the Chicago City Council for his exemplary efforts on behalf of Lake View and Chicago; and

*Be It Further Resolved*, That he shall be presented with a suitable copy of this resolution.

*Presented By*

**ALDERMAN LEVAR (45th Ward):**

**CONGRATULATIONS EXTENDED TO SISTER STELLA LOUISE,  
C.S.F.N. ON BEING HONORED BY SAINT MARY  
OF NAZARETH HOSPITAL CENTER  
ADVISORY BOARD.**

WHEREAS, Sister Stella Louise, C.S.F.N., President and Chief Executive Officer of Saint Mary of Nazareth Hospital Center for the past three decades, is being honored by the Center's Advisory Board at a recognition dinner to be held June 6, 1990, at the Hyatt Regency O'Hare; and

WHEREAS, Sister Stella Louise will be the seventeenth recipient of this prestigious annual honor, which recognizes her fifty years as a towering figure in the field of health care, especially due to her intense interest in inner-city hospitals; and

WHEREAS, The leaders of this great City are aware of our indebtedness to great administrators like Sister Stella Louise; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby express our congratulations to Sister Stella Louise, C.S.F.N., President and CEO of Saint Mary of Nazareth Hospital Center, as well as our gratitude, for her stellar fifty-year career in the field of health care, and extend to this great citizen our very best wishes for many more years of happiness and fulfillment; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sister Stella Louise, C.S.F.N.

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*Presented By*

**ALDERMAN LEVAR (45th Ward),  
ALDERMAN CULLERTON (38th Ward) And  
ALDERMAN BANKS (36th Ward):**

**CONGRATULATIONS EXTENDED TO NORTHWEST REAL ESTATE  
BOARD ON OCCASION OF ITS SIXTY-SIXTH  
ANNIVERSARY.**

WHEREAS, Since May 15, 1924, the Northwest Real Estate Board has provided

continuous, exemplary service to the community through its licensed brokers and agents; and

WHEREAS, The Northwest Real Estate Board has state-wide boundaries, thus providing membership opportunities for licensed real estate offices throughout all of Illinois; and

WHEREAS, For sixty-six uninterrupted years, the Northwest Real Estate Board has properly, professionally and courteously served the residents and businesses of Chicago, Cook County, and the State of Illinois; and

WHEREAS, The Northwest Real Estate Board has upgraded and modernized its computerized administrative offices at 6965 West Belmont Avenue in Chicago, where the officers and directors will meet to continue planning and guiding the Board towards its goals for the future, to better serve the sellers and buyers of Chicago, Cook County, and the State of Illinois; and

WHEREAS, The Northwest Real Estate Board has supplied a facsimile machine at no charge to each of its member-offices in order to more efficiently serve the interests of real estate customers and clients; and

WHEREAS, By sponsoring continuing-education classes and seminars for all its licensees on a weekly basis, the Northwest Real Estate Board is better serving the professional needs of all communities; and

WHEREAS, The Northwest Real Estate Board has consistently encouraged civic involvement on the part of its members, and has faithfully and enthusiastically sponsored fundraisers and made donations to benefit a large variety of charitable causes; and

WHEREAS, The Northwest Real Estate Board has now achieved an all-time- high number of participating real estate offices, duly-licensed brokers and sales agents, and affiliated members from related professions; and

WHEREAS, On Tuesday, May 15, 1990, the Northwest Real Estate Board is proudly celebrating its sixty-sixth anniversary; now, therefore,

*Be It Resolved*, That we, the members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby commend the Northwest Real Estate Board on its sixty-sixth anniversary and on its proud tradition of "Quality Service Since 1924!"; that we extend hearty congratulations to the members, officers, directors, and administrative staff of the Northwest Real Estate Board on this special occasion; and that we wish the Northwest Real Estate Board success and the best of luck in its next sixty-six years of service; and

*Be It Further Resolved*, That suitable copies of this resolution and preamble be presented to the Northwest Real Estate Board Officers: Elaine D. Poley, President; Wayne M. Grzybek, First Vice-President; Louis M. Munao, Jr., Second Vice-President; Kenneth N. Babbitt, Secretary; Salvatore M. Chereso, Treasurer; to the Northwest Real Estate Board

Directors: Arthur D. Baumgartner, Vincent J. Bolger, Robert L. Borkowicz, Walter F. Cuneo, Sally R. Duski, William R. Howard, Russell N. Hume, Mary Laskero, Tonette R. Maggio, Bryant J. Ottaviano, Raffaella M. Perri, and Robert C. Wolf; to Mary L. Rzepecki, Chief Executive Officer; to John J. Trapalis, Computer Consultant; and to Michael L. Bono, Public Information Officer.

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*Presented By*

**ALDERMAN SCHULTER (47th Ward):**

**CONGRATULATIONS EXTENDED TO KARNEVALSGESELLSCHAFT  
RHEINISCHER VEREIN VON CHICAGO ON OCCASION OF  
ITS ONE HUNDREDTH ANNIVERSARY.**

WHEREAS, The Karnevalsgesellschaft Rheinischer Verein von Chicago -- the Mardi Gras Society of Chicago, Inc., -- is celebrating its one hundredth anniversary on June 16, 1990; and

WHEREAS, The Mardi Gras Society of Chicago has always provided a helpful and solidifying social center for Chicago's great German-American community, especially for those many Germans who migrated to Chicago over the past one hundred years and who provided our great City with a special culture and helped immeasurably in the City's progress; and

WHEREAS, The leaders of this great City are cognizant of the outstanding contributions arising from our great German-American community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby honor and congratulate the Karnevalsgesellschaft Rheinischer Verein von Chicago -- the Mardi Gras Society of Chicago, Inc. -- on its centennial celebrations, and extend to all our German-American citizens our best wishes for a festive and gala celebration; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Karnevalsgesellschaft Rheinischer Verein von Chicago.

*Presented By*

**ALDERMAN M. SMITH (48th Ward):**

**ADMIRATION AND BEST WISHES EXTENDED TO ROOM 309  
STUDENTS OF SWIFT ELEMENTARY SCHOOL.**

WHEREAS, The students of Room 309 of Edgewater's historic Swift Elementary School located in the great 48th Ward are studying hard to prepare themselves to be contributing members of society in such professions as medicine, architecture, law, design, veterinary medicine, journalism, computers, education, athletics, finance, the arts and other distinguished fields; and

WHEREAS, With each year of formal education, personal growth and maturation, students Latonya Allen, Brenda Beasley, Jesus Cervera, Michael Cossio, John Mark Crisp, Francesca Dalumpines, Naomi Dodd, Diep Duong, Michael Eliason, Sharisa Freeman, Gulnar Gilani, Benjamin Gonzalez, Maurice Griffin, Charles Halls, Eric Richard Lake, Tran Thoai Lu, Hung Quoc Luu, Selina Merritt, Shynicka Montgomery, Jason Nathaniel Moore, Bich Ngoc Nguyen, Gabriel Nickels, Tito Pickering, Timothy Prewitt, Gloria Jean Rodriguez, Alwaalee Rogers, Bunthay San, Kareema Sharif, Tyra Monique Snow, Preston Stinson, Janet Swanagan, Tran Tuyethanh Tran, Cuong Vi Truong, Shannon Washington and Vanessa Williams near the next educational step of high school; and

WHEREAS, These students of diverse ethnic backgrounds including Vietnamese, African American, Irish American, Indian, German American, Hispanic, Filipino and others are models of mutual respect and cooperation for all of Chicago; and

WHEREAS, The students of Room 309 of Swift School wish the Mayor of Chicago and the City at large to know the joy and satisfaction they have experienced in being serious academic students as well as students of life in this unique ethnically mixed classroom; and

WHEREAS, The experience they have had of one another -- their humor, their gentleness, their honesty and their caring for one another has taught them to judge people for who they are, not by ethnic heritage or skin color; now, therefore,

*Be It Resolved*, That we, Mayor Richard M. Daley, and the members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby, on behalf of all the citizens of Chicago, express our admiration for the students of Room 309 of Swift School and extend our good wishes for a prosperous future; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to each member of the class of Room 309 of Swift School.

*Presented By*

**ALDERMAN ORR (49th Ward):**

*JUNE 17, 1990 PROCLAIMED "JEWISH CULTURAL  
ARTS DAY IN CHICAGO".*

WHEREAS, The Jewish community of Chicago has always been an active participant in the cultural development of our city; and

WHEREAS, Jewish culture as expressed in art, song, dance and food is part of the ethnic fabric of our city; and

WHEREAS, The City of Chicago has always used cultural expression as a vehicle to promote understanding and mutual respect among all Chicago residents; and

WHEREAS, The Greater Chicago Jewish Folk Arts Festival was founded ten years ago in Chicago by Michael M. Lorge, to express the heart and soul of Jewish Chicago and to share Jewish culture with all its neighbors; and

WHEREAS, This year, the Greater Chicago Jewish Folk Arts Festival is sponsored by Mayor Daley's Office of Special Events as one of its neighborhood festivals; now, therefore,

*Be It Resolved*, That the City of Chicago salutes the Greater Chicago Jewish Folk Arts Festival and its founder Michael M. Lorge, in their pursuit of quality cultural expression and production of citywide events for families; and

*Be It Further Resolved*, That June 17, 1990, be proclaimed Jewish Cultural Arts Day to honor the Greater Chicago Jewish Folk Arts Festival, its founder and all those who volunteer time to the Jewish P.O.C.E.T. (Production Organization for Cultural Events and Theatre), which produces the festival.

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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>GABINSKI</i> (32nd Ward) | North Ashland Avenue, at 2424 (for approximately 25 feet -- adjacent to restaurant) -- 5:00 P.M. to 3:00 A.M. -- no exceptions (valet service); |
| <i>LAURINO</i> (39th Ward)  | North Elston Avenue, at 4938 -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;  |
| <i>O'CONNOR</i> (40th Ward) | North Western Avenue, at 5616 (approximately 30 feet in length) -- 8:00 A.M. to 6:00 P.M. -- no exceptions;                                     |
| <i>NATARUS</i> (42nd Ward)  | West Division Street, at 51 -- at all times -- daily (valet service);   |

| Alderman                                    | Location, Distance And Time   |
|---|---|
| <i>EISENDRATH</i> (43rd Ward)               | North Clybourn Avenue, at 1983 -- at all times -- no exceptions (valet service);  |
| <i>LAURINO</i> for <i>LEVAR</i> (45th Ward) | North Milwaukee Avenue, at 3874 (alongside on North Kilpatrick Avenue) -- 6:00 A.M. to 6:00 P.M. -- daily;  |
| <i>SCHULTER</i> (47th Ward)                 | West Lawrence Avenue, at 2200 (approximately 35 to 40 feet) -- at all times -- daily;   |
| <i>ORR</i> (49th Ward)                      | North Bosworth Avenue (east side) from a point 20 feet north of West Howard Street, to a point 20 feet north thereof -- 10:00 A.M. to 6:00 P.M. -- Monday through Friday. |

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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  |
|---------------------------|---|
| Alderman                  | Public Way  |
| <i>FARY</i> (12th Ward)   | Alley between South Western Avenue and South Artesian Avenue, in the 3900 block -- northerly;   |
| <i>GARCIA</i> (22nd Ward) | First east-west alley south of West 22nd Street, bounded by West 22nd Street, West 23rd Street, South Spaulding Avenue and South Christiana Avenue -- easterly; |



Alderman

Public Way

West 23rd Street, between South Marshall Boulevard and South Sacramento Avenue -- westerly;

West 33rd Street, from South Lawndale Avenue to South Hamlin Avenue -- westerly;

*CULLERTON* for  
*LEVAR* (45th Ward)

North Nordica Avenue, in the 4800 through 5100 blocks -- southerly.

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*Referred* -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
ONE-WAY TRAFFIC RESTRICTION ON PORTION  
OF NORTH CLIFTON AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Clifton Avenue, from West Roscoe Street to West School Street -- southerly" relative to the one-way traffic restriction on a portion of North Clifton Avenue and inserting in lieu thereof: "North Clifton Avenue, from West School Street to West Roscoe Street -- northerly", 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  
NORTH SPAULDING AVENUE.

Alderman Figueroa (31st Ward) and Alderman Mell (33rd Ward) presented a proposed ordinance to amend a previously passed ordinance by striking the words: "North Spaulding Avenue, from West Wrightwood Avenue to North Milwaukee Avenue -- southerly" relative to the one-way traffic restriction on a portion of North Spaulding Avenue and inserting in lieu thereof: "North Spaulding Avenue, from West Wrightwood Avenue to West Schubert Avenue

-- northerly, and a two- way street from West Schubert Avenue to North Milwaukee 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 WEST WOLFRAM STREET.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West Wolfram Street, from North Oakley Avenue to North Western Avenue -- westerly" relative to the one-way traffic restriction on a portion of West Wolfram Street and inserting in lieu thereof: "West Wolfram Street, from North Oakley Avenue to the first alley east of North Western Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

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*Referred*-- PROHIBITION OF PARKING AT ALL TIMES  
AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                   | Location And Distance                                    |
|----------------------------|--|
| <i>TILLMAN</i> (3rd Ward)  | West 56th Place, at 411 (except for handicapped);        |
| <i>T. EVANS</i> (4th Ward) | East 54th Street, at 1019 (except for handicapped);      |
| <i>SHAW</i> (9th Ward)     | South Vernon Avenue, at 10327 (except for handicapped);  |
| <i>HUELS</i> (11th Ward)   | South Aberdeen Street, at 3310 (except for handicapped); |

| Alderman                    | Location And Distance   |
|-----------------------------|---|
|                             | South Union Avenue, at 3710 (except for handicapped);   |
| <i>FARY</i> (12th Ward)     | South Claremont Avenue, at 3443 (except for handicapped);<br>South Wood Street, at 4443 (except for handicapped);<br>West 35th Street, at 2258 (except for handicapped);  |
| <i>MADRZYK</i> (13th Ward)  | South Laporte Avenue (south side) from West 63rd Street to the first driveway west thereof;<br>West 60th Street, at 3931 (except for handicapped);<br>West 74th Street (north side) from South Pulaski Road west to cul-de-sac; |
| <i>BURKE</i> (14th Ward)    | South Maplewood Avenue, at 4915 (except for handicapped);   |
| <i>CARTER</i> (15th Ward)   | South Campbell Avenue, at 7316;<br>South Oakley Avenue, at 7237 (except for handicapped);   |
| <i>LANGFORD</i> (16th Ward) | South Carpenter Street, at 6609;<br>South Elizabeth Street, at 5616;<br>South Laflin Street, at 6713 (except for handicapped);  |

| Alderman                                 | Location And Distance   |
|--|---|
| <i>DAVIS for STREETER</i><br>(17th Ward) | South Peoria Street, at 7244 (except for handicapped);          |
|  | South Peoria Street, at 8336 (except for handicapped);          |
| <i>J. EVANS (21st Ward)</i>              | South Bishop Street, at 9529 (except for handicapped);          |
|  | South Normal Avenue, at 9952 (except for handicapped);          |
|  | South Wallace Street, at 8614 (except for handicapped);         |
|  | South Winston Avenue, at 9918 (except for handicapped);         |
|  | West 98th Street, at 1316 (except for handicapped);             |
| <i>KRYSTYNIAK (23rd Ward)</i>            | South Latrobe Avenue, at 5323 (except for handicapped);         |
|  | South Pulaski Road (west side) in the 4800 block -- truck only; |
|  | West 56th Street, at 3641 (except for handicapped);             |
| <i>E. SMITH (28th Ward)</i>              | West Flournoy Street, at 3939 (except for handicapped);         |
|  | West Gladys Avenue, at 4303 (except for handicapped);           |
| <i>DAVIS (29th Ward)</i>                 | West Monroe Street, at 5305 (except for handicapped);           |

| Alderman                     | Location And Distance   |
|------------------------------|---|
| <i>BIALCZAK</i> (30th Ward)  | West Altgeld Street, at 5342 (except for handicapped);  |
| <i>FIGUEROA</i> (31st Ward)  | North Spaulding Avenue (west side) from North Milwaukee Avenue to West Schubert Avenue;   |
| <i>GABINSKI</i> (32nd Ward)  | West Superior Street, at 1828 (except for handicapped);   |
| <i>KOTLARZ</i> (35th Ward)   | North Kilbourn Avenue (east side) from West Irving Park Road to the first alley south thereof;  |
| <i>BANKS</i> (36th Ward)     | West Altgeld Street, at 5342 (except for handicapped);<br>North Monitor Avenue, at 2445 (except for handicapped);<br>North Overhill Avenue, at 3234 (except for handicapped); |
| <i>GILES</i> (37th Ward)     | North Harding Avenue, at 827 (except for handicapped);<br>North Leamington Avenue, at 920 (except for handicapped);   |
| <i>CULLERTON</i> (38th Ward) | West Hutchinson Street, at 5209 (except for handicapped);   |
| <i>LAURINO</i> (39th Ward)   | West Argyle Street, from North Pulaski Road to the first alley east thereof;  |

Alderman

Location And Distance

North Karlov Avenue, at 4610 (except for  
handicapped);North Kedvale Avenue, at 6057 (except  
for handicapped);*EISENDRATH* (43rd Ward)West Lill Avenue, at 1231 (except for  
handicapped);*SCHULTER* (47th Ward)West Grace Street, at 1750 (except for  
handicapped);West Warner Avenue, at 1943 (except for  
*handicapped*);*ORR* (49th Ward)North Bosworth Avenue, at 7630 (except  
for handicapped);West Estes Avenue, at 1847 (except for  
handicapped);*STONE* (50th Ward)West Greenleaf Avenue, at 2728 (except  
for handicapped).

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*Referred* -- PROHIBITION OF PARKING DURING SPECIFIED  
HOURS ON PORTION OF NORTH HOYNE AVENUE.

Alderman Gutierrez (26th Ward) presented a proposed ordinance which would prohibit parking at 1616 North Hoyne Avenue during the hours of 7:00 A.M. to 7:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred*-- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF SOUTH KEDZIE AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times on the west side of South Kedzie Avenue, from West 110th Street to a point 50 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 WEST OHIO STREET.

Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times on West Ohio Street, from North Oakley Avenue to the first alley east of North Western Avenue; and on the north side of West Ohio Street, from the first alley west of North Oakley Avenue to the first alley east of North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- DISCONTINUANCE OF PARKING PROHIBITION  
ON PORTION OF SOUTH PARNELL AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times at 2920 South Parnell Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- DISCONTINUANCE OF PARKING PROHIBITION  
ON PORTION OF SOUTH UNION AVENUE.

Alderman Huels (11th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect at all times at 3738 South Union Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION  
ON PORTION OF SOUTH VANDERPOEL AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibition in effect from 8:00 A.M. to 10:00 A.M. on both sides of South Vanderpoel Avenue, from 92nd Place to 94th Street, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- DISCONTINUANCE OF PARKING PROHIBITIONS  
ON PORTIONS OF WEST WARREN BOULEVARD  
AND WEST WASHINGTON BOULEVARD.

Alderman Butler (27th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the parking prohibitions in effect on West Warren Boulevard and West Washington Boulevard, from North Kedzie Avenue to North Ashland Avenue, 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 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  |
|------------------------|--|
| KRYSTYNIAK (23rd Ward) | West 48th Street (both sides) between South Harding Avenue and the first alley west thereof -- at all times; |



| Alderman   | Location, Distance And Time   |
|--|---|
| <i>GUTIERREZ</i> (26th Ward)                     | West Cortland Street and West Moffat Street (both sides) in the 2400 block -- at all times;   |
| <i>KOTLARZ</i> (35th Ward)                       | North Keystone Avenue (both sides) in the 3800 block -- 8:00 A.M. to 5:00 P.M. -- daily;<br><br>North Harding Avenue (both sides) in the 3700 block -- at all times -- Zone 90;   |
| <i>CULLERTON</i> (38th Ward)                     | West Cullom Avenue (north side) in the 5600 block -- 5:00 P.M. to 12:00 Midnight -- daily;<br><br>West Dakin Street (both sides) in the 5500 block -- at all times;<br><br>West Grace Street (north side) in the 5200 block -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;<br><br>North McVicker Avenue (east side) in the 4800 block -- at all times; |
| <i>PUCINSKI</i> (41st Ward)                      | North Navarre Avenue, from 6053 to 6057 -- at all times -- (extension to Zone 49);<br><br>North Oketo Avenue, from 5535-- 5545;   |
| <i>CULLERTON</i> for<br><i>LEVAR</i> (45th Ward) | West Byron Street (both sides) in the 4900 block -- at all times;<br><br>North Luna Avenue (both sides) in the 5600 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday.   |

*Referred*-- AMENDMENT OF ORDINANCE WHICH ESTABLISHED  
RESIDENTIAL PERMIT PARKING ZONE 120 ON  
PORTION OF WEST PENSACOLA AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West Pensacola Avenue (both sides) from the first alley west of North Milwaukee Avenue, to North Laramie Avenue -- at all times -- Zone 120" relative to the residential permit parking zone on a portion of West Pensacola Avenue and inserting in lieu thereof: "West Pensacola Avenue (both sides) from the first alley east of North Milwaukee Avenue to North Lavergne Avenue -- at all times -- Zone 120", which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF WEST 64TH STREET.

Alderman Burke (14th Ward) presented a proposed ordinance which would amend a previously passed ordinance by discontinuing the residential permit parking zone in effect at all times on both sides of West 64th Street, from South Washtenaw Avenue to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred*-- COMMISSIONER OF PUBLIC WORKS REQUESTED TO  
CONSIDER DESIGNATION OF RESIDENTIAL PERMIT  
PARKING ZONE ON PORTIONS OF NORTH  
SPAULDING AVENUE AND WEST  
SCHUBERT STREET.

Alderman Figueroa (31st Ward) and Alderman Mell (33rd Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the designation of a residential permit parking zone on both sides of North Spaulding Avenue, from West Wrightwood Avenue to West Schubert Street; on the east side of North Spaulding Avenue, from West Schubert Street to the alley north of West Schubert Street; and on West Schubert Street, from North Kimball Avenue to North Spaulding Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- ESTABLISHMENT OF SPEED LIMITATION ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to limit the speed of vehicles on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                    | Street, Limit And Speed   |
|-----------------------------|---|
| <i>E. SMITH</i> (28th Ward) | West Congress Parkway, in the 3400 and 3500 blocks -- 20 miles per hour;                        |
| <i>LAURINO</i> (39th Ward)  | West Foster Avenue, from North Central Park Avenue to North Kenton Avenue -- 20 miles per hour. |

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*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman                     | Location, Distance And Time  |
|------------------------------|--|
| <i>J. EVANS</i> (21st Ward)  | South Kerfoot Avenue (both sides) from a point 330 feet north of South Vincennes Avenue, to a point 380 feet north thereof -- at all times -- daily; |
| <i>GUTIERREZ</i> (26th Ward) | North Milwaukee Avenue (south side) from West North Avenue to West Division Street -- 12:00 A.M. until 6:00 A.M. -- Tuesday and Thursday;            |

| Alderman                                     | Location, Distance And Time   |
|--|---|
| <i>BUTLER</i> (27th Ward)                    | From West Chicago Avenue and North Campbell Avenue, to end of building at 2505 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;  |
| <i>NATARUS</i> (42nd Ward)                   | East Ontario Street (south side) from North Michigan Avenue to North St. Clair Street -- at all times;  |
| <i>EISENDRATH</i> (43rd Ward)                | West Fullerton Avenue (both sides) from North Lake Shore Drive to North Clark Street -- at all times;<br><br>North Halsted Street, at 2700 (driveway) -- at all times -- no exceptions; |
| <i>ORR</i> for<br><i>SHILLER</i> (46th Ward) | North Sheridan Road, at 4640 -- at all times -- no exceptions.  |

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*Referred* -- COMMISSIONER OF PUBLIC WORKS REQUESTED  
TO CONSIDER INSTALLATION OF FLASHING  
CAUTION SIGNALS ON PORTION OF  
WEST ADDISON STREET.

Alderman Banks (36th Ward) presented a proposed order directing the Commissioner of Public Works to consider the installation of flashing caution signals for east/westbound traffic on a portion of West Addison Street, at North Ozanam Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- COMMISSIONER OF PUBLIC WORKS DIRECTED  
TO CAUSE SURVEY FOR INSTALLATION  
OF TRAFFIC SIGNAL ON WEST  
SHAKESPEARE AVENUE.

Alderman Gabinski (32nd Ward) presented a proposed order authorizing and directing the Commissioner of Public Works to cause a survey for the installation of a traffic signal on the southwest corner of West Shakespeare Avenue in proximity to the intersection of North Clybourn and North Southport Avenues, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO  
CONSIDER INSTALLATION OF LEFT ARROW TURN SIGNAL  
AT INTERSECTION OF EAST 99TH STREET AND SOUTH  
DR. MARTIN LUTHER KING, JR. DRIVE.

Alderman Steele (6th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a left arrow turn signal at the intersection of East 99th Street and South Dr. Martin Luther King, Jr. Drive, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- INSTALLATION OF TRAFFIC SIGNS AT  
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders and ordinance for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

| Alderman            | Location And Type Of Sign   |
|---------------------|---|
| T. EVANS (4th Ward) | On either side of alley exit on South Dorchester Avenue, between East 50th Street and East Madison Park Avenue -- "No Parking"; |

| Alderman                      | Location And Type Of Sign  |
|-------------------------------|--|
| <i>BLOOM</i> (5th Ward)       | East 57th Street and South Kimbark Avenue -- "Stop";   |
| <i>STEELE</i> (6th Ward)      | South Prairie Avenue, at East 82nd Street -- "Stop";<br>East 83rd Street and South Michigan Avenue -- "Three-Way Stop";                      |
| <i>BEAVERS</i> for 8th Ward   | South Ingleside Avenue, at East 85th Street -- "Stop";   |
| <i>VRDOLYAK</i> (10th Ward)   | South Euclid Avenue, at East 90th Street -- "Stop";<br>East 93rd Street and South Baltimore Avenue -- "Four-Way Stop";                       |
| <i>FARY</i> (12th Ward)       | West 44th Street, at South Artesian Avenue -- "Three-Way Stop";  |
| <i>MADRZYK</i> (13th Ward)    | North/south alley bounded by West 53rd Street, West 54th Street, South Christiana Avenue and South Spaulding Avenue -- "No Through Traffic"; |
| <i>BURKE</i> (14th Ward)      | South Washtenaw Avenue, at West 62nd Street -- "Stop";   |
| <i>SHEAHAN</i> (19th Ward)    | West 101st Place, at 2001 -- "Slow -- Children Playing";   |
| <i>KRYSTYNIAK</i> (23rd Ward) | West 52nd Street and South Kenneth Avenue -- "Four-Way Stop";  |

| Alderman   | Location And Type Of Sign  |
|--|--|
| <i>GUTIERREZ</i> (26th Ward)                               | West Evergreen Avenue, at North Rockwell Street -- "Stop";   |
| <i>E. SMITH</i> (28th Ward)                                | West Monroe Street, at South Homan Avenue -- "Stop";   |
| <i>FIGUEROA</i> (31st Ward)                                | North Central Park Avenue, at West Cortland Avenue -- "Stop";<br>North Kimball Avenue and West Bloomingdale Street -- "Stop";  |
| <i>FIGUEROA</i> (31st Ward) and<br><i>MELL</i> (33rd Ward) | North Spaulding Avenue and West Schubert Avenue -- "Stop";   |
| <i>KOTLARZ</i> (35th Ward)                                 | West Cullom Avenue and North Bernard Street -- "Three-Way Stop";<br>West School Street, at North Kildare Avenue -- "Stop";   |
| <i>BANKS</i> (36th Ward)                                   | North Panama Avenue, at West Byron Street -- "Stop";   |
| <i>CULLERTON</i> (38th Ward)                               | West Grace Street and North Oketo Avenue -- "Three-Way Stop";<br>West Henderson Street and North Lockwood Avenue -- "Three-Way Stop";<br>North Lockwood Avenue, at West Eddy Street -- "Stop";<br>North Mobile Avenue, at West Warwick Avenue -- "Stop"; |
| <i>LAURINO</i> (39th Ward)                                 | North Kenneth Avenue and West Argyle Street -- "All-Way Stop";   |

| Alderman   | Location And Distance   |
|--|---|
| <i>LAURINO</i> (39th Ward)                       | North Forest Glen Avenue, from North Cicero Avenue to North Peterson Avenue;  |
| <i>NATARUS</i> (42nd Ward)                       | North Cleveland Avenue, from West Blackhawk Street to West North Avenue;<br><br>West Delaware Place, from North LaSalle Street to North Clark Street;<br><br>North Hudson Avenue, from West Blackhawk Street to West North Avenue;<br><br>North Mohawk Street, from West Schick Place to West North Avenue; |
| <i>CULLERTON</i> for<br><i>LEVAR</i> (45th Ward) | West Carmen Avenue, from North Milwaukee Avenue and North Long Avenue.  |

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

The aldermen named below presented nine 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:



| Alderman   | Location And Type Of Sign  |
|--|--|
|  | North Kostner Avenue and West Carmen Avenue -- "All-Way Stop";     |
| <i>PUCINSKI</i> (41st Ward)                      | West Peterson Avenue and North Melvina Avenue -- "Two-Way Stop";   |
| <i>NATARUS</i> (42nd Ward)                       | North Franklin Street and West Institute Place -- "Four-Way Stop"; |
| <i>EISENDRATH</i> (43rd Ward)                    | West Montana Street and North Seminary Avenue -- "Four-Way Stop";  |
| <i>CULLERTON</i> for<br><i>LEVAR</i> (45th Ward) | North Lamon Avenue and West Hutchinson Street -- "Stop";           |
| <i>SCHULTER</i> (47th Ward)                      | North Ravenswood Avenue, at West Cornelia Avenue -- "Stop";        |
| <i>M. SMITH</i> (48th Ward)                      | West Victoria Street and North Magnolia Avenue -- "Four-Way Stop". |

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*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR  
VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

a line 837.62 feet north of and parallel to West 25th Street (as measured along the west line of South Poplar Avenue); South Poplar Avenue; a line 765.65 feet north of and parallel to West 25th Street (as measured along the west side of South Poplar Avenue); and the alley next west of and parallel to South Poplar Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 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 classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 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 classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 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 classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 236 feet north of and parallel to West 37th Street; South Normal Avenue; a line 188 feet south of and parallel to West 37th Street; and the alley next east of and parallel to South Normal Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by:

a line 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.

*BY ALDERMAN LANGFORD (16th Ward):*

To classify as an M1-3 Restricted Manufacturing District instead of an M2-3 General Manufacturing District the area shown on Map No. 4-F bounded by:

West 16th Street; South Kostner Avenue; West 22nd Street; and the Belt Railroad (the Chicago city limits).

*BY ALDERMAN SHEAHAN (19th Ward):*

To classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-J 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.

*BY ALDERMAN HENRY (24th Ward):*

To classify as an M1-3 Restricted Manufacturing District instead of an M2-3 General Manufacturing District the area shown on Map No. 4-F bounded by:

West 16th Street; South Kostner Avenue; West 22nd Street; and the Belt Railroad (the Chicago city limits).

*BY ALDERMAN SCHULTER (47th Ward):*

To classify as an R3 General Residence District instead of an R4 General Residence District the area shown on Map No. 9-H 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.

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3. CLAIMS.

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*Referred*-- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented forty-one proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

**BLOOM** (5th Ward)

5526 -- 5528 Blackstone Condominium Association;

2038 -- 2048 East 72nd Place Condominium Association;

2039 -- 2049 East 72nd Street Condominium Association;

6707 South Chappel Condominium Association;

**BEAVERS** (7th Ward)

Lake Edge Cooperative Apartments, Incorporated;

**BURKE** (14th Ward)

Mr. Antonio Perez;

**KRYSTYNIAK** (23rd Ward)

Mr. Bill McCarg;

6728 West 64th Place Corporation;

## Alderman

## Claimant

*GABINSKI* (32nd Ward)

Mr. Stanley Mayoski;

Mr. Mudd;

*KOTLARZ* (35th Ward)

Mr. Anthony Coviello;

Mr. Arthur L. Kwiatkowski;

Ms. Laura Zgorski;

Ms. Sharon Louis Zmuda;

*PUCINSKI* (41st Ward)Birch Tree Manor Condo Association  
No. 3;Friendly Village No. 1 Condominium  
Association;Innisbrook No. 3 Condominium  
Association;5237 North East River Road  
Condominium Association;*NATARUS* (42nd Ward)1300 North LaSalle Condominium  
Association;*EISENDRATH* (43rd Ward)

1540 Lake Shore Drive Corporation;

*CULLERTON* for  
*LEVAR* (45th Ward)

Keeler Arms;

Keystone Courts Condo 2;

Orleans Condominium Association;

Park Lawrence Condominium  
Association;

Alderman

Claimant

*ORR* for  
*SHILLER* (46th Ward)

The Washington House Condominium  
Association;

Windsor Court Condominium No. 1;

4126 -- 4128 West Cullom Condominium  
Association;

Addison Building Corporation;

Byron Greystone;

Mr. Thomas F. Frangos;

Ms. Catherine R. Popowits;

620 -- 622 Waveland Condominium;

*M. SMITH* (48th Ward)

Glenwood Property Association;

Thorndale Beach North Condominium;

Thorndale East Condominium  
Association (2);

*ORR* (49th Ward)

1950 West Fargo Condo Association;

6251 North Glenwood Condominium  
Association;

*STONE* (50th Ward)

Oakley Place Condominium;

Park Manor Condo Association;

Twin Gables Condominium Association;

7522-1/2 Ridge Building Corporation.

4. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Numbers)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERMAN ROTI (1st Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Title and Trust Company, under Trust 1088617 -- to maintain and use an elevated pedestrian sidewalk above and along portion of West Haddock Place, between North Dearborn Street and North Garvey Court, and to maintain and use a concrete wall along portion of North Dearborn Street; and

Hyatt Corporation, doing business as Hyatt Regency Chicago -- to maintain and use a portion of the public way adjacent to 151 East Wacker Drive for a sidewalk cafe.

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*Referred* -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING  
CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Montegrano's Restaurant, Incorporated -- for one canopy at 1321 West Taylor Street;  
and

Wing's Chop Suey -- for one canopy at 1333 West Taylor Street.

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Presented For  
**ALDERMAN ROTI (1st Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Eight proposed ordinances, presented by Alderman Stone, 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:

Ahmanson Commercial Development Company -- to construct, maintain and use a trellis over the public way adjacent to 120 North LaSalle Street;

Bennett Brothers, Incorporated -- to maintain and use a vaulted area under the public way adjacent to 134 -- 144 South Wabash Avenue;

Carson Pirie Scott & Company -- to maintain and use a vaulted area under the public way adjacent to 10 South Wabash Avenue;

Inter-Track Partner's, doing business as Chicago Theatre Cafe -- to maintain and use a portion of the public way adjacent to 177 North State Street for a sidewalk cafe;

Mama Mia North Loop Partnership, doing business as Mama Mia Pasta -- to maintain and use a portion of the public way adjacent to 195 North Dearborn Street for a sidewalk cafe;

Mama Mia Pasta Michigan Avenue Partnership, doing business as Mama Mia Pasta -- to maintain and use a portion of the public way adjacent to 116 South Michigan Avenue for a sidewalk cafe;

Oak Edwardo's, Incorporated, doing business as Edwardo's Natural Pizza Restaurant -- to maintain and use a portion of the public way adjacent to 521 South Dearborn Street for a sidewalk cafe; and

Pets Calvert Company Corporation -- to maintain and use a loading platform on portion of the public way known as 2 West South Water Market.



*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR  
VARIOUS PURPOSES.

Also, six proposed orders, presented by Alderman Stone, directing the Commissioner of Public Works to grant permission to the applicants named to close to traffic certain public ways for the purposes specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Bozell, Incorporated -- to close to traffic that part of East Wacker Drive, between 323 East Wacker Drive and the dead end, from 8:00 P.M. to 12:00 Midnight, for the period extending May 8 through May 11, 1990 for light and sculpture events;

Mr. L. Karl Johnson/Alcocks "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, from 11:00 A.M. to 11:00 P.M. on Friday, June 15, 1990 for the 4th Annual Bear and Bull Bust fundraiser;

Mr. James M. Kane/Alzheimer & Gray Law Offices -- to close to traffic that part of North Wabash Avenue, between East Ohio and East Ontario Streets, from 2:30 P.M. to 5:30 P.M. on Saturday, June 9, 1990 in conjunction with the Rush-Presbyterian-Saint Luke's graduation commencement ceremony;

Mayor's Office of Special Events -- to close to traffic that part of South Columbus Drive, between East Monroe Street and East Congress Parkway, from 7:00 A.M. to 12:00 Midnight on Monday, June 10, 1990; and that part of East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive following the evening rush hour to before the morning rush hour, for the period extending May 31, 1990 to June 11, 1990 for the Chicago Blues Festival;

Mayor's Office of Special Events -- to close to traffic that part of East Jackson Boulevard, between South Lake Shore Drive and South Columbus Drive following the evening rush hour to before the morning rush hour, for the period extending May 31 through June 11, 1990; and that part of South Columbus Drive, from East Monroe Street to East Congress Parkway, from 7:00 A.M. to 12:00 Midnight during the period of June 2 and 3, 1990 for the Chicago Gospel Festival; and

University Village Association -- to close to traffic that part of West Taylor Street, from the pedestrian overpass to South Morgan Street; and that part of South Morgan Street, from West Taylor Street to West Roosevelt Road, from 3:00 P.M. on Thursday, June 14, 1990 to 3:00 P.M. on Monday, June 18, 1990 for "A Touch of Italy".

*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 1548 SOUTH ASHLAND AVENUE.

Also, a proposed order, presented by Alderman Stone, directing the Commissioner of Inspectional Services to issue a permit to Superior Outdoor Structures, Incorporated for the erection of a sign/signboard at 1548 South Ashland Avenue (Railroad) for Aztec Outdoor Advertising, Incorporated, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN RUSH (2nd Ward) And OTHERS:**

*Referred* -- CHAIRMAN OF COMMITTEE ON FINANCE URGED  
TO ESTABLISH SUBCOMMITTEE TO STUDY  
PENSION BENEFIT PLAN FOR CITY  
COUNCIL MEMBERS.

A proposed resolution, presented by Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Shaw, Vrdolyak, Huels, Fary, Carter, Langford, Kellam, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Austin, Kotlarz, Banks, Giles, Cullerton, O'Connor, Natarus, Eisendrath and, Orr, urging the Chairman of the Committee on Finance to establish a subcommittee to study cost-effective methods of providing pension benefits to City Council members, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN T. EVANS (4th Ward):**

TRIBUTE TO LATE MS. SAVANNAH KENNER PALMER.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to her eternal reward, Savannah Kenner Palmer, a much loved public servant; and

WHEREAS, Savannah Kenner Palmer was born April 17, 1911 in Merriweather, South Carolina to the Reverend General Thomas Kenner and Sadie Briggs Kenner; and

WHEREAS, Savannah Kenner Palmer was united in holy matrimony to the late Cornell Palmer in 1934 and to this union two daughters were born: Cornelia Palmer (Conni) of New York City and Artholian Palmer Freeman (Arti) of Scarsdale, New York; and

WHEREAS, Savannah was very active in the church and in the community. She was a faithful member of the Church of the Good Shepherd congregation for over 50 years; and

WHEREAS, Savannah served as an elected member of the Board of Christian Education and was also an elected representative of her church in the Chicago Congregational Association; and

WHEREAS, Savannah became a charter member of the Chicago Chapter, Links, Incorporated and was a member of the Midwest Bridge Unit for many years, winning numerous trophies in tournaments around the United States; and

WHEREAS, Savannah served on the Women's Auxillary Board of Provident Hospital and its Membership and Fund Raising Committee, as well as serving nine years on the Chicago Metropolitan Y.W.C.A. Board of Directors; and

WHEREAS, Savannah will be remembered for her love of life and her willingness to devote her life to service to her family, her church, her community and to mankind; and

WHEREAS, Savannah leaves to cherish her memory, two devoted daughters, Cornelia Palmer (Conni), of New York City and Artholian Palmer Freeman (Arti) of Scarsdale, New York; a son-in-law, Harold P. Freeman, M.D.; two loving grandsons, Harold P. Freeman, M.D. of San Diego, California and Neal P. Freeman of Washington, D.C.; a dedicated sister, Sadie Parks; her "adopted" mother, Lillie Harris; and a host of other relatives and friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby express our deep sorrow on the passing of Savannah Kenner Palmer, and extend to her family our deepest sympathy on the loss of such an outstanding citizen; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Savannah Kenner Palmer.

Alderman T. Evans 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 T. Evans, the foregoing proposed resolution was *Adopted* by a rising vote.

*Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF EAST 52ND STREET AND SOUTH BLACKSTONE AVENUE.*

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Katie Johnson to hold a sidewalk sale in front of 1440 -- 1448 East 52nd Street and 5139 South Blackstone Avenue on Saturday, May 12, 1990 and Sunday, May 19, 1990, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred -- UNITED STATES CONGRESS URGED TO INTERVENE IN INDIA -- PAKISTAN DISPUTE.*

Also, a proposed resolution urging the United States Congress to take appropriate action to initiate an end to the India -- Pakistan dispute and acknowledge the right of self-determination for the people of the State of Kashmir, which was *Referred to the Committee on Intergovernmental Relations.*

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*Referred -- PERMISSION TO CONSTRUCT AND MAINTAIN PLANTER ON PORTION OF EAST 47TH STREET.*

Also, a proposed resolution to grant permission to The Kenwood Open House Committee to install and maintain a concrete planter on a portion of the public way at the entrance of the 47th Street Illinois Central Railroad viaduct, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN STEELE (6th Ward),  
ALDERMAN J. EVANS (21st Ward)  
And OTHERS:**

*Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-5(a) BY REQUIRING PACKAGE GOODS LICENSE APPLICANTS TO FULFILL LEGAL VOTER NOTIFICATION REQUIREMENT PRIOR TO SUBMISSION OF APPLICATION.*

A proposed ordinance, presented by Aldermen Steele, J. Evans, Tillman, T. Evans,

E. Smith, Bialczak and Figueroa, to amend Municipal Code Chapter 147, Section 147-5(a) by requiring package goods license applicants to service written notification to legal voters residing within 250 feet of the intended place of business prior to submission of the license application, which was *Referred to the Committee on License*.

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Presented By

**ALDERMAN BEAVERS (7th Ward):**

*Referred*-- INSTALLATION OF GUARDRAIL ON PORTION  
OF EAST 78TH STREET.

A proposed order directing the Commissioner of Public Works to give consideration to the installation of a guardrail on the west side of the parkway at 3018 East 78th Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- DESIGNATION OF CITY HALL AREA FOR EXERCISE  
CLASSES AND RELATED PUBLIC LECTURES.

Also, a proposed resolution urging the appropriate City departments to designate an area of City Hall for the purposes of conducting exercise classes and related public lectures, which was *Referred to the Committee on Health*.

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Presented By

**ALDERMAN SHAW (9th Ward):**

SUPPORT GIVEN TO AGAPE HOUSE FUNDRAISER.

A proposed resolution reading as follows:

WHEREAS, Agape House is an organization dedicated to helping the homeless youths of our great city; and

WHEREAS, Of the estimated 21,000 homeless youths, approximately 12,000 are older youths (ages 18 to 21) who are not adequately served by either the child welfare system or by the adult shelter system; and

WHEREAS, Half of all our homeless youths have been physically abused and/or neglected, and an alarming one-third of our youths have been deserted or rejected by parents who suffer from alcoholism, mental illness or economic deprivation; and

WHEREAS, Homeless adolescents are at high risk of becoming adjudicated delinquents or being arrested for a felony, as well as acquiring a variety of sexually transmitted diseases, including A.I.D.S.;and

WHEREAS, The bulk of the problems of our homeless youths lies in the Chicago Metro area and surrounding suburbs; and

WHEREAS, Agape House will be a "safe home" for the homeless youths of our great city; a place where they will be able to have emergency shelter, food, showers and counseling through the program; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered here this 16th day of May, 1990, A.D., do hereby urge that we support a fundraiser on behalf of Agape House; and

*Be It Further Resolved*, That we appeal to all Chicago residents to respond fully and correctly so that our great City may enjoy its just proportion of services, programs and continue on our road to progress and success.

Alderman Shaw 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 Shaw, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulte, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

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

*Referred* -- CHICAGO POLICE DEPARTMENT AREA 2  
HEADQUARTERS TO BE NAMED AS CALUMET  
AREA 2 HEADQUARTERS.

Also, a proposed ordinance to name the Chicago Police Department Area 2 Headquarters located at 727 East 111th Street as the Calumet Area 2 Headquarters, which was *Referred to the Committee on Buildings*.

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Presented By

**ALDERMAN VRDOLYAK (10th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF SOUTH EWING AVENUE FOR SAINT FRANCIS  
de SALES CHURCH CARNIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to Reverend James P. Keating to close to traffic that part of South Ewing Avenue, between 10201 and 10227, from 5:00 P.M. to 12:00 Midnight for the period extending July 10 through July 17, 1990 in conjunction with the Saint Francis de Sales Church carnival, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTIONS OF SOUTH EWING AVENUE AND EAST  
106TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the East Side Chamber of Commerce to hold a sidewalk sale on that part of South Ewing Avenue, between East 104th Street and East 106th Street and on that part of East 106th Street, between South Avenue H and South Avenue L, during the period of July 20 and 21, 1990 and to close to traffic that part of South Ewing Avenue, between East 105th Street and East 106th Street, from 9:00 A.M. to 9:00 P.M. on Friday, July 20, 1990 and from 9:00 A.M. to 5:00 P.M. on Saturday, July 21, 1990 for entertainment purposes in conjunction with the sidewalk sale, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN HUELS (11th Ward):**

*Referred*--EXEMPTION OF BANK STRUCTURES, INCORPORATED  
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING  
TO ALLEY ACCESSIBILITY.

A proposed ordinance to exempt Bank Structures, Incorporated from the physical barrier requirement pertaining to alley accessibility for the parking facility adjacent to 3156 South Morgan Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN FARY (12th Ward):**

*Referred*--GRANT OF PRIVILEGE TO TEXAS EASTERN  
TRANSMISSION CORPORATION TO MAINTAIN AND USE  
PIPELINE UNDER AND ACROSS PORTIONS OF  
SOUTH KEDZIE AVENUE AND SOUTH  
CALIFORNIA AVENUE.

A proposed ordinance to grant permission and authority to Texas Eastern Transmission Corporation to maintain and use a steel pipeline under and across a portion of South Kedzie Avenue, near West 36th Street, and under and across a portion of South California Avenue, near West 35th Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- PERMISSION TO HOLD CARNIVALS ON  
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, three proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed, as noted, for the conduct of carnivals and/or street fairs, which were *Referred to the Committee on Beautification and Recreation*, as follows:



Brighton Park Lithuanian Homeowners -- to hold the Brighton Park Lithuanian Homeowners Fair and Carnival on that part of South Western Boulevard, from 4300 south to 4700 south, for the period extending July 12 through July 16, 1990;

Brighton Park Lithuanian Homeowners -- to hold the Brighton Park Lithuanian Homeowners Fair and Carnival on that part of South Western Boulevard, from 4300 south to 4700 south, for the period extending July 13 through July 15, 1990; and

Brighton Park-McKinley Park Youth Foundation -- to hold the 1990 Spring Harvest Fest Carnival and Fair on that part of South Western Boulevard, between South Archer Avenue and West Pershing Road, for the period extending May 21 through May 28, 1990.

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Presented By

**ALDERMAN BURKE (14th Ward):**

*Referred* -- PERMISSION TO PARK PICKUP TRUCK AT  
6530 SOUTH SACRAMENTO AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Robert Mazurkiewicz to park a pickup truck in front of his residence at 6530 South Sacramento Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN LANGFORD (16th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,  
SECTION 147-2 BY DISALLOWING ISSUANCE OF  
NEW LIQUOR LICENSES IN SPECIFIED  
PORTIONS OF SIXTEENTH WARD.

A proposed ordinance to amend Municipal Code Chapter 147, Section 147-2 by adding thereto a new subsection to be known as Section 147-2(13) specifying that area of the 16th Ward wherein no new liquor licenses shall be issued, while allowing for the renewal or

issuance of liquor licenses to those businesses established and licensed prior to the effective date of this ordinance, which was *Referred to the Committee on License.*

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*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. Audrey Drew/Englewood Businessmen's Association to hold a sidewalk sale on that part of South Halsted Street, from 6200 south to 6500 south and on that part of West 63rd Street, from 700 west to 900 west, for the period extending May 31 through June 2, 1990, which was *Referred to the Committee on Beautification and Recreation.*

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Presented For

**ALDERMAN STREETER (17th Ward):**

*Referred*-- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL  
POLICE EMPLOYED BY TRUE TEMPLE OF SOLOMON.

A proposed ordinance, presented by Alderman Davis, requiring True Temple of Solomon to pay a ten dollar license fee for each of the special police employed at 7138 South Halsted Street, pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

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*Referred*-- CANCELLATION OF APPLICATION AND INSTALLATION  
FEES FOR HANDICAPPED SIGN AT 7244 SOUTH  
PEORIA STREET.

Also, a proposed order, presented by Alderman Davis, directing the City Comptroller to cancel the application and installation fees for the handicapped sign to be installed at 7244 South Peoria Street, which was *Referred to the Committee on Finance.*

Presented By

**ALDERMAN KELLAM (18th Ward):**

**ALL CHICAGOANS URGED TO COMMEMORATE  
MEMORIAL DAY 1990.**

A proposed resolution reading as follows:

WHEREAS, On Memorial Day we pause to remember those Americans who have given their lives in the defense of our Great Nation; and

WHEREAS, These courageous men and women have for over two hundred years secured the blessings of freedom and liberty for all Americans, as well as for those that have been enslaved throughout the world; and

WHEREAS, For the selflessness and valor of over one million American service personnel of all races, religions and ethnic origins who have given "Their Last Full Measure of Devotion" for our well-being, we are forever grateful; and

WHEREAS, Today, Memorial Day, let us renew our determination to remember our nation's heroes who have given so much of themselves, inasmuch as "Everyday is not too Often to Remember Those Men and Women of Vision and Valor Who Bought our Liberty"; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled in a meeting this 16th day of May, 1990, A.D., do hereby urge all Chicagoans to remember the courage and sacrifice of our veterans.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

RECOGNITION OF JUNIOR RESERVE OFFICERS TRAINING  
CORPS ANNUAL CADETS DAY PARADE,  
JUNE 8, 1990.

Also, a proposed resolution reading as follows:

WHEREAS, The Chicago Public School System has Junior Reserve Officers Training Corps in its thirty-one high schools, the largest of any school system in the United States; and

WHEREAS, The cadets, cadres and administrators of this system are holding their Annual Cadets Day Parade in Chicago on June 8, 1990, at 11:00 A.M.; and

WHEREAS, The parade is hosted by the Chicago Public School System and honors the cadets for their achievements during the school year; and

WHEREAS, An award ceremony honoring cadets will be held at the Buckingham Fountain immediately following the parade; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council of the City of Chicago, assembled in a meeting this 16th day of May, 1990, A.D., do hereby urge all Chicagoans to participate in these events.

Alderman Stone 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 Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

*Referred* -- PERMISSION TO HOLD SAINT DENIS FAMILY  
FESTIVAL/CARNIVAL ON PORTION OF SOUTH  
ST. LOUIS AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Clare Kelly to hold the Saint Denis Family Festival/Carnival on that part of South St. Louis Avenue, between West 83rd Street and West 83rd Place, for the period extending June 13 through June 18, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF  
SOUTH ST. LOUIS AVENUE AND WEST 83RD STREET  
FOR SAINT DENIS PARISH FAMILY FESTIVAL.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants named to close to traffic certain public ways for the conduct of the Saint Denis Parish Family Fest, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Father Hagan/Saint Denis Church -- to close to traffic that part of South St. Louis Avenue, from West 83rd Street to West 83rd Place, for the period extending June 13 through June 17, 1990; and

Ms. Clare Kelly -- to close to traffic that part of West 83rd Street, from South St. Louis Avenue to the railroad tracks (private property), for the period extending June 13 through June 17, 1990.

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*Referred* -- WAIVER OF ALL PERMIT FEES FOR SAINT DENIS  
FAMILY FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to waive all permit fees for the Saint Denis Family Festival, for the period extending June 13 through June 17, 1990, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN SHEAHAN (19th Ward) And OTHERS:**

*Referred* -- MAYOR DALEY AND CHICAGO CITY COUNCIL URGED TO  
REFRAIN FROM ENTERING AGREEMENT WITH VILLAGE  
OF ROBBINS AND READING ENERGY COMPANY  
FOR CONSTRUCTION OF MUNICIPAL  
WASTE INCINERATOR.

A proposed resolution, presented by Aldermen Sheahan, Kellam, J. Evans and Krystyniak, urging The Honorable Richard M. Daley, Mayor and members of the City Council to refrain from entering into a contractual agreement with the Village of Robbins and the Reading Energy Company for the construction of a municipal waste incinerator, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

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Presented By

**ALDERMAN J. EVANS (21st Ward):**

*Referred* -- CONSTRUCTION OF AREA CROSSWALK AT 8704 SOUTH  
KERFOOT AVENUE FOR MORGAN GARRET PUBLIC SCHOOL.

A proposed order directing the Commissioner of Public Works to give consideration to the construction of an area crosswalk at 8704 South Kerfoot Avenue for Morgan Garret Public School, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN J. EVANS (21st Ward) And  
ALDERMAN STEELE (6th Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 192 BY  
ADDING NEW SECTION 192-18.1 REQUIRING ALL  
PUBLIC TELEPHONES TO UTILIZE ROTARY  
TYPE DIALING SYSTEM.

A proposed ordinance to amend Municipal Code Chapter 192 by adding thereto, in its proper numerical sequence, a new section to be known as Section 192-18.1, requiring all telephones located on public ways or accessible to the public to be of the rotary type dialing system, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented By

**ALDERMAN J. EVANS (21st Ward) And  
ALDERMAN GARCIA (22nd Ward):**

*Referred*-- COMMITTEE ON POLICE, FIRE AND MUNICIPAL  
INSTITUTIONS URGED TO HOLD PUBLIC HEARINGS  
ON FEASIBILITY OF EXPANDING CHICAGO  
POLICE DEPARTMENT'S MOBILE  
UNIT STRIKE FORCE.

A proposed resolution urging the Committee on Police, Fire and Municipal Institutions to conduct public hearings into the feasibility of expanding the Chicago Police Department's Mobile Unit Strike Force, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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Presented By

**ALDERMAN GARCIA (22nd Ward):**

BUILDING DECLARED PUBLIC NUISANCE AND  
ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building at 2235 South Kildare Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The building located at 2235 South Kildare Avenue is declared a public nuisance, and the Commissioner of Buildings is hereby authorized and directed to cause the demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

Alderman Garcia 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 Garcia, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- PERMISSION TO HOLD LITTLE VILLAGE CHAMBER  
OF COMMERCE ANNUAL SIDEWALK SALE ON PORTION  
OF WEST 26TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Jose Arrellano to hold the Little Village Chamber of Commerce Annual Sidewalk Sale on that part of West 26th Street, between South Kedzie Avenue and South Kostner Avenue, for the period extending May 31 through June 3, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- INSTALLATION OF YARD LIGHTS ON PORTIONS OF  
SOUTH KARLOV AVENUE AND WEST 24TH PLACE.

Also, a proposed order directing the Commissioner of Inspectional Services to give consideration to the installation of yard lights in the 2700 block of South Karlov Avenue and the 4200 block of West 24th Place, which was *Referred to the Committee on Finance*.

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*Referred* -- ILLINOIS GENERAL ASSEMBLY URGED TO OPPOSE  
PROPOSED EDUCATION VOUCHER SYSTEM.

Also, a proposed resolution urging the Illinois General Assembly to oppose the passage of House Bill 890, which would establish a State Board of Education voucher system, which was *Referred to the Committee on Education*.



Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27  
BY ADDING NEW SECTION 27-275.2 PROHIBITING  
OPERATION OF MOTOR VEHICLES ON PORTIONS  
OF PUBLIC WAYS WHERE POSTED SIGNS  
FORBID SUCH TRAFFIC.

A proposed ordinance to amend Municipal Code Chapter 27 by adding thereto a new section, to be known as Section 27-275.2, which would prohibit the operation of any motor vehicle on portions of the public way wherein signs have been posted to forbid such traffic, except for the loading or unloading of said vehicle or for the purpose of ingress or egress to adjacent property, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
104.2 BY ADDING NEW SECTION 104.2-10.1  
REGULATING INSTALLATION OR  
OPERATION OF AUTOMATIC  
AMUSEMENT DEVICES.

Also, a proposed ordinance to amend Municipal Code Chapter 104.2 by adding thereto a new section, to be known as Section 104.2-10.1, which would regulate the installation and operation of automatic amusement devices, which was *Referred to the Committee on License*.

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*Referred* -- PORTION OF SOUTH ARCHER AVENUE TO  
RECEIVE HONORARY DESIGNATION OF "PETER  
AND KENNY FAKLIS AVENUE".

Also, a proposed ordinance directing the Commissioner of Public Works to designate that part of South Archer Avenue, from South Mobile Avenue to South Narragansett Avenue, as "Peter and Kenny Faklis Avenue", which was *Referred to the Committee on Streets and Alleys*.

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 50TH STREET FOR SAINT RICHARD  
PARISH CARNIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Saint Richard Parish to close to traffic that part of West 50th Street, between South Kostner and South Kenneth Avenues, for the period extending July 22 through July 30, 1990 in conjunction with a church carnival, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- INSTALLATION OF LIGHT IN ALLEY BOUNDED  
BY WEST 64TH PLACE, WEST 65TH STREET,  
SOUTH NATCHEZ AVENUE AND SOUTH  
NASHVILLE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to install a light in the alley bounded by West 64th Place, West 65th Street, South Natchez Avenue and South Nashville Avenue, which was *Referred to the Committee on Finance*.

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*Referred*-- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 6353 WEST 55TH STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to White Way Sign Company for the erection of a sign/signboard at 6353 West 55th Street for the Bank of Chicago, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN HENRY (24th Ward):**

CONGRATULATIONS EXTENDED TO *CHICAGO DEFENDER*  
ON ITS EIGHTY-FIFTH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has, for eighty-five years, had the privilege of being served by the continuous publication of the *Chicago Defender*, since its inception on May 5, 1905; and

WHEREAS, The *Chicago Defender* did, in 1905, identify nine planks which did constitute its Platform, and which were intrinsic to the essence of the human rights and freedoms upon which, and for which, this nation was founded; presenting those precepts as:

1. Racial prejudice worldwide must be destroyed.
2. Racially unrestricted membership in all unions.
3. Equal employment opportunities on all jobs, public and private.
4. True representation in all United States police forces.
5. Complete cessation of all school segregation.
6. Establishment of open occupancy in all American housing.
7. Federal intervention to protect civil rights in all instances where civil rights compliance at the state level breaks down.
8. A Black in the President's cabinet.
9. A federal law against lynching.

; and

WHEREAS, The *Chicago Defender* has throughout the years of its existence frequently been the sole or principal forum for courageous individuals in the forefront of many facets of ongoing struggles for justice, freedom, and equality for all; and also the forum for the common man and woman with an opinion to express or a problem to share; and

WHEREAS, The *Chicago Defender* has since its inception provided documentation of the noteworthy accomplishments of African-Americans and other minorities, celebrating that which may have remained otherwise unknown; lauding that which may have remained otherwise unapplauded; and

WHEREAS, The *Chicago Defender* has been the impetus for the implementation of immeasurable charitable activities, willingly serving those in need; and

WHEREAS, The *Chicago Defender* did initiate the premier celebration purely for the pleasure and recognition of minority children which is now the traditional Annual Bud Billiken Parade; and

WHEREAS, The *Chicago Defender* has been, and remains, the voice both of and for countless good works; and

WHEREAS, The *Chicago Defender* continuously performs valuable services to the citizens of greater Chicagoland in general, and to minority citizens in particular, which include, among many: providing informational, educational, entertaining, and commercially supportive features; and

WHEREAS, The *Chicago Defender* continuously provides valuable service to public officials in projecting the pulse of their constituents, as well as in reporting their own positions and proposals; and

WHEREAS, The *Chicago Defender* was founded eighty-five years ago by Robert S. Abbott, LL.B., for purposes shared by its publishers, editors, and staff throughout the generations since, and no less by the Sengstacke family, the publishers, editors, and staff today; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this 16th day of May, 1990, do hereby salute the *Chicago Defender* on its eighty-five years of service, and wish the Sengstackes and every member of the *Defender* family, now and in the future, many times eighty-five more years of ever-increasing success and recognition for the value of their public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the *Chicago Defender*.

Alderman Henry moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Henry, seconded by Aldermen Rush, Tillman, T. Evans, Beavers, Shaw, Davis, Langford and Giles, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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At this point in the proceedings, Mayor Richard M. Daley, on behalf of his family and the people of Chicago, expressed his thanks to the *Chicago Defender* for its eighty-five years of

unwavering effort on behalf of the cause of human rights for all people. The Mayor also conveyed his admiration of and gratitude to the Abbott and Sengstacke families for their ongoing involvement in the city's civic, charitable and educational organizations as well as for their commitment to the staff of the *Chicago Defender*.

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Alderman Shaw moved to *Suspend the Rules Temporarily* to permit Mr. Fredrick Sengstacke, Publisher of the *Chicago Defender*, the privilege of the floor. The motion *Prevailed* by a viva voce vote.

Speaking from the Mayor's podium, Mr. Frederick Sengstacke thanked Mayor Richard M. Daley and the members of the City Council for their recognition of the eighty-fifth anniversary of the founding of the *Chicago Defender*. Mr. Sengstacke then noted that at the inception of the *Chicago Defender* in 1905, founder Robert S. Abbott had set forth a platform composed of nine points. With only two of these points accomplished -- an African-American in the cabinet of the President of the United States and a law prohibiting lynching -- Mr. Sengstacke declared that the *Chicago Defender* would continue its quest to realize the remainder of Mr. Abbott's original platform.

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Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Acme Barrel Company -- to install and maintain a standard size manhole in the public way adjacent to 2300 West 13th Street;

Kerr Glass Manufacturing Corporation -- to maintain and use a concrete tunnel and pipeline under and across portions of West 16th Street, near South Western Avenue; and

Mr. Antonio Torres -- to construct, maintain and use a fire escape over the public way adjacent to 1729 West 17th Street.

*Referred* -- ISSUANCE OF PERMIT TO HOLD FIFTH ANNUAL  
FIESTA DEL SOL ON PORTIONS OF VARIOUS  
PUBLIC WAYS.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Pilsen Neighbors Community Council to hold the Fifth Annual Fiesta Del Sol on portions of West 21st Street, South Blue Island Avenue, West Cullerton Street, West 19th Street, South Loomis Street, South Laflin Street and West Cermak Road, for the period extending August 1 through August 6, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- ISSUANCE OF PERMIT TO CONSTRUCT AND  
MAINTAIN CANOPY AT 2735 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Ms. Linda Garcia to construct, maintain and use one canopy to be attached to the building or structure at 2735 West Cermak Road, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN BUTLER (27th Ward):**

**MAY AND JUNE, 1990 DECLARED "GOSPEL AWARENESS  
MONTHS IN CHICAGO".**

A proposed resolution reading as follows:

WHEREAS, The City of Chicago is the undisputed home of gospel music and home to the world's largest, free outdoor festival; and

WHEREAS, The 1990 Gospel Festival Screening Committee selected 36 local gospel artists from over 85 entrants to perform in various mini-concerts, during the month of May in schools, churches, the Loop and O'Hare, to create awareness for the 6th Annual Chicago Gospel Festival; and

WHEREAS, The pre-festival program was designed by the city to showcase Chicago's multi-talented gospel artists representing all Chicago; and

WHEREAS, The 6th Annual Chicago Gospel Festival, June 2 and 3, will feature some of Chicago's own stellar performers including Inez Andrews, Reverend Clay Evans and the Fellowship Choir, Walt Whitman and the Soul Children of Chicago, Darius Brooks, Dr. Charles G. Hayes and Cosmopolitan Church of Prayer Choir, Albertina Walker, the Norfleet Brothers, and many, many more; and

WHEREAS, A special salute to legendary gospel greats, Pops Staples and the Barrett Sisters will be held on June 2nd during the Gospel Festival; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago, declare the months of May and June as Gospel Awareness Months; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Wanda Wells, Chairperson of the 1990 Chicago Gospel Festival Screening Committee, with our esteem and best wishes.

Alderman Butler 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 Butler, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 86.1  
BY ADDING NEW SECTIONS 86.1-11 AND 86.1-12  
REGULATING ISSUANCE OF ADVERTISING  
SIGN PERMITS AND PLACEMENT OF  
ADVERTISING SIGNS.

Also, a proposed ordinance to amend Municipal Code Chapter 86.1 by adding thereto two

new sections, to be known as Sections 86.1-11 and 86.1-12 requiring City Council approval prior to issuance of advertising sign permits and regulating the placement and subject matter of such advertising signs, which was *Referred to the Committee on Zoning*.

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*Referred --* CANCELLATION OF DEMOLITION LIEN AGAINST  
PROPERTY OWNED BY SALVATION ARMY AT  
1502 WEST MADISON STREET.

Also, a proposed ordinance directing the City Comptroller to cancel, waive and release a demolition lien against the property at 1502 West Madison Street, owned by the Salvation Army and used as low-income senior citizen housing, which was *Referred to the Committee on Finance*.

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*Referred --* AMENDMENT OF ORDINANCES WHICH AUTHORIZED  
VACATION OF PORTIONS OF WEST FLOURNOY STREET  
AND SOUTH HERMITAGE AVENUE.

Also, a proposed ordinance to amend previously passed ordinances which authorized the vacation of portions of West Flourney Street and South Hermitage Avenue to allow Rush-Presbyterian-Saint Luke's Medical Center to locate specified structures on portions of said vacated public ways, which was *Referred to the Committee on Streets and Alleys*.

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*Referred --* GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

McCormick & Company, Incorporated -- to maintain and use a one-story covered bridge over and across the public alley between West Monroe Street and West Madison Street, connecting 2534 -- 2540 West Monroe Street with 2549 West Madison Street;



MVP Enterprises, Incorporated -- to maintain and use a covered bridge over and across a portion of West Polk Street, near South Campbell Avenue; and

Rush-Presbyterian-Saint Luke's Medical Center -- to maintain and use two covered pedestrian bridges over and across portions of South Paulina Street, adjacent to 600 South Paulina Street; and West Harrison Street, adjacent to 1725 West Harrison Street.

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Presented By

**ALDERMAN E. SMITH (28th Ward):**

*Referred* -- APPROVAL OF PLAT OF BETHEL HAMLIN BOULEVARD  
SUBDIVISION ON PORTION OF NORTH HAMLIN BOULEVARD.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Bethel Hamlin Boulevard Subdivision located on the west side of North Hamlin Boulevard, between West Maypole Avenue and West West End Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- PERMISSION TO HOLD ANNUAL BLOCK PARTY  
ON PORTION OF WEST FIFTH AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Flossie Love to conduct an annual block party on both sides of West Fifth Avenue, from South Kildare Avenue to South Kostner Avenue, on Friday, May 25, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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Presented By

**ALDERMAN DAVIS (29th Ward):**

*Referred* -- EXEMPTION OF MR. MASAYO KOSHIYAMA  
FROM PHYSICAL BARRIER REQUIREMENT TO  
ALLEY ACCESSIBILITY.

A proposed ordinance exempting Mr. Masayo Koshiyama from the physical barrier

requirement pertaining to alley accessibility for the parking facility adjacent to 21 South Austin Boulevard, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- ISSUANCE OF SPECIAL USE PERMIT TO MAINTAIN  
SIGN AT 310 NORTH LARAMIE AVENUE.

Also, a proposed ordinance requesting the City Council of the City of Chicago to grant a special use permit to New Mount Sinai Baptist Church to maintain an existing sign on its premises at 310 North Laramie Avenue, which was *Referred to the Committee on Zoning*.

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*Referred* -- PERMISSION TO HOLD WESTSIDE ALIVE PLANNING  
COMMITTEE BLOCK PARTY FESTIVAL ON PORTION OF  
WEST MADISON STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Santino Lettieri to conduct the Westside Alive Planning Committee Block Party Festival on West Madison Street, from North Menard Avenue to North Mayfield Avenue, on Sunday, August 5, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST LAKE STREET FOR MARS HILL  
SCHOOL PICNIC.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mars Hill School to close to traffic that portion of West Lake Street between North Mayfield Avenue and North Austin Boulevard, on Saturday, May 26, 1990 for the conduct of a school picnic, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN DAVIS (29th Ward) And OTHERS:**

CONGRATULATIONS EXTENDED TO AUSTIN COMMUNITY  
ACADEMY HIGH SCHOOL ON ITS ONE  
HUNDREDTH ANNIVERSARY.

A proposed resolution, presented by Aldermen Davis, E. Smith and Giles, reading as follows:

WHEREAS, The Austin Community Academy High School is holding its centennial celebration depicting one hundred years of service as an outstanding educational institution; and

WHEREAS, "Enter to learn, leave to serve", is a fitting motto for the Austin Community Academy High School which continues to strive to achieve its goals of high scholarship, superiority of character and service to community; and

WHEREAS, This outstanding secondary school has throughout the years encouraged and developed its students to become exemplary American citizens and has supplied leadership in all fields of endeavor and many of its tens of thousands of graduates have assumed prominent positions in education, the sciences, business and industry, cultural pursuits and in admirable citizenship; and

WHEREAS, In recognition of the crucial roles played by high schools in preparing our young people for responsible citizenship which will move our country more assuredly towards the goals of peace, prosperity, equality and justice for all; now, therefore,

*Be It Resolved*, By The Honorable Mayor and the Chicago City Council in meeting this 16th day of May, 1990 A.D., that we extend congratulations to Mr. Victor Adams, President of the Local School Council, all council members, its outstanding Principal, Mr. Earl Williams, all members of the faculty and staff and the entire student body as all of Chicago join in the Centennial Celebration of the Austin Community Academy High School; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the Austin Community Academy for its permanent records.

Alderman Davis moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulte, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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Presented By

**ALDERMAN BIALCZAK (30th Ward):**

*Referred* -- CHICAGO TRANSIT AUTHORITY REQUESTED TO  
INSTALL BUS PASSENGER SHELTERS AT  
SPECIFIED LOCATIONS.

Two proposed orders directing the Chicago Transit Authority to consider the installation of bus passenger shelters on the southeast corner of North Austin Boulevard and West Bloomingdale Avenue and on the southeast corner of North Austin Boulevard and West Cortland Avenue, which were *Referred to the Committee on Local Transportation*.

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*Referred* -- CHICAGO TRANSIT AUTHORITY REQUESTED TO  
CONSIDER ERECTION OF BUS PASSENGER SHELTER  
AT INTERSECTION OF WEST BELMONT AVENUE  
AND NORTH KILPATRICK AVENUE.

Also, a proposed order directing the Chicago Transit Authority to consider the erection of a bus passenger shelter for eastbound passengers on the southwest corner of West Belmont Avenue and North Kilpatrick Avenue, which was *Referred to the Committee on Local Transportation*.

Presented By

**ALDERMAN BIALCZAK (30th Ward) And OTHERS:**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 147,  
SECTION 147-2, BY PROHIBITING ISSUANCE OF NEW  
LIQUOR LICENSES ON PORTION OF  
WEST NORTH AVENUE.

A proposed ordinance, presented by Aldermen Bialczak, Davis and Giles, to amend Municipal Code Chapter 147, Section 147-2 by prohibiting the issuance of new liquor licenses on both sides of West North Avenue, between 4300 west and 6000 west, while allowing for the renewal or issuance of liquor licenses to those businesses established and licensed prior to the effective date of this ordinance, which was *Referred to the Committee on License*.

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Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
NORTH CLOVER STREET FOR HOLY TRINITY HIGH  
SCHOOL RUMMAGE SALE.

A proposed order directing the Commissioner of Public Works to grant permission to Holy Trinity High School to close to traffic that portion of North Clover Street, from West Division Street south to the dead end, from 6:00 A.M. on Saturday, May 19 to 6:00 P.M. on Sunday, May 20, 1990 for the conduct of a rummage sale, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- ISSUANCE OF PERMIT TO HOLD SAINT HEDWIG  
CHURCH CARNIVAL ON PORTION OF WEST  
WEBSTER AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Saint Hedwig Church for the conduct of a carnival and/or street fair on that portion of West Webster Avenue, between North Hoyne and North Hamilton Avenues, for the period extending June 5 through June 11, 1990, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

**ALDERMAN MELL (33rd Ward) And OTHERS:**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 135,  
SECTIONS 135-14.1 AND 135-14.2, BY RESTRICTING  
SALE OF MARKING DEVICES AND SPRAY PAINT  
WITHIN CHICAGO CITY LIMITS.

A proposed ordinance, presented by Aldermen Mell, Rush, T. Evans, Steele, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Bialczak, Figueroa, Cullerton, Laurino, Banks, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, and Stone amending Municipal Code Chapter 135, Section 135-14.1 by restricting the sale of non-soluble marking pens to persons under eighteen years of age and by adding a new Section 135-14.2 prohibiting the sale of spray paint by licensed retail businesses within the Chicago city limits, which was *Referred to the Committee on Committees, Rules and Ethics.*

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Presented By

**ALDERMAN AUSTIN (34th Ward):**

DRAFTING OF ORDINANCE FOR VACATION OF PORTIONS OF  
PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 107TH  
PLACE, WEST 108TH STREET, SOUTH PRINCETON  
AVENUE AND CHICAGO AND WESTERN INDIANA  
RAILROAD RIGHT-OF-WAY.

A proposed order reading as follows:

*Ordered*, that the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the west 109 feet of the east-west 16-foot public alley together with the second north-south public alley west of South Princeton Avenue in the block bounded by West 107th Place, West 108th Street, the east right-of-way line of the Chicago & Western Indiana Railroad and South Princeton Avenue for Roseland Christian School (No. 16-34-90-1484); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Austin 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 Austin, the foregoing proposed order was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schalter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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*Referred* -- GRANT OF PRIVILEGE TO CARL BUDDIG AND  
COMPANY TO MAINTAIN AND USE METER VAULT  
AT 11914 SOUTH PEORIA STREET.

Also, a proposed ordinance to grant permission and authority to Carl Buddig and Company to maintain and use a meter vault in front of the premises at 11914 South Peoria Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN KOTLARZ (35th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH HAMLIN AVENUE FOR REMOVAL OF  
HAMLIN AVENUE BRIDGE STRUCTURE.

A proposed order directing the Commissioner of Public Works to close to traffic that portion of North Hamlin Avenue, from the east property line of the Kennedy Expressway to the west property line of the Kennedy Expressway, for the closure and removal of the Hamlin Avenue Bridge structure, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

**ALDERMAN BANKS (36th Ward):**

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH NARRAGANSETT AVENUE FOR CHILDRENS'  
MEMORIAL HOSPITAL "5K" RUN.

A proposed order directing the Commissioner of Public Works to grant permission to the Brickyard Association to close to traffic that portion of North Narragansett Avenue, from West Fullerton Avenue to West Diversey Avenue, for the conduct of the "I Hit The Bricks For Childrens' Memorial Hospital '5K' Run" on Sunday, May 20, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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Presented By

**ALDERMAN CULLERTON (38th Ward):**

*Referred*-- GRANT OF PRIVILEGE TO OUR LADY OF THE RESURRECTION  
MEDICAL CENTER TO MAINTAIN AND USE TWO CONDUITS  
UNDER AND ACROSS PORTIONS OF WEST  
ADDISON STREET.

A proposed ordinance to grant permission and authority to Our Lady of the Resurrection Medical Center to maintain and use two conduits under and across portions of West Addison Street, connecting 5645 West Addison Street to 5644 West Addison Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- ISSUANCE OF PERMIT TO HOLD SAINT BARTHOLOMEW  
CATHOLIC CHURCH CARNIVAL ON PORTION OF NORTH  
LAVERGNE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to



Saint Bartholomew Catholic Church for the conduct of a carnival and/or street fair in the 3600 block of North Lavergne Avenue and in the east-west alley of the 4900 block, between West Addison and West Patterson Streets, for the period extending June 3 through June 11, 1990, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred --* EXEMPTION OF PARKING FACILITY ADJACENT TO  
4652 NORTH CENTRAL PARK AVENUE FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

A proposed order to exempt the parking facility adjacent to 4652 North Central Park Avenue from the physical barrier requirement pertaining to alley accessibility, pursuant to the provisions of Municipal Code Chapter 33, Section 33- 19.1, which was *Referred to the Committee on Streets and Alleys.*

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Presented For

**ALDERMAN LAURINO (39th Ward):**

*Referred --* GRANT OF PRIVILEGE TO BANKERS LIFE AND  
CASUALTY COMPANY TO MAINTAIN AND USE TWO  
ELECTRIC CONDUITS UNDER AND ACROSS  
PORTION OF WEST LAWRENCE  
AVENUE.

A proposed ordinance, presented by Alderman Cullerton, granting permission and authority to Bankers Life and Casualty Company to maintain and use two electric conduits running under and across West Lawrence Avenue, connecting 4444 West Lawrence Avenue to 4425 West Lawrence Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

**ALDERMAN O'CONNOR (40th Ward):**

*Referred* -- GRANTS OF PRIVILEGE TO SWEDISH COVENANT  
HOSPITAL FOR SPECIFIED PURPOSES.

Two proposed ordinances to grant permission and authority to Swedish Covenant Hospital for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

To maintain and use a concrete trench carrying electrical conduits under and across a portion of West Foster Avenue, near North California Avenue; and

To construct, maintain and use an overhead covered pedestrian bridge adjacent to its premises at 5145 North California Avenue and connecting the second floors of the hospital, the parking structure and the medical office building.

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*Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Fruit Market -- to construct, maintain and use one canopy at 3052 West Montrose Avenue; and

Ms. Luisa Orrego -- to construct, maintain and use one canopy at 3111 West Montrose Avenue.

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST BERWYN AVENUE FOR "KIDFEST 1990".

Also, a proposed order directing the Commissioner of Public Works to grant permission to

First Evangelical Free Church to close to traffic that portion of West Berwyn Avenue, between North Clark Street and North Ashland Avenue, for the period extending June 27 through June 29, 1990 to conduct "Kidfest 1990", which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN O'CONNOR (40th Ward) And  
ALDERMAN STONE (50th Ward):**

*Referred -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH WESTERN AVENUE.*

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Sol Mazur of "Z Frank" to hold a sidewalk sale on both sides of North Western Avenue, between West Peterson Avenue and West Glenlake Avenue, for the period extending May 11 through May 19, 1990 for the conduct of a spring car sale, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN PUCINSKI (41st Ward):**

*Referred -- SAFCO CORPORATION PROPERTY APPROVED AS  
CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY  
TAX INCENTIVES.*

A proposed resolution to classify the SAFCO Corporation property located at its Northwest Highway location as Class 6(b) and eligible for tax incentive benefits pursuant to the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic Development*.

Presented By

**ALDERMAN PUCINSKI (41st Ward) And  
ALDERMAN GUTIERREZ (26th Ward):**

*Referred*-- WAIVER OF ALL CITY FEES IN CONJUNCTION WITH  
FAMILY UNITY FESTIVAL.

A proposed order authorizing and directing the City Comptroller to waive all City fees required for the Family Unity Festival to be held at Humboldt Park Fieldhouse on Sunday, June 17, 1990, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 32  
BY ADDING NEW SECTION 32-17.1 REQUIRING  
PERMIT FOR REMOVAL OF TREES  
ON PUBLIC WAYS.

A proposed ordinance amending Municipal Code Chapter 32, by adding a new Section 32-17.1, which would require a permit for removal of any tree on the public ways and establish penalty provisions for any violations, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTER 32,  
SECTION 32-19 BY EXEMPTING CERTAIN VIOLATIONS  
FROM PROVISIONS REGULATING INSTALLATION,  
MAINTENANCE AND REMOVAL OF TREES,  
PLANTS AND SHRUBS ON  
PUBLIC WAYS.

Also, a proposed ordinance, amending Municipal Code Chapter 32, Section 32-19, which would allow certain exemptions from the provisions regulating the installation, maintenance

and removal of trees, plants and shrubs on the public ways, which was *Referred to the Committee on Streets and Alleys*.

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*Referred*-- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS  
FOR VARIOUS PURPOSES.

Also, twelve 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:

Chicago Tribune Company -- to maintain and use as now installed three iron water pipes under and across East North Water Street;

Coach House Cafe, Incorporated, doing business as Albert's Cafe -- to maintain and use a portion of the public way adjacent to 52 West Elm Street for a sidewalk cafe;

Delizioso, Incorporated, doing business as Panino's -- to maintain and use a portion of the public way adjacent to 7 West Kinzie Street for a sidewalk cafe;

Fireplace Inn's, Incorporated, doing business as The Fireplace Inn -- to maintain and use a portion of the public way adjacent to 1448 North Wells Street for a sidewalk cafe;

Foregiveness, Incorporated, doing business as FX 1100 -- to maintain and use a portion of the public way adjacent to 1100 North State Street for a sidewalk cafe;

International Business Machines Corporation -- to maintain and use the subsurface vaulted area in the public way adjacent to 330 North Wabash Avenue;

Jessica's Partnership, doing business as Scoози -- to maintain and use as now constructed an ornamental tomato over and above the public way adjacent to 410 West Huron Street;

Luciano's Food, Incorporated, doing business as Luciano's -- to maintain and use a portion of the public way adjacent to 871 North Rush Street for a sidewalk cafe;

Rush-Rose, Incorporated -- to maintain and use a portion of the public way adjacent to 55 East Superior Street for a vestibule entrance;

Starbuck's Corporation -- to maintain and use a portion of the public way adjacent to 948 North Rush Street for a sidewalk cafe;

State Street Deli, Incorporated, doing business as State Street Deli -- to maintain and use a portion of the public way adjacent to 448 North State Street for a sidewalk cafe;  
and

500 North LaSalle Restaurant Corporation, doing business as Burhop's Restaurant -- to maintain and use a portion of the public way adjacent to 500 North LaSalle Street for a sidewalk cafe.

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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:

Archdiocese of Chicago/Holy Name Cathedral -- to close to traffic East Superior Street, between North State Street and North Wabash Avenue, for the ordination of new priests on Saturday, May 19, 1990;

PCL Construction Services, Incorporated/James Mc Hugh Construction Company -- to close to traffic North Rush Street, between East Huron Street and East Superior Street, to celebrate the "topping off" of Chicago Place at 700 North Michigan Avenue on Friday, May 11, 1990; and

Sudler Marling, Incorporated (John Hancock Center) -- to close to traffic that portion of East Huron Street, between North Michigan Avenue and North Rush Street, on Thursday, May 24, 1990 for the building "topping off" ceremony.

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*Referred* -- PERMISSION TO HOLD OUTDOOR EVENTS AT  
SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to hold the outdoor events noted below at the locations and for the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Near North News -- to hold the 32nd Annual Gold Coast Art Fair on portions of West Huron Street, West Erie Street, West Ontario Street, West Ohio Street, West Grand Avenue, North Orleans Street, North Franklin Street, North Wells Street, North

LaSalle Drive, North Clark Street and North Dearborn Street; also to close to traffic the south side of West Ontario Street, between North Dearborn Street and North Sedgwick Street; and North Wells Street, between West Huron Street and West Hubbard Street; during the period of August 10 through August 12, 1990; and

American Society of Artists, Incorporated -- to hold its 18th Annual Water Tower Art and Craft festival on portions of East Chicago Avenue, East Pearson Street and North Seneca Street, during the period of June 22 through June 24, 1990.

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*Referred* -- PERMISSION TO HOLD ANTIQUE AUTOMOBILE  
DISPLAY ON PORTION OF NORTH  
LA SALLE STREET.

Also, a proposed order authorizing and directing the Commissioner of Public Works to grant permission to the Petersen Publishing Company, to display six antique automobiles on the sidewalk at 815 North LaSalle Street and to grant permission to reserve four parking spaces in front of the Petersen Building for unloading of equipment in conjunction with said event on Wednesday, May 9, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, seven proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to the specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank & Trust Company, Under Trust 25032 -- to maintain and use one canopy at 14 West Elm Street;

Chicago Clock Company, Incorporated -- to maintain and use one canopy at 1500 North Wells Street;

Cosmopolitan National Bank of Chicago, Under Trust 27418 -- to maintain and use nine canopies at 800 North Clark Street;

Excalibur -- to maintain and use one canopy at 632 North Dearborn Street;

Hamburger Hamlet of Walton Street, Incorporated -- to maintain and use one canopy at 1024 North Rush Street;

Doctor Fortunee Massuda -- to maintain and use four canopies at 750 North Franklin Street; and

The Packing Store -- to construct, maintain and use one canopy at 58 West Maple Street.

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*Referred* -- ISSUANCE OF PERMITS TO INSTALL PLANTER  
BOXES ON PORTIONS OF EAST WALTON STREET  
AND EAST OAK STREET.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to Sheffield Management Company, Incorporated for the installation of two planter boxes on portion of East Walton Street and three planter boxes on portion of East Oak Street, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

*Referred* -- APPROVAL OF PLAT OF OWNER'S RESUBDIVISION  
ON PORTION OF NORTH WAYNE AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Maps, to approve a plat of Owner's Resubdivision on a portion of North Wayne Avenue, near West Webster Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- GRANT OF PRIVILEGE TO CHICAGO INTERNATIONAL  
CONCEPTS CORPORATION, DOING BUSINESS AS P'NOSH  
RESTAURANT AND DELICATESSEN, FOR  
SIDEWALK CAFE.

Also, a proposed ordinance to grant permission to Chicago International Concepts



Corporation, doing business as P'Nosh Restaurant Delicatessen, to maintain and use that portion of the public way adjacent to 2600 North Clark Street for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys.*

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*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
WEST MENOMONEE STREET FOR RALLY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Michael Landeck to close to traffic West Menomonee Street, between North Sedgwick Street and North Fern Court, to hold Marge's 35th Anniversary Street Rally for the period extending June 9 through June 10, 1990, which was *Referred to the Committee on Beautification and Recreation.*

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*Referred* -- ISSUANCE OF PERMIT FOR INSTALLATION OF GRASS  
AREAS ON PORTIONS OF EAST CEDAR STREET.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to Galassini Construction Company to make pavement cuts for the installation of grass areas adjacent to 42 through 54 East Cedar Street, which was *Referred to the Committee on Streets and Alleys.*

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*Referred* -- WAIVER OF 1990 VENDOR FEES FOR  
VARIOUS NON-PROFIT ORGANIZATIONS.

Also, a proposed order requesting the Director of Revenue to waive the 1990 vendor fees for the organizations listed below under their non-profit status, which was *Referred to the Committee on Finance*, as follows:

Boys and Girls Kiwanis, 835 West Diversey Parkway;

Church of Our Savior, 530 West Fullerton Parkway;

Church of the Three Crosses, 333 West Wisconsin Avenue;  
Family Focus, 600 West Fullerton Parkway;  
Friends of Alcott School, 2625 North Orchard Street;  
Lincoln Park Conservation Association, P.O. Box 146770;  
Lincoln Park Presbyterian Church, 600 West Fullerton Parkway;  
Park West Playlot, P.O. Box 147760;  
Saint Michael Redemptorist Church, 1633 North Cleveland Avenue;  
Saint Josephat Church, 2311 North Southport Avenue; and  
Tuesday's Child, 2936 North Southport Avenue.

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*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTIONS  
OF SPECIFIED PUBLIC WAYS FOR "TASTE OF  
LINCOLN AVENUE".

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Wrightwood Neighbors Conservation Association to close to traffic portions of North Lincoln Avenue, West Altgeld Street and West Montana Street, for the period extending July 28 through July 29, 1990 to hold the "Taste of Lincoln Avenue", which was *Referred to the Committee on Special Events and Cultural Affairs*.

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*Referred*-- PERMISSION TO CONSTRUCT CUL-DE-SAC ON  
PORTION OF WEST MAUD AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue permits for the construction of a cul-de-sac on West Maud Avenue, approximately 150 feet east of North Racine Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- ISSUANCE OF PERMITS TO CONSTRUCT AND  
MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Ms. Celia Espinoza -- to construct, maintain and use one canopy at 2273 North Lincoln Avenue; and

Pizza Capri -- to construct, maintain and use one canopy at 1733 North Halsted Street.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 2500 NORTH CLARK STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisan Signs for the erection of a sign/signboard at 2500 North Clark Street for Lincoln Park Market, which was *Referred to the Committee on Zoning*.

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Presented By

**ALDERMAN HANSEN (44th Ward):**

*Referred* -- APPROVAL OF PLAT OF RE-DEDICATION  
ON PORTION OF SPECIFIED PUBLIC ALLEY.

A proposed ordinance directing the Superintendent of Maps, Ex-Officio Examiner of Maps, to approve a plat of re-dedication for portion of the public alley in the block bounded by West Roscoe Street, West School Street, North Racine Avenue and North Clifton Avenue, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY  
ORGANIZATIONS FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed for the operation of sidewalk cafes at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Color Me Coffee, Incorporated, doing business as Color Me Coffee -- to maintain and use a portion of the public way adjacent to 300 North Sheffield Avenue;

Slick's, Incorporated, doing business as Chezz Chazz -- to maintain and use a portion of the public way adjacent to 3651 North Southport Avenue; and

Zigmund, Incorporated, doing business as Zigmund's at the Park -- to maintain and use a portion of the public way adjacent to 3700 North Clark Street.

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*Referred* -- PERMISSION TO HOLD SPORTS CLUB  
RECREATIONAL EVENT ON PORTION OF  
WEST ROSCOE STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Steve Rempas to conduct the Sports Club Recreational Event on portion of West Roscoe Street, from 745 to 759 on Sunday, May 27, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred* -- PERMISSION TO HOLD SIDEWALK SALE  
ON PORTIONS OF NORTH BROADWAY AND  
WEST DIVERSEY PARKWAY.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Lakeview East Development Corporation to hold a sidewalk sale on both sides of North Broadway, between West Diversey Parkway and West Cornelia Avenue and on both sides of West Diversey Parkway, between North Sheridan Road and North Halsted Street for the period extending May 18 through May 20, 1990, which was *Referred to the Committee on Beautification and Recreation*.

*Referred* -- ISSUANCE OF PERMIT TO CONSTRUCT  
AND MAINTAIN CANOPY AT 3300 NORTH  
LAKE SHORE DRIVE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to 3300 Lake Shore Drive Condominium Association to construct, maintain and use one canopy to be attached to the building or structure at 3300 North Lake Shore Drive, which was *Referred to the Committee on Streets and Alleys*.

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Presented By

**ALDERMAN HANSEN (44th Ward) And  
ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE  
ON PORTION OF NORTH LINCOLN AVENUE.

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 through 3300 blocks, for the period extending June 7 through June 10, 1990, which was *Referred to the Committee on Beautification and Recreation*.

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Presented For

**ALDERMAN LEVAR (45th Ward):**

*Referred* -- INSTALLATION OF ALLEY LIGHT BEHIND  
5122 NORTH MONITOR AVENUE.

A proposed order, presented by Alderman Cullerton, directing the Commissioner of Public Works to install an alley light behind the premises at 5122 North Monitor Avenue, which was *Referred to the Committee on Finance*.

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE  
ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order, presented by Alderman Cullerton, directing the Commissioner of Public Works to grant permission to the Jefferson Park Chamber of Commerce to conduct a sidewalk sale on portions of North Milwaukee Avenue, West Lawrence Avenue, West Higgins Avenue and West Ainslie Street, 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 For

**ALDERMAN SHILLER (46th Ward):**

*Referred* -- EXEMPTION OF URBAN SYSTEM FROM PHYSICAL  
BARRIER REQUIREMENT PERTAINING TO  
ALLEY ACCESSIBILITY.

A proposed ordinance, presented by Alderman Orr, to exempt the Urban System from the physical barrier requirement pertaining to alley accessibility for the premises at 721 -- 729 West 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*.

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Presented By

**ALDERMAN SCHULTER (47th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO ZEPHYR'S ICE CREAM  
SHOP, INCORPORATED, DOING BUSINESS AS ZEPHYR'S  
ICE CREAM SHOP, FOR SIDEWALK CAFE.

A proposed ordinance to grant permission to Zephyr's Ice Cream Shop, Incorporated, doing business as Zephyr's Ice Cream Shop, to maintain and use a portion of the public way adjacent to 1777 West Wilson Avenue for a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

*Referred* -- WAIVER OF 1990 VENDOR FEES FOR VARIOUS  
NON-PROFIT ORGANIZATIONS.

Also, a proposed order requesting the Director of Revenue to waive the 1990 vendor fees for the organizations listed below under their non-profit status, which was *Referred to the Committee on Finance*, as follows:

German-American Societies of Greater Chicago, 2119 West Irving Park Road;

Razz Ma Tazz, 3959 North Lincoln Avenue, Suite 533; and

Roscoe Village Neighbors, 2200 West Roscoe Street.

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*Referred* -- PERMISSION TO HOLD RAZZ MA TAZZ  
NEIGHBORHOOD FESTIVAL ON PORTION OF  
NORTH LINCOLN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the North Center Chamber of Commerce to conduct the Razz Ma Tazz Neighborhood Festival on both sides of North Lincoln Avenue, from West Montrose Avenue to West Sunnyside Avenue on Sunday, July 15, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs*.

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Presented By

**ALDERMAN M. SMITH (48th Ward):**

*Referred* -- PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF WEST BRYN MAWR AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to the East Edgewater Chamber of Commerce to conduct a sidewalk sale on both sides of West Bryn Mawr Avenue, between North Broadway and North Winthrop Avenue during the period of May 17 through May 19, 1990, which was *Referred to the Committee on Beautification and Recreation*.

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF NORTH CLARK STREET FOR SWEDISH  
MIDSOMMARFEST FESTIVAL.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Andersonville Chamber of Commerce to close to traffic that portion of North Clark Street, between West Foster Avenue and West Catalpa Avenue, during the period of June 23 through June 24, 1990 for the Swedish Midsommarfest Festival, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred*-- INSTALLATION OF ALLEY LIGHT BEHIND  
1420 WEST CARMEN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 1420 West Carmen Avenue, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN STONE (50th Ward):**

*Referred*-- AMENDMENT OF MUNICIPAL CODE CHAPTERS 62  
AND 65 BY ADDING FIRE-RESISTIVE REQUIREMENTS  
FOR NEW FLOOR COVERINGS.

A proposed ordinance to amend Municipal Code Chapter 62, Section 62-9 and Chapter 65, Section 65-8, which would establish fire-resistive requirements, ratings and classifications for interior floor coverings, which was *Referred to the Committee on Buildings*.

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*Referred*-- ISSUANCE OF PERMIT TO MAINTAIN EXISTING  
CANOPY AT 7301 NORTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to



Wafbar Corporation, doing business as Ross' for the maintenance and use of one canopy attached to the building or structure at 7301 North Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD  
AT 2201 WEST HOWARD STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to White Way Sign Company for the erection of a sign/signboard at 2201 West Howard Street for First Commercial Bank, which was *Referred to the Committee on Zoning*.

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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 STONE for ALDERMAN ROTI (1st Ward):*

Kiewit Western Construction Company -- Chicago Transit Authority subway renovation on the premises known as 224 South State Street.

*BY ALDERMAN TILLMAN (3rd Ward):*

Liberty Baptist Church -- construction of a building on the premises known as 4849 South Dr. Martin Luther King, Jr. Drive.

*BY ALDERMAN T. EVANS (4th Ward):*

Chicago Housing Authority -- construction of a building on the premises known as 4523 South Lake Park Avenue.

*BY ALDERMAN HUELS (11th Ward):*

Robert Yiu Construction Company -- construction of the Chinese Christian Union Church-South on the premises known as 3000 South Wallace Street.

*BY ALDERMAN E. SMITH (28th Ward):*

Twelve Gates Missionary Baptist Church -- construction of a church on the premises known as 4606 West Monroe Street.

*BY ALDERMAN CULLERTON (38th Ward):*

United Charities Parkside Center -- remodeling of existing structure on the premises known as 3445 North Central Avenue.

*BY ALDERMAN LAURINO (39th Ward):*

Northeastern Illinois University Day Care Center -- electrical work on the premises known as 5500 North St. Louis Avenue (2).

*BY ALDERMAN PUCINSKI (41st Ward):*

Resurrection Medical Center -- renovation of existing building on the premises known as 7435 West Talcott Avenue.

Resurrection Retirement Center -- construction of a carport on the premises known as 7262 West Peterson Avenue.

*BY ALDERMAN NATARUS (42nd Ward):*

William H. Kelley Company -- renovations to Navy Pier on the premises known as East Grand Avenue and North Streeter Drive.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Children's Memorial Hospital -- renovation projects on the premises known as 2312 North Lincoln Avenue.

## LICENSE FEE EXEMPTIONS:

*BY ALDERMAN BLOOM (5th Ward):*

Maranatha Youth Ministries, 1631 East 71st Street.

Parent Co-Op for Early Learning, 5300 South Shore Drive.

*BY ALDERMAN SHAW (9th Ward):*

Pullman Creative Learning Center (Class I), 614 East 113th Street.

V & J Day Care Center, Incorporated, 1 East 113th Street.

*BY ALDERMAN BURKE (14th Ward):*

Grace Church Preschool and Day Care Center, 5954 South Albany Avenue.

Varnas Montessori Center, Incorporated, 3038 West 59th Street.

*BY ALDERMAN SHAW for 20th Ward:*

Centers for New Horizons/Early Childhood Learning Centers (Washington Park South),  
6225 South Wabash Avenue.

T.W.O. Early Childhood Development Center, 6450 South Champlain Avenue.

Woodlawn Early Childhood Development Center (Class I), 950 East 61st Street.

*BY ALDERMAN GUTIERREZ (26th Ward):*

Lutheran Day Care Nursery Association, 1802 -- 1808 North Fairfield Avenue.

*BY ALDERMAN DAVIS (29th Ward):*

South Austin Day Care Center, 301 North Mayfield Avenue.

*BY ALDERMAN LAURINO (39th Ward):*

Association of Jewish Blind of Chicago, 3525 West Foster Avenue.

*BY ALDERMAN O'CONNOR* (40th Ward):

Evangelical Lutheran Church of Saint Philip, 2444 West Bryn Mawr Avenue.

*BY ALDERMAN PUCINSKI* (41st Ward):

Edison Park Lutheran Church, 6626 North Oliphant Avenue.

Faith Lutheran Church, 6201 West Peterson Avenue.

*BY ALDERMAN CULLERTON* for *ALDERMAN LEVAR* (45th Ward):

Lydia Home Association Day Care Center (Class I), 4300 West Irving Park Road.

*BY ALDERMAN STONE* (50th Ward):

Congregation K.I.N.S. of West Rogers Park Nursery School, 2800 West North Shore Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN BLOOM* (5th Ward):

McCormick Theological Seminary, 5555 South Woodlawn Avenue -- boiler repair inspection fees.

*BY ALDERMAN SHAW* (9th Ward):

V & J Day Care Center, Incorporated, 1 East 113th Street -- annual mechanical ventilation inspection fees.

*BY ALDERMAN BUTLER* (27th Ward):

Onward Neighborhood House, 600 North Leavitt Street and 2158 West Ohio Street -- annual fuel burning equipment inspection fees.

*BY ALDERMAN PUCINSKI* (41st Ward):

Norwood Park Home, 6016 North Nina Avenue -- annual refrigeration inspection fee.

Polish American Congress, 5844 North Milwaukee Avenue -- annual refrigeration inspection fee.

*BY ALDERMAN NATARUS (42nd Ward):*

Northwestern University, various locations -- annual "No Parking Any Time" metered areas inspection and surcharge fees, annual building inspection fees, annual driveway maintenance inspection fee, annual public place of assembly inspection fees, and boiler and unfired pressure vessel inspection fees (5).

*BY ALDERMAN EISENDRATH (43rd Ward):*

Chicago Historical Society, 1601 North Clark Street -- annual public place of assembly inspection fees.

#### WATER RATE EXEMPTIONS:

*BY ALDERMAN BUTLER (27th Ward):*

Onward Settlement, 600 North Leavitt Street.

*BY ALDERMAN GABINSKI (32nd Ward):*

Northwestern University Settlement, 1400 West Augusta Boulevard.

*BY ALDERMAN GILES (37th Ward):*

Mid Austin Steering Committee, 816 North Laramie Avenue.

*BY ALDERMAN LAURINO (39th Ward):*

Association of Jewish Blind, 3525 West Foster Avenue.

*BY ALDERMAN O'CONNOR (40th Ward):*

Bais Yaakov Hebrew Parochial School/Yeshivas Tiferes Tzvi (girls building), 2447 -- 2457 West Granville Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6016 North Nina Avenue.

BY ALDERMAN STONE (50th Ward):

Bais Yaakov Hebrew Parochial School/Yeshivas Tiferes Tzvi, 6110 and 6122 North California Avenue (2).

Congregation Ezras Israel, 2746 -- 2756 West Lunt Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (April 25, 1990).

*Special Meeting.*

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on April 25, 1990 at 9:30 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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JOURNAL (April 25, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 25, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL CORRECTIONS.

(March 21, 1990)

Alderman Stone, for Alderman Roti, moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, March 21, 1990, as follows:

Pages 13235 through 13237 -- by deleting the final paragraph of Section 1 of said ordinance which begins "The location of said privileges ..." in addition to Section 2 through Section 5 in their entirety and inserting in lieu thereof the following:

"The location of said privileges shall be as shown on prints first approved by the Department of General Services. Said privileges shall be maintained and used in accordance with the ordinances of the City of Chicago ("City") and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, the Commissioner of Public Works, and the Commissioner of General Services. The grantee, its successors or assigns (collectively "Grantee") shall keep that portion of the public way over said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the reasonable satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. Grantee agrees to pay to the City as compensation for the privilege herein granted the sum of One Thousand Eight Hundred Eighteen and no/100 Dollars (\$1,818.00) per annum, in advance, the first payment to be made within fifteen (15) days after passage hereof, and each succeeding payment due hereunder shall be made on the same day and month annually thereafter. In the event of the termination of any of the privileges herein granted or in the event Grantee transfers title or vacates the premises, Grantee shall remain liable to the City for the annual compensation which shall have already become due and payable under the provisions hereof as of the date of said transfer or vacation. Grantee shall apply for and obtain renewal authority for the continued maintenance and use of the public ways as herein described prior to the date of expiration of this ordinance. In considering Grantee's request for a renewal of said permit and in considering the amount of compensation therefor, the City and the Department of General Services shall act reasonably. The City and the Department of General Services may deny said application for a renewal permit only for reasons which would give rise to a right to revoke or terminate the permit pursuant to Section 3 below.

Section 3. This ordinance is subject to amendment, modification or repeal, and the permission and authority herein granted may be revoked by the Mayor of the City of Chicago ("Mayor") and the Commissioner of General Services only under the following circumstances: (1) any of the structures extending onto the public way described herein present and constitute a dangerous or hazardous condition requiring the removal of said structure(s) in order to protect the public, and, after the parties have investigated alternatives as set forth below, there exists no other feasible alternative to the removal of said offending structure, in which event, the permit may be revoked only as to those

portions of the structures described herein which are dangerous or hazardous; or (2) Grantee shall fail to perform the obligations contained herein. Upon exercising their rights under this section, the Mayor and the Commissioner of General Services shall act reasonably. In order to exercise their rights hereunder, the Mayor or Commissioner of General Services must give notice of their intention to revoke the permit, which notice shall specify which portions of the structures described hereunder are involved and the reason for such proposed revocation. Grantee shall thereafter have sixty (60) days in which to cure any such default or breach of performance, or, with respect to a default or breach of performance which cannot be cured within sixty (60) days, Grantee shall have a reasonable time to cure said default, provided Grantee shall in good faith commence and thereafter continue diligently to prosecute all action to cure any such default or breach of performance within ten (10) days after notice thereof and shall have cured such default within a period not to exceed one hundred eighty (180) days. During said sixty (60) day period, Grantee shall have the right to present to City feasible alternatives to the removal of any offending structure specified in City's notice, in which case the parties agree to work together in good faith to come to a mutually acceptable solution or alternative to the removal of said structure. The parties acknowledge the severity of any requirement to remove any of the caissons or foundation, and agree to work together to avoid any such remedy in the case of problems or defaults which may be cured by the payment of money or by Grantee indemnifying and holding the City harmless. If Grantee fails to cure the default within the time periods noted above and the parties fail to come to a mutually agreeable feasible alternative solution, the privilege herein granted will terminate, and Grantee, without cost or expense to the City, shall remove the offending structure and restore the public way where disturbed by said structures or by the removal thereof to a proper condition under the supervision and to the reasonable satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code. Upon such failure, neglect or refusal of Grantee so to do, the City will have the choice of either performing said work and charging the cost thereof to Grantee or determining what the cost of said work shall be and billing Grantee for said cost.

Section 4. Grantee shall furnish the City prior to issuance of the permit for this privilege, a copy of proof of insurance in the form of a certificate of insurance in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage arising out of the use of the public way as set forth herein. Said policy shall name the City as an additional insured and shall indicate that the privilege being granted by this ordinance is covered by said insurance. The certificates renewing said insurance must be furnished to the Department of General Services, Real Estate Division, no later than thirty (30) days prior to the expiration of said policy. Grantee shall maintain this insurance coverage at all times on the structures described herein or within the public way.

Section 5. Grantee agrees to indemnify and hold harmless the City for any personal injuries or deaths occurring out of the construction, maintenance and operation of the structures described herein.

Section 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall be issued by the Commissioner of General Services and upon the faithful service and performance of all the conditions and provisions of this



ordinance. Grantee shall indemnify and keep and save harmless the City against all liabilities, judgments, costs, damages and other expenses which may in any way be charged against said City as a result of the permission given by this ordinance, or which may accrue against the City by reason or on account of any act or thing done or omitted or neglected to be done by grantee and about the construction, reconstruction, maintenance, use or removal of said structures as set forth herein.

Section 7. Grantee will further be liable to the City for the annual compensation set forth herein for the use of the public way.

Section 8. The ordinance shall take effect and be enforced from and after its passage; provided Grantee shall file a written acceptance of this ordinance with the City Clerk and proof of payment of first year's compensation within thirty (30) days after the passage hereof."

The motion to correct *Prevailed*.

---

Alderman Laurino then moved to *Correct* the printed Official Journal as follows:

Page 13475 -- by inserting the following language immediately after the sixth line from the top of the page:

|                                       |  |
|---------------------------------------|--|
| "West Iowa Street                     | At 5800 -- Zone 19;  |
| North Kostner Avenue<br>(Both sides)  | From West Foster Avenue to<br>West Carmen Avenue -- at all<br>times -- Zone 144;   |
| North Laramie Avenue<br>(Both sides)  | From 4600 north to 4800 north<br>and West Giddings Avenue<br>(both sides) from 5200 west to<br>5300 west -- at all times -- Zone<br>264; |
| North Lawndale Avenue<br>(Both sides) | From West Sunnyside Avenue<br>to West Wilson Avenue -- at all<br>times -- Zone 107;  |

North London Avenue  
(Both sides)

From West Giddings Avenue  
to the first east/west alley  
south of West Lawrence  
Avenue -- 6:00 A.M. to 6:00  
P.M. -- Monday through Friday  
-- Zone 264".

The motion to correct *Prevailed*.

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(November 29, 1989).

Alderman Laurino moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, November 29, 1989, as follows:

Page 8297 -- by deleting in their entirety the seventh through tenth lines from the top of the page and inserting in lieu thereof the following:

"North Melvina Avenue  
(East side)

From a point 20 feet north of  
West Grand Avenue, to a point  
25 feet north thereof -- 8:00  
A.M. to 6:00 P.M. -- Monday  
through Friday".

The motion to correct *Prevailed*.

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**UNFINISHED BUSINESS.**

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AMENDMENT OF MUNICIPAL CODE CHAPTER 26.2 ENTITLED  
"GOVERNMENTAL ETHICS ORDINANCE" BY IMPOSING  
LATE FILING FEE FOR STATEMENTS OF  
FINANCIAL INTERESTS AND BY MAKING  
VARIOUS TECHNICAL CORRECTIONS.

On motion of Alderman Burke, the City Council took up for consideration the report of the

Committee on Committees, Rules and Ethics, deferred and published in the Journal of the Proceedings of April 25, 1990, pages 14843 through 14868, recommending that the City Council pass a proposed substitute ordinance amending Chapter 26.2 of the Municipal Code entitled "Governmental Ethics Ordinance" by imposing a late filing fee for statements of financial interests and by making various technical corrections.

On motion of Alderman Burke, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The Municipal Code of Chicago is hereby amended by deleting existing Chapter 26.2 and inserting a new Chapter 26.2 entitled "Governmental Ethics" as follows:

26.2-1 Definitions.

Whenever used in this chapter, the following terms shall have the following meanings:

(a) "Administrative action" means any decision on, or *any* proposal, consideration, enactment or making of any rule, regulation, or *any* other official non-ministerial action or non-action by any executive department, or by any official or employee of an executive department, or any matter which is within the official jurisdiction of the executive branch.

(b) "Agency" means the City Council, any committee or other subdivision thereof, any City department or other administrative unit, commission, board, or other division of the government of the City.

(c) "Alderman" means any person holding the elected office of Alderman of the City Council.

(d) "City" means the City of Chicago.

(e) "City contractor" means any person (including his agents or employees or employees acting within the scope of their employment) who is paid from the City treasury or pursuant to City ordinance, for services to any City agency, regardless of the nature of the relationship of such individual to the City for purposes other than this chapter.

(f) "Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.

(g) "Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a City contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.

(h) "Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the City or any City agency in an amount in excess of \$10,000 in any twelve consecutive months.

(i) "Economic interest" means any interest valued or capable of valuation in monetary terms; provided, that "economic interest" is subject to the same exclusions as "financial interest".

(j) "Employee" means an individual employed by the City of Chicago, whether part-time or full-time, but excludes elected officials and City contractors.

(k) "Expenditure[s]" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.

(l) "Financial interest" means (i) any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500 per year; (ii) any interest with a cost or present value of \$5,000 or more; or (iii) any interest representing more than 10% of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit; provided, however, financial interest shall not include (a) any interest of the spouse of an official or employee which interest is related to the spouse's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment; (d) any economic benefit provided equally to all residents of the City; (e) a time or demand deposit in a financial institution; (f) an endowment or insurance policy or annuity contract purchased from an insurance company.

(m) "Gift" means any thing of value given without consideration or expectation of return.

(n) "Legislation" means *any* ordinance[s], resolution[s], amendment[s], nomination[s], report[s] [and] *or any* other matter[s] pending or proposed in the City Council or a committee or other subdivision thereof, including any other matter which may be the subject of Council action.

(o) "Legislative action" means the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or non-action on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the City Council or any committee or subcommittee thereof.

(p) "Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action; or (ii) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

(q) "Official" means any person holding any elected office of the City or any appointed, non-employee member of any City agency.

(r) "Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, [and] whether or not operated for profit.

(s) "Political activity" means:

(1) Serving as an officer of a political party, of a political club, or of an organization relating to a campaign for elected office ("organization"); as a member of a national, state or local committee of a political party, club or organization; as an officer or member of a committee of a political party, club or organization; or being a candidate for any of these positions;

(2) Organizing or reorganizing a political party, club or organization;

(3) Directly or indirectly soliciting, receiving, collecting, handling, disbursing, or accounting for assessments, contributions, or other funds for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing;

(4) Organizing, selling tickets to, promoting, or actively participating in a fundraising activity of a public office holder, candidate in an election or political party, political club or an organization;

(5) Taking an active part in managing the political campaign of a candidate for public office in an election or a candidate for political party office;

(6) Becoming a candidate for, or campaigning for, an elective public office in an election;

(7) Soliciting votes in support of or in opposition to a candidate for public office in an election or a candidate for political party office;

(8) Acting as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in an election;

(9) Driving voters to the polls on behalf of a political party or candidate in an election;

(10) Endorsing or opposing a candidate for public office in an election or a candidate for political party office in a political advertisement, a broadcast, campaign literature, or similar material, or distributing such material;

(11) Serving as a delegate, alternate, or proxy to a political party convention;

(12) Addressing a convention, caucus, rally, or similar gathering in support of or in opposition to a candidate for public office or political party office;

(13) Initiating or circulating a nominating petition for elective office;

(14) Soliciting, collecting, or receiving a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, or any committee thereof or committee which contributes to any of the foregoing; or

(15) Paying or making a political contribution or a contribution for any political party, political fund, candidate for elected office, candidate for political party office, any committee thereof or committee which contributes to any of the foregoing.

(t) "Political contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise, for purposes of influencing in any way the outcome of any election. For the purposes of this definition, a political contribution does not include:

- (1) A loan made at a market rate by a lender in his or her ordinary course of business.
- (2) The use of real or personal property and the cost of invitations, food, and beverages, voluntarily provided by an individual in rendering voluntary personal services on the individual's residential premises for candidate-related activities; provided the value of the service provided does not exceed an aggregate of \$150 in a reporting period as defined in Article 9 of the Illinois Election Code.

- (3) The sale of any food or beverage by a vendor for use in a candidate's campaign at a charge less than the normal comparable charge, if such charge for use in a candidate's campaign is at least equal to the cost of such food or beverage to the vendor.

(u) "Political fundraising committee" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any election, receives or expends money or anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee, or other entity.

(v) "Professional services" means services in any occupation requiring advanced or specialized education and training, including without limitation law, accounting, insurance, real estate, engineering, medicine, architecture, dentistry, banking, finance, public relations, education or consulting.

(w) [(x)] "Relative" means a person who is related to an official or employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

(x) [w] "Seeking to do business[.]" [A person is seeking to do business with the City if he (a) has taken] *means (1) taking* any action within the past 6 months to obtain a contract or business from the City [which] *when*, if such action were successful, *it* would result in the person's doing business with the City; and [(b)] (2) the contract or business sought has not been awarded to any person.

#### *Article 1.*

#### *Code Of Conduct.*

##### 26.2-2 Fiduciary Duty.

Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the City.

##### 26.2-3 Improper Influence.

No official or employee shall make, participate in making or in any way attempt to use his position to influence any City governmental decision or action in which he knows

or has reason to know that he has any economic interest distinguishable from its effect on the public generally.

26.2-4 Offering, Receiving And Soliciting Gifts[,] Or Favors.

(a) No person shall give to any official or employee, or to the spouse or minor child of either of them, and none of them shall solicit or accept, any anonymous gift.

(b) No person shall give or offer to give to any official, employee, or City contractor, or the spouse or minor child of either of them, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official, employee or City contractor, concerning the business of the City would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50 does not involve such an understanding.

(c) No person who has an economic interest in a specific City business, service or regulatory transaction shall give, directly or indirectly, to any City official or employee whose decision or action may substantially affect such transaction, or to the spouse or minor child of such official or employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than an occasional one of nominal value (less than \$50) provided, however, nothing herein shall be construed to prohibit such person from accepting gifts from relatives.

(d) Except as prohibited in subsections (a) and (b), nothing in this Section [26.2-]4 shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events; appearances or ceremonies related to official City business, if furnished by the sponsor of such public event.

(e) Any gift given in violation of the provisions of this section shall be turned over to the Comptroller, who shall add the gift to the inventory of City property.

(f) Nothing in this Section [26.2-]4 shall prohibit any official or employee, or his spouse or minor child, from accepting a gift on the City's behalf, provided, however, the person accepting the gift shall promptly report receipt of the gift to the Board of Ethics and to the Comptroller, who shall add it to the inventory of City property.

(g) Any official or employee who receives any gift or money for participating in the course of his public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Board of Ethics within five business days.



26.2-5 Solicitation Or Receipt Of Money For Advice Or Assistance.

No official or employee, or the spouse or minor child of any of them, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the City; provided, however, that nothing in this section shall prevent an official or employee or the spouse of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's City duties and responsibilities and rendered as part of his or her non-City employment, occupation or profession.

26.2-6 City-Owned Property.

No official or employee shall engage in or permit the unauthorized use of City-owned property.

26.2-7 Use Or Disclosure Of Confidential Information.

No current or former official or employee shall use or disclose other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

26.2-8 Conflicts Of Interest.

(a) No official or employee shall make or participate in the making of any governmental decision with respect to any matter in which he has any economic interest distinguishable from that of the general public.

(b) Any member of the City Council who has any economic interest distinguishable from that of the general public or all aldermen in any matter pending before the City Council or any Council Committee shall publicly disclose [that] *the* nature and extent of such interest on the records of proceedings of the City Council. He shall abstain from voting on the matter but shall be counted presented for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict.

(c) Any official or employee who has a financial interest in any matter pending before any City agency shall disclose the nature of such interest to the Board of Ethics and, if the matter is pending in his own agency, to the head of the agency; except as provided by

Section [26.2-]8(b). However, in the case of aldermen, all disclosures made regarding financial interests in matters pending before City agencies other than the City Council shall be made exclusively to the Committee on Committees, Rules and Ethics in writing. The obligation to report under this subsection arises as soon as the official or employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or worker's compensation benefits.

#### 26.2-9 Representation Of Other Persons.

(a) No elected official or employee may represent, or have an economic interest in the representation of, any person other than the City in any formal or informal proceeding or transaction before any City agency in which the agency's action or non-action is of a non-ministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of his employment, or any elected official from appearing without compensation before any City agency on behalf of his constituents in the course of his duties as an elected official.

(b) No elected official or employee may have an economic interest in the representation of, any person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the City is a party and that person's interest is adverse to that of the City.

(c) No appointed official may represent any person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the official's City duties and responsibilities.

#### 26.2-10 Post-Employment Restrictions.

(a) No former official or employee shall assist or represent any person other than the City in any judicial or administrative proceeding involving the City or any of its agencies, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

(b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

#### 26.2-11 Interest In City Business.

No elected official or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the City, or is authorized by ordinance. Compensation for property taken pursuant to the City's eminent domain power shall not constitute a financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City. No appointed official shall engage in a transaction described in this section unless the matter is wholly unrelated to the official's City duties and responsibilities.

#### 26.2-12 Contract Inducements.

No payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every City contract and solicitation therefor.

#### 26.2-13 Employment Of Relatives.

(a) No official or employee shall employ or advocate for employment, in any City agency in which said official or employee serves or over which he exercises authority, supervision, or control, any person (i) who is a relative of said official or employee, or (ii) in exchange for or in consideration of the employment of any of said official's or employee's relatives by any other official or employee; provided that the prohibition in (i) applies to City Council Committee staff but not to personal staff of an alderman.

(b) No official or employee shall exercise contract management authority where any relative of the official or employee is employed by or has contracts with persons doing City work over which the City official or employee has or exercises contract management authority.

(c) No official or employee shall use or permit the use of his position to assist any relative in securing employment or contracts with persons over whom the employee or official exercises contract management authority. The employment of or contracting with a relative [or] of such a City official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a City contract shall be evidence that said employment or contract was obtained in violation of this chapter.

26.2-14 Solicitation [Of] Or Acceptance Of Political Contributions And Membership On Political Fundraising Committees.

(a) No official or employee shall compel, coerce or intimidate any City official or employee to make, refrain from making or solicit any political contribution. Nothing in this section shall be construed to prevent any official or employee from voluntarily making or soliciting an otherwise permissible contribution or from receiving an otherwise permissible voluntary contribution except as set forth in this section or in Sections 26.2-32, 26-30 and [25-42] 19-14, *as amended*, of the Municipal Code.

(b) No non-elected City employee or official shall knowingly solicit or accept any political contribution from a person doing business or seeking to do business with the City. Notwithstanding the foregoing, a non-elected City employee or official who is a candidate for public office may solicit or accept political contributions on behalf of his or her own candidacy from a person doing business or seeking to do business with the City, subject to the same restrictions as are applicable to elected City officials.

(c) No person with contract management authority shall serve on any political fundraising committee.

*Article 2.*

*Financial Disclosure.*

26.2-15 Statements Of Financial Interests.

(a) For purposes of this article, the following persons shall be referred to as "reporting individuals":

(i) each elected official; and

(ii) each alderman; and

(iii) each appointed official, except a member of an agency that is solely advisory in nature and has no authority to make binding decisions, to enter into contracts or to make expenditures, other than expenditures necessarily incurred for research in connection with its advisory functions; and

(iv) each employee who is compensated for services or occupies a budgeted position as an employee at a rate of \$40,000 per year or more, but not including those employees whose base salary is less than \$40,000 per year but who earn more than \$40,000 per year due to compensation for overtime hours worked; and

(v) each employee who is compensated for services as an employee at a rate of less than \$40,000 per year for such employment, and also receives additional compensation either for professional services rendered to, or as an independent contractor for, the City in such an amount that his total income for service to the City is \$40,000 per year or more.

(b) Each reporting individual shall file by May 1 of each year a verified written statement of financial interests in accordance with the provisions of this article, unless he has already filed a statement in that calendar year. However, an alderman shall file statements of financial interests with the Office of the City Clerk.

(c) Statements of financial interests shall also be filed by the following:

(i) an elected official at the time of filing his oath of office;

(ii) a person whose appointment to office is subject to confirmation by the City Council at the time when his name is submitted to the Council for consideration;

(iii) any other person at the time he becomes a reporting individual, *including City employees who become reporting individuals because they are newly hired or are receiving a pay increase, or a job or title change.*

*(d) The Department of Personnel, the Comptroller's Office and the Office of the Mayor shall cooperate with the Board of Ethics in notifying persons listed in Section 15(c) (ii) and (iii) of their obligation to file statements of financial interests and in effecting the filing of such statements.*

[(d)e] No appointed official or employee shall be allowed to take the oath of office or enter or continue his duties, nor shall receive compensation from the City, unless he has filed a statement of financial interests with the Board of Ethics as required by this chapter.

#### 26.2-16 Contents Of Statements.

Statements of financial interests shall contain the following information:

(a) The name, address, and type of any professional, business or other organization (other than the City) in which the reporting individual was an officer, director, associate, partner, proprietor or employee, or served in any advisory capacity, and from which any income in excess of \$2,500 was derived during the preceding calendar year.

(b) The nature of any professional, business or other services rendered by the reporting individual and the name and nature of the person (other than the City) to whom or to which such services were rendered if, during the preceding calendar year, (1) compensation in excess of \$5,000 was received for professional services by the reporting individual and (2) the person was doing business with the City.

(c) The identity of any capital asset, including the address or legal description of real estate, from which the reporting individual realized a capital gain of \$5,000 or more in the preceding calendar year other than the sale of the reporting individual's principal place of residence.

(d) The name of any unit of government, other than the City, which employed the reporting individual during the preceding calendar year.

(e) The name of any person from whom the reporting individual received during the calendar year one or more gifts or honoraria having an aggregate value in excess of \$500, but not including gifts from relatives.

(f) The name and instrument of ownership in any person conducting business in the City, in which the reporting individual had a financial interest during the preceding calendar year. Ownership interests in publicly held corporations need not be disclosed.

(g) The identity of any financial interest in real estate located in the City, other than the principal place of residence of the reporting individual, and the address or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate.

(h) The name of, and the nature of the City action requested by, any person which has applied to the City for any license or franchise, or any permit for annexation, zoning or rezoning of real estate during the preceding calendar year if the reporting individual has a financial interest in such person.

(i) The name of any person doing business with the City in relation to which person the reporting individual had a financial interest during the preceding calendar year, and the title or description of any position held by the reporting individual in such person.

(j) The name and instrument of debt of all debts in excess of \$5,000 owed by the reporting individual, as well as the name and instrument of debt of all debts in excess of \$5,000 owed to the reporting individual, but only if the creditor or debtor, respectively or any guarantor of the debt, has done work for or business with the City of Chicago in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and *in accordance with* other terms and conditions standard for such loans at the time the debt[,] was contracted[,] need not be disclosed. Debt instruments issued by publicly

held corporations[,] and purchased by the reporting individual on the open market at the price available to the public[,] need not be disclosed.

#### 26.2-17 Form For Statement Of Financial Interests.

The statement of financial interests required to be filed with the Board of Ethics or, *in the case of aldermen, with the City Clerk*, shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the reporting individual personally. It shall be submitted on a form prescribed by the Board.

#### 26.2-18 Filing Of Statements.

(a) Not later than February 1 of each year, the City Comptroller *and the Department of Personnel* shall certify to the Board of Ethics and, *in the case of aldermen, to the City Clerk* a list (current as of the prior January 1) of the names and mailing addresses of the persons described in Section [18] 15(a) (i), (ii), (iv) and (v) who are required to file a statement of financial interests. In preparing this list, the City Comptroller *and the Department of Personnel* shall set out the names in alphabetical order and shall file a copy of the list with the Board of Ethics and, *in the case of aldermen, with the City Clerk*. Not less than 30 days before the due date for filing statements of financial interests, the City Comptroller *and the Department of Personnel* shall certify to the Board of Ethics a supplemental list of those persons described in Section [26.2-]15 who have, in the interim, become required to file a statement of financial interests. The supplemental list shall be in the same form and be filed in the same manner as the original list certified to the Board of Ethics. *Not later than February 1 of each year, the Office of the Mayor shall certify to the Board of Ethics a list (current as of the prior January 1) of the names and mailing addresses of the appointed officials described in Section 15(a)(iii) who are required to file statements of financial interests. In preparing this list, the Office of the Mayor shall provide names of the governmental bodies to which the officials have been appointed.*

(b) Not later than March 1 of each year, the Board of Ethics or, *in the case of aldermen, the City Clerk*, shall in writing notify all persons required to file statements of financial interests under this Article. Notice shall be by personal delivery or mail. The Board of Ethics may effect personal delivery of such notices by delivering the notices to the various department heads of the City for distribution to employees. Department heads shall notify the Board of Ethics of those employees who have not been served with such notice by April 1. The Board of Ethics shall then take appropriate steps to notify such persons by mail of the filing requirements. Employees shall be notified by mail at the last known address for them appearing in City records.

(c) The Board of Ethics or City Clerk shall deliver a receipt to each person who files a statement under this Article, indicating that the person has filed such statement and the date of such filing.

(d) All statements of financial interests shall be available for examination and duplication by the public in the office of the Board of Ethics or, *in the case of aldermen, in the office of the City Clerk*, during the regular business hours of the City of Chicago, except as otherwise provided by law. Each person examining or requesting duplication of a statement of financial interests must first complete a request form prepared by the Board of Ethics. The request form shall include the name, occupation, employer, address, and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each statement of financial interests to be examined. Requests for the examination or duplication of a statement of financial statements shall be [filed] *processed* as soon as is practicable. Request forms shall be available in the office of the Board of Ethics and City Clerk.

The Board of Ethics or, *in the case of aldermen, the City Clerk*, shall promptly notify each person required to file a statement of financial interests of each examination or duplication of his statement by sending to such person a copy of the completed request form. Costs of duplicating the statement of financial interests shall be paid by the person requesting the duplication.

(e) No person shall use for any commercial purpose information contained *in* or copied from statements of financial interests required to be filed by this chapter or from lists compiled from such statements.

#### 26.2-19 Failure To File Statement By Deadline.

(a) If any person who is required to file a statement of financial interests by May 1 of any year fails to file such a statement, the Board of Ethics or, *in the case of aldermen, the City Clerk* shall, by May 15, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement on or before May 31, *along with a late filing fee of \$20.00*. Failure to file by May 31 shall constitute a violation of this chapter, except as provided in subsection (c).

(b) Any person who first becomes subject to the requirement to file a statement of financial interests within 30 days prior to May 1, of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31 without penalty. The appointing or employing authority shall notify the Board of Ethics or, *in the case of aldermen, the City Clerk*, of the identity of such persons. If such person fails to file such statement by May 31, the Board of Ethics or *City Clerk* shall, within 7 days after May 31, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement of financial interests on or before June 15, *along with a late filing fee of \$20.00* with the Board of Ethics or *in the case of aldermen, with the City Clerk*. Failure to file by June 15 shall constitute a violation of this chapter, except as provided in subsection (c).

(c) Any person who is required to file a statement of financial interests may effect one thirty-day extension of time for filing the statement by filing with the Board of Ethics or, *in the case of aldermen, with the City Clerk*, not less than 10 days before the date on



which the statement is due, a declaration of his intention to defer the filing of the statement. *The filing of such declaration shall suspend application of the late filing fee for the duration of the extension.* Failure to file by *the extended deadline* shall constitute a violation of this chapter.

*(d) A statement of financial interests is considered filed when it is properly completed and received by the Board of Ethics or, in the case of aldermen, by the City Clerk. A declaration of intention to defer filing is considered filed upon receipt by the Board of Ethics or the City Clerk.*

#### 26.2-20 Filing Under Prior Order.

All persons who filed statements of financial interests in 1987 pursuant to Executive Order 86-1 shall be deemed to have complied with the filing requirement of this Article for that year. All elected officials who filed statements of financial interests in 1987 pursuant to the applicable State law shall be deemed to have complied with the filing requirement of this Article for that year.

### *Article 3.*

#### *Lobbyist Registration.*

#### 26.2-21 Persons Required To Register.

Each lobbyist whose lobbying-related compensation or expenditures [aggregate] *total* \$5,000 or more in the preceding or current calendar year shall register and file reports with the Board of Ethics as provided in this Article.

#### 26.2-22 Persons Or Entities Not Required To Register.

This Article is not intended and shall not be construed to apply to the following:

(a) Persons who own, publish, or are employed by a newspaper or other regularly published periodical, or who own or are employed by a radio station, television station, or other news medium which, in the ordinary course of business, disseminates to the general public news, editorial or other comment, or paid advertisements which directly urge the passage or defeat of, action upon, any legislative or administrative matter. This exemption shall not be applicable to such [a] persons insofar as [he] *they* receive[s] additional compensation or expenses from any other source for undertaking to influence legislative or administrative action.

(b) Officials and employees of the City of Chicago, or of any other unit of government, who appear in their official capacities before any City agency for the purpose of explaining the effect of any legislative or administrative matter pending before such a body.

(c) Persons who, by reason[s] of their special skills or knowledge of any matter pending before any City agency are requested in writing by (i) a member of the City Council[,] to appear before the City Council, or a committee or other subdivision thereof, to discuss such matter[,]; or (ii) the Commissioner, Director, or Chairman of another City agency to appear before that agency to discuss such matter; regardless [of] whether such persons receive compensation for so appearing. This exemption shall *apply* only [be applicable] to the extent that such persons appear in the foregoing capacity. [To the extent that] *If* such persons also engage in activities [with respect to] *for* which this Article otherwise requires them to register, they shall so register [with respect to] *for* those activities.

#### 26.2-23 Information Required Of Registrants.

No later than January 20th of each year, or within five business days of engaging in any activity which requires such person to register, every person required to register shall file with the Board of Ethics a sworn written statement on a form prescribed by the Board containing the following information:

(a) The registrant's name, permanent address and temporary address (if any) while lobbying.

(b) With respect to each client from which the registrant expects to receive compensation, and each business entity on behalf of which the registrant expects to act as a lobbyist:

(i) the name, business address, permanent address and nature of *the* business of the client or business entity;

(ii) whether the relationship is expected to involve compensation or expenditures or both; *and*

(iii) the name of each City agency before which the registrant expects to lobby.

(c) If such registrant is retained by another business entity pursuant to a written agreement of retainer or employment, a copy of such agreement shall be attached. If the agreement of retainer is oral, a *written* statement of the substance thereof shall be attached.

26.2-24 Amendment Of Registration Statements.

In the event any substantial change or addition occurs with respect to the information required by this Article to be contained in the registration statement, an amendment to the statement shall be filed with the Board of Ethics within 14 days.

26.2-25 Reports Of Lobbying Activities.

No later than January 20 and July 20 of each year, each registrant shall file with the Board of Ethics a notarized written report of lobbying activities during the previous six calendar months. The report shall be on a form prescribed by the Board and shall contain:

(a) The registrant's name, permanent address and temporary address (if any) while lobbying.

(b) With respect to each client from which the registrant has received cumulative compensation of \$1,000 or more in that calendar year for lobbying:

(i) the name, business and permanent address and nature of business of the client and of any other business entities on whose behalf lobbying was performed for the same compensation;

(ii) a statement of the amount of compensation to the nearest \$5,000;

(iii) the name of each City agency before which the registrant lobbied and a brief description of the legislation or administrative action involved.

(c) The total amount of expenditures, outside his own business entity, for lobbying in each of the following categories:

(i) office expenses;

(ii) public education, advertising and publications;

(iii) compensation to others;

(iv) personal sustenance, lodging, and travel; and

(v) other expenses; provided, however, that each expenditure of \$250.00 or more shall also be itemized by the date of the expenditure, the amount, purpose and beneficiary of the expenditure, the name, address and nature of business of the

recipient, and the legislative or administrative action in connection with which said expenditure was made.

#### 26.2-26 Inactive Lobbyists.

Registrants who received no compensation and made no expenditures during a six-month reporting period shall nevertheless file reports as required herein. Such reports shall state that no compensation was received and no expenditures were made during the reporting period.

#### 26.2-27 Failure To File Reports.

If a registrant fails to file a report as required herein, the Board of Ethics shall, within 15 days of the due date, notify the registrant by certified mail of his failure to file by the required date. The registrant shall thereafter file his report within 10 days of the issuance of the notice. Any registrant who fails to file within the 10 days shall be subject to a penalty of \$100 for each day thereafter until the date of filing. Failure to file within the 10 days shall constitute a violation of this chapter.

Any registrant who is required to file a report hereunder may effect one 30-day extension of time for filing the report by filing with the Board of Ethics, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the report. The filing of such declaration shall suspend application of the penalty provisions contained herein for the duration of the extension. Failure to file by the extended date shall constitute a violation of this chapter and shall subject the registrant to a penalty of \$100 per day thereafter.

#### 26.2-28 Termination Of Lobbying.

A registrant who terminates the activities that require registration and filing under this Article shall file with the Board of Ethics a Termination Notice which shall include a report of compensation and expenditures as provided in Section [26.2-]25, covering the period of time to the date of termination of his activities as a lobbyist. Such notice and report shall be final and relieve such registrant of further reporting under this Article unless and until he later undertakes activities requiring him to register again under this Article.

#### 26.2-29 Access To Information.

Registration statements, amendments to statements, reports of compensation and expenditures, and notices of termination shall be maintained and made available to the public by the Board of Ethics. By February 15 of each year, the Board of Ethics shall compile a list of registered lobbyists, which list shall be made available to the public.

#### 26.2-30 Contingent Fees.

No person shall retain or employ a lobbyist for compensation contingent in whole or in part upon the approval or disapproval of any legislative or administrative matter, and no person shall accept any such employment or render any service for compensation contingent upon the approval or disapproval of any legislative or administrative matter.

### *Article 4.*

#### *Board Of Ethics.*

#### 26.2-31 Appointment Of Members.

There is hereby created and established the Board of Ethics. The Board shall consist of seven members appointed by the Mayor, with the consent of the City Council. Members of the Board shall (i) reside within the corporate boundaries of the City; (ii) not hold other elected or appointed public or political party office nor endorse, nor engage in any political or campaign activity on behalf of any candidate for public office; (iii) not be an employee of the City or any subdivision thereof; (iv) have no financial interest in any work or business of or official action by the City, or any other governmental agency within the jurisdiction of the State of Illinois, County of Cook, or City of Chicago.

A member of the Board shall be appointed for a term of office of four years and hold office until his successor has been appointed and has qualified, except that members first appointed shall be appointed for the following terms of office: two for one year, two for two years, two for three years and one for four years. Vacancies on the Board shall be filled in the same manner that original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant.

#### 26.2-32 Political Activities Of Board Members And Certain Employees.

No member or employee of the Board shall engage in any political activity, as defined in Chapter 26.2 of the Municipal Code of Chicago, as amended. Nothing in this section

shall apply to activity in connection with an election of a local school council under Article 34 of the Illinois School Code, as amended.

#### 26.2-33 Chair And Vice Chair.

The Board Chair shall be designated by the Mayor. The Board shall elect a Vice Chair from among its membership.

#### 26.2-34 Removal Of Members.

The Mayor, with the consent of the remaining Board members, may remove any member of the Board for incompetency, substantial neglect of duty, gross misconduct or malfeasance in office, or violation of any law, after written notice stating with particularity the grounds for removal, and an opportunity for the member to respond.

#### 26.2-35 Meetings.

Unless otherwise determined by its members, the Board shall meet monthly at a regularly scheduled date and time determined by the Board. Any member may administer oaths and receive testimony from witnesses at a meeting of the Board. Four members of the Board shall constitute a quorum. A majority vote of the total membership shall be necessary to take any action.

#### 26.2-36 Records.

The Board shall keep minutes of its proceedings, showing the vote of each member upon every question[,] or , if absent or failing to vote , indicating such fact, and shall also keep records of its investigations and other official actions. Every rule, regulation, [every] amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall be filed in the office of the Board.

#### 26.2-37 Compensation.

Board members shall receive no compensation for their services, but each Board member may be reimbursed for expenses reasonably incurred in the performance of Board duties.

## 26.2-38 Powers And Duties.

In addition to other powers and duties specifically mentioned in this chapter, the Board of Ethics shall have the following powers and duties:

(a) To initiate and to receive complaints of violations of any of the provisions of this chapter and to investigate and act upon such complaints as provided by this chapter; provided, however, that the Board shall have no authority to investigate any complaint alleging a violation of any provision of this ordinance or alleging other misconduct by an alderman or an employee of the City Council. If the Board receives a complaint alleging a violation or other misconduct by an alderman or an employee of the City Council, the Board shall, within two days after receipt thereof, transmit such complaint to the standing committee of the City Council having jurisdiction over such complaints.

(b) To conduct investigations, inquiries, and hearings concerning any matter covered by this chapter, subject to the limitation expressed in the preceding subsection, and to certify its own acts and records. In the process of investigating complaints of violations of this chapter, the Board by a majority vote, may request the issuance of a subpoena by the City Council in accordance with Illinois law. The Board may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Board determines that assistance is needed in conducting investigations, or when required by law, the Board shall request the assistance of other appropriate agencies.

(c) To require the cooperation of City agencies, officials, employees and other persons whose conduct is regulated by this chapter, in investigating alleged violations of this chapter. Information reasonably related to an investigation shall be made available to the Board by such persons on written request.

(d) To consult with City agencies, officials and employees on matters involving ethical conduct.

(e) To recommend such legislative action as it may deem appropriate to [effectuate] *effect* the policy of this chapter.

(f) To conduct research in the field of governmental ethics and to carry out such educational programs as it deems necessary to [effectuate] *effect* the policy and purpose of this chapter.

(g) To promulgate rules for the conduct of Board activities, including procedural rules consistent with the 4/3/90 requirements of due process of law. Provided, however, no such rules and regulations shall become effective until 45 days after their submission to the City Council. And, provided further, no such rules and regulations shall become effective if, during said 45-day period, the City Council, by majority vote of the aldermen entitled to be elected, acts to disapprove said rules and regulations.

(h) To prescribe forms for the disclosure and registration of information as provided in this chapter.

(i) To hire such staff as the City Council shall provide in the annual appropriation ordinance.

(j) To prepare and publish, from time to time but at least annually, reports summarizing the Board's activities and to present such reports to the Mayor and the City Council.

(k) To render advisory opinions with respect to the provisions of this chapter based upon a real or hypothetical set of circumstances, when requested in writing by an official or employee, or by a person who is personally and directly involved. Advisory opinions shall be made available to the public, but the identity of the person requesting the opinion and of any person whose conduct is involved in the set of circumstances described in the request for the opinion[,] shall be confidential.

#### 26.2-39 Action On Complaints Or Investigations.

(a) Prior to the conclusion of an investigation, the Board shall give the person under investigation notice of the substance of the complaint and an opportunity to present such written information as the person may desire, including the names of any witnesses the person wishes to have interviewed by the Board.

(b) At the conclusion of an investigation, the Board shall prepare a written report including a summary of its investigation, a complete transcript of any proceeding including but not limited to any testimony heard by the Board, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as it deems appropriate. If the Board determines that the complaint is not sustained, it shall so state in its report and so notify the person investigated and any other person whom the Board has informed of the investigation. If the person investigated is an employee and the Board finds that corrective action should be taken, the Board shall send its report to the head of the department or agency in which the employee works. If the person investigated is a department head or appointed official, and the Board finds that corrective action should be taken, the Board shall send its report to the Mayor. If the person investigated is a City Council employee, and the Board finds that corrective action should be taken, the Board shall send its report to the chairman of the City Council committee or to the alderman for whom the employee works. If the person investigated is an elected official other than an alderman, the Board shall send its report to that official and to the Mayor. In all instances the Board shall also send its report to the Corporation Counsel. A person to whom the Board has transmitted a recommendation for action shall, within 30 days of receipt of the recommendation, report to the Board in writing the actions taken on the recommendation and, to the extent that the person declines to take any recommended action, provide a statement of reasons for his decisions.



Nothing in this section shall preclude the Board from notifying a person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Board to the Corporation Counsel.

#### 26.2-40 Confidentiality.

Complaints to the Board and investigations and recommendations thereon shall be confidential, except as necessary to carry out powers and duties of the Board or to enable another person or agency to consider and act upon the notices and recommendations of the Board; provided that, without identifying the person complained against or the specific transaction, the Board may (a) comment publicly on the disposition of its requests and recommendations and (b) publish summary opinions to inform City personnel and the public about the interpretation of provisions of this chapter.

### *Article 5.*

#### *Penalties For Violation.*

#### 26.2-41 Sanctions.

(a) Any employee found to have violated any of the provisions of this chapter, or to have furnished false or misleading information to the Board of Ethics with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. Any official who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this chapter, or otherwise violates any provision of this chapter, shall be subject to removal from office.

(b) Any non-elected official, employee, or City contractor who fails to provide documents or information requested by the Board under Section [26.2-]3[7]8 shall be subject to employment sanctions, removal from office, or cancellation of contract rights.

#### 26.2-42 Judicial Penalties.

Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the Board of Ethics with the intent to mislead, upon conviction thereof shall be punished by a fine of no more than \$500 for any one offense.

#### 26.2-43 Invalid Actions.

All City contracts shall include a provision requiring compliance with this chapter. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City. Any permit, license, ruling, determination or other official action of a City agency applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this chapter shall be invalid and without any force or effect whatsoever.

#### 26.2-44 Other Remedies.

Nothing in this chapter shall preclude the City from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this chapter or other law, or to recover damages for violation of this chapter.

#### 26.2-45 Relationship To Other Laws.

The procedures and penalties provided in this chapter are supplemental and do not limit either the power of the City Council to discipline its own members or the power of any other City agency to otherwise discipline officials or employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

#### 26.2-46 Sanctions Applicable To Ethics Board.

Any member of the Board of Ethics who knowingly violates Section [26.2-]40 shall be subject to the penalties indicated in Section [26.2-]42.

*26.2-47 Education.*

*The Board of Ethics shall promulgate rules and regulations which shall establish and implement a program to educate persons subject to the terms of this chapter about their duties and responsibilities hereunder.*

26.2-4[7]8 Severability.

If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 2. This ordinance shall be effective upon passage.

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*Consideration Deferred* -- ESTABLISHMENT OF NEW HOMES  
FOR CHICAGO PROGRAM.

On motion of Alderman Gutierrez, 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 April 25, 1990, pages 14960 through 14964, recommending that the City Council pass a proposed substitute ordinance, as amended, establishing a New Homes for Chicago Program.

Alderman Gutierrez presented the following proposed substitute ordinance:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, Many of the City's neighborhoods suffer from a shortage of newly constructed single-family housing that is affordable to many families residing in the City; and

WHEREAS, A continuation of this housing shortage is harmful to the economic stability of the City and is generally damaging to the health, safety and welfare of the City; and

WHEREAS, The City owns numerous parcels of residentially zoned, vacant land in the City (the "City Lots"); and

WHEREAS, There are numerous parcels of residentially zoned, vacant land in the City owned by private parties (the "Private Lots"); and

WHEREAS, Many of the City Lots and Private Lots are suitable for the construction of single-family housing; and

WHEREAS, It is in the best interest of the City and its residents for the City to create a program that will promote and assist the construction of quality single-family housing that is affordable to families residing in the City who earn up to one hundred twenty percent (120%) of the median income of City residents, by establishing a program whereby the City may (a) sell City Lots for an amount as low as \$1.00; (b) make interest-free financing available to developers; (c) waive certain City fees and charges; and (d) provide perimeter site improvements; and

WHEREAS, Such a program will serve numerous social and economic policy objectives, including the following: (a) making newly constructed single-family housing available for purchase and ownership by more families who reside in the City; (b) increasing the City's real estate tax base; (c) decreasing the inventory of City owned vacant land; and (d) stimulating other private investment and development, and thus revitalizing the neighborhoods in which such housing is built; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Findings. All of the above recitals are expressly adopted herein as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. Establishment of the New Homes for Chicago Program. Notwithstanding any prior ordinance to the contrary, there is hereby established the New Homes for Chicago Program (the "Program") to be administered under the rules and regulations adopted by the City's Department of Housing (the "Department"), pursuant to the terms and conditions set forth herein.

SECTION 3. Goals of the Program. The Program shall be designed and implemented in order to promote the construction and sale of high quality, owner-occupied, single-family housing ranging in price from approximately \$55,000 to approximately \$85,000 per housing unit. Such prices may be adjusted from time to time due to inflation.

SECTION 4. Development Parameters.

(a) Each development proposal must consist of not less than ten and not more than forty units located within a radius of approximately one quarter mile.

(b) All units shall: (i) contain a minimum of at least approximately 1,000 square feet; (ii) contain at least three bedrooms and 1 1/2 baths; (iii) have direct access to private outdoor space, with a minimum of one on-site parking space per unit; (iv) have landscaping; and (v) be sold with the builder's warranty of habitability and fitness for the purpose intended for a period of one year from the first date of occupancy; and (vi) be constructed of quality materials and designed to be compatible with surrounding properties.

(c) Applicants. Applicants who receive financial assistance must not be in default under any other City loan program or contract, or in arrears on any water, sewer, real estate, or sales tax or assessment, parking tickets, or any other amounts owed to the City personally or by any partnership, corporation, joint venture or land trust in which the applicant has at least a five percent (5%) beneficial interest.

#### SECTION 5. Application.

(a) The Department is authorized to prepare Program applications (the "Applications") designed to provide all the necessary information needed by the City to fairly and completely evaluate proposals for participation in the Program.

(b) The Department shall solicit Applications by methods which shall include publishing an advertisement at least twice in at least one newspaper of general circulation and, at the discretion of the Department, in neighborhood newspapers.

(c) Completed Applications shall be due no later than the date stated in the first day of the advertisement.

(d) The Department shall charge a nonrefundable \$250 Application fee that shall be payable to the City at the time the Application is submitted to the Department for review.

(e) The Application fee shall be used by the Department for costs incurred by the Department in connection with the administration of the Program.

(f) The Department shall evaluate all complete Applications and may negotiate alternative terms with applicants if it deems such negotiations to be in the best interests of the City.

(g) The Department shall make recommendations to the City Council regarding the acceptance of Applications for the Program.

(h) All Applications are subject to Department and City Council approval.

SECTION 6. Financial Assistance. Financial assistance in one or more of the following forms may be provided upon application pursuant to rules and regulations promulgated hereunder:

## (a) City Lots.

Applicants may request to purchase City Lots. The City may sell City Lots with a fair cash market value of \$5,000 or less for \$1.00 per lot. The City may sell City Lots with a fair cash market value in excess of \$5,000 for the amount by which such value is in excess of \$5,000. The City shall determine the value of all City Lots. Deeds conveying City Lots shall contain a clause permitting the City to re-enter and take possession of such lot if construction is not commenced within eighteen (18) months from the date of conveyance.

## (b) No-Interest Financing.

Developers may request financing from the City in amounts not to exceed \$20,000 per housing unit.

## (c) Fee Waivers.

Developers may request waiver of various City fees, costs and deposits required for new construction. Standard fees and deposits for the removal of existing water lines, installation of water taps, water line connections, removal of sewer lines and connection of sewer lines may be waived under this program.

## (d) I.H.D.A. Financing.

The City shall seek low interest permanent mortgage financing from the Illinois Housing Development Authority to assist home-buyers below the median family income for City residents.

## (e) Closing Costs Assistance.

Home buyers below the median family income for City residents may request closing cost assistance in amounts not to exceed \$2,000. Such amounts shall only be used to pay for bank-related closing costs incurred in connection with purchase loans.

SECTION 7. Effectiveness. This ordinance shall take effect immediately upon its passage.

Alderman Gutierrez then moved to *Substitute* the foregoing proposed ordinance for the proposed ordinance printed in the Journal of the Proceedings of April 25, 1990. The motion to substitute *Prevailed* by a viva voce vote.

Alderman Bloom then presented the following amendment to the proposed substitute ordinance:

"Section 7 of the ordinance is renumbered to be Section 9 and the following new sections are inserted in their proper sequence:

Section 7. Evidence of Indebtedness. The amount of any no interest or low interest financing, together with the amount of any closing cost subsidy provided to a home buyer, shall be combined for a total figure to be known as the gross subsidy amount. Each home buyer shall execute a non-interest bearing note and second mortgage to the City of Chicago for the gross subsidy amount which note shall be due at the time the house is sold or upon foreclosure of any first mortgage or mechanic's lien. The note and second mortgage shall explicitly state that the principal amount of the obligation shall not be due unless, and only to the extent, there are proceeds remaining from the sale of the house after paying the balance due on the first mortgage and all costs of sale. After the house has been sold, or the property foreclosed, the note and mortgage shall be canceled, the lien of the second mortgage released, and all personal liability absolved, regardless of the amount, if any, of funds paid to the City of Chicago.

Section 8. Revolving Fund. Any subsidy funds made available under this ordinance and re-paid to the City of Chicago shall be held in a segregated account and used to support future low-cost housing initiatives of the City of Chicago.

After debate, Alderman Gutierrez moved to *Defer* consideration of the foregoing proposed substitute ordinance and proposed amendment to the next regular meeting of the City Council. The motion *Prevailed* by a viva voce vote.

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APPROVAL OF VARIOUS SITES TO BE ACQUIRED BY PUBLIC  
BUILDING COMMISSION/CHICAGO BOARD OF EDUCATION  
PURSUANT TO CAPITAL IMPROVEMENT PROGRAM.

On motion of Alderman Gutierrez, 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 April 25, 1990, pages 14964 through 14975, recommending that the City Council pass a proposed ordinance approving various sites to be acquired by the Public Building Commission/Chicago Board of Education pursuant to their Capital Improvement Program.

On motion of Alderman Gutierrez, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Legislature of the State of Illinois passed "an Act to authorize the creation of Public Building Commissions and to define their rights, powers and duties, approved July 5, 1955", as amended; and

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission of Chicago, Cook County, Illinois (the "Commission") at the request of the Board of Education of the City of Chicago (the "Board"), being a school district in the City of Chicago, has undertaken a program for the construction of public schools and other educational facilities in cooperation with the Board; and

WHEREAS, The Board has determined that it is in the best interests of the public schools in the City of Chicago that a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities be undertaken (the "Project"); and

WHEREAS, The Commission, pursuant to the provisions of said Public Building Commission Act, has selected, located and designated such areas lying wholly within the City of Chicago, as sites to be acquired for the Project and being legally described as hereinafter set forth, and has requested, pursuant to the requirements of Section 14 of said Public Building Commission Act, that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council of the City of Chicago does hereby approve the following sites described in Schedule I attached hereto and made a part thereof, heretofore selected, located and designated by the Commission, as sites to be acquired for a program involving the construction, alteration, repair, renovation and rehabilitation of public schools and other educational facilities in the City of Chicago.



SECTION 2. The Mayor of the City of Chicago and other appropriate City officers are hereby authorized and directed to do all such acts and things, including the execution of documents providing for the conveyance of such sites, to effectuate the Project and the purpose of this ordinance.

SECTION 3. This ordinance shall be in full force and effect immediately upon its passage as required by law.

Schedule I attached to this ordinance reads as follows:

*Chicago Public Schools Public Building Commission Bond Issue.*

*Site Designations*

*Schedule 1.*

Acquisitions:

Our Lady of Help Christian  
849 North Leamington Avenue  
Chicago, Illinois 60651

St. Peter Canisius  
5035 West North Avenue  
Chicago, Illinois 60639

St. Angelas  
1332 North Massasoit Avenue  
Chicago, Illinois 60651

St. Fidelis  
1405 North Washtenaw Avenue  
Chicago, Illinois 60622

Sacred Heart on Huron  
2260 West Huron Street  
Chicago, Illinois 60612

St. Veronica  
3318 North Whipple Street  
Chicago, Illinois 60618

St. Francis Xavier  
2845 West Barry Avenue  
Chicago, Illinois 60618

Our Lady of Vilna  
2323 West 23rd Place  
Chicago, Illinois 60608

St. Ludmilla  
2408 South Albany Avenue  
Chicago, Illinois 60647

St. Agnes and Convent  
3821 -- 3835 South Washtenaw Avenue  
Chicago, Illinois 60625

St. Bridget  
2928 South Archer Avenue  
Chicago, Illinois 60608

or St. George  
(Bridgeport Catholic  
Academy)  
911 West 32nd Place  
Chicago, Illinois 60608

St. John of God  
5129 South Throop Street  
Chicago, Illinois 60609

St. Basil  
1824 West Garfield Boulevard  
Chicago, Illinois 60636

Sacred Heart of Jesus  
4600 South Honore Street  
Chicago, Illinois 60609

Immaculate Conception  
8739 South Exchange Avenue  
Chicago, Illinois 60617

Alvernia High School and Convent  
3900 -- 3920 North Lawndale Avenue  
Chicago, Illinois 60618

Illinois Bell Building  
4355 North Linder Avenue  
Chicago, Illinois 60641

## New Construction -- Additions:

Carroll, Charles  
2929 West 83rd Street  
Chicago, Illinois 60652

or

Rosenwald, Julius  
2541 West 80th Street  
Chicago, Illinois 60652

Chappell, Eliza  
5145 North Leavitt Street  
Chicago, Illinois 60625

Hedges, James  
4735 South Winchester Avenue  
Chicago, Illinois 60609

Walsh, John A.  
2015 South Peoria Street  
Chicago, Illinois 60608

## Replacement School:

Haines, John C.  
247 West 23rd Place  
Chicago, Illinois 60616

## New Construction -- Schools:

## Corkery and Whitney

Southeast Corner of 26th Street and  
Kostner Avenue  
Chicago, Illinois 60623  
Approximately 3 acres

## Davis, Shields and Burroughs

3301 West Pershing Road  
Chicago, Illinois 60632  
Approximately 3.21 acres

## Gale, Field and Armstrong

7400 -- 7428 North Wolcott Avenue  
1900 -- 1914 West Fargo Avenue  
Chicago, Illinois 60626  
Approximately 1.09 acres

## Gary

31st and Millard Avenue  
Chicago, Illinois 60623  
Approximately 3.5 acres

## Healey and Armour

Healey, Robert  
3010 South Parnell Avenue  
Chicago, Illinois 60616

or  
505 West 35th Street  
Chicago, Illinois 60616  
Approximately 1.74 acres

## Hedges and Branches

4801 South Western Avenue  
Chicago, Illinois 60609  
Approximately 2.6 acres

or  
46th and Wolcott Avenue  
Chicago, Illinois 60609  
Approximately 8 acres

## McCormick and Branch

Washburne, Elihu B. Trade School  
3233 West 31st Street  
Chicago, Illinois 60623

## Monroe, Linne and Reilly

Southwest Corner Diversey and Karlov  
Chicago, Illinois 60639  
Approximately 2 plus acres

or

Southeast Corner Diversey and Kilpatrick  
Chicago, Illinois 60641  
Approximately 4 plus acres

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or

Southeast Corner Belmont and Knox  
Chicago, Illinois 60641  
Approximately 2 plus acres

or

Southwest Corner Tripp and Nelson  
Chicago, Illinois 60641  
Approximately 1.2 acres

Morrill, Eberhart and Tonti

Block Bounded by:  
60th Street on the north  
61st Street on the south  
Keeler Avenue on the east  
Karlov Avenue on the west  
Approximately 8.24 acres

Mozart

2222 North Springfield  
Chicago, Illinois 60647  
Approximately 1.95 acres

Nixon

Southwest Corner Bloomingdale at Kildare  
Chicago, Illinois 60639  
Approximately 3.5 acres

Nobel

1000 -- 1026 North Kedvale  
1001 -- 1029 North Keeler  
4134 -- 4158 West Augusta Boulevard  
Chicago, Illinois 60651

or

4400 West North Avenue  
Chicago, Illinois 60639

**Seward and Hamline**

Northwest Corner of 43rd and Marshfield  
Chicago, Illinois 60609  
Approximately 2.30 acres

**Spry and Hammond**

2800 South Sacramento  
Chicago, Illinois 60623  
Approximately 18.4 acres

**Reconfigurations:**

Carver, George Washington Primary  
901 East 133rd Place  
Chicago, Illinois 60627

Stockton, Joseph  
4420 North Beacon Street  
Chicago, Illinois 60640

Von Humboldt, Alexander  
2620 West Hirsch Street  
Chicago, Illinois 60622

**Reconversions:**

Jackson, Andrew, Adult Education Center  
820 South Carpenter Street  
Chicago, Illinois 60607

Richard, Ellens H. Vocational High  
5516 South Maplewood Avenue  
Chicago, Illinois 60629

**Reopenings:**

Birney  
120 North Wood Street  
Chicago, Illinois 60612

Schmid  
9755 South Greenwood Avenue  
Chicago, Illinois 60628

Sheldon  
2554 West 113th Street  
Chicago, Illinois 60655

Rehabilitation:

Amundsen, Roald, High School  
5110 North Damen Avenue  
Chicago, Illinois 60625

Crane, Richard T., High School  
2245 West Jackson Boulevard  
Chicago, Illinois 60612

Dunbar, Paul L., Vocational High School  
3000 South Dr. Martin Luther King, Jr., Drive  
Chicago, Illinois 60616

Fenger, Christian, High School  
11220 South Wallace Street  
Chicago, Illinois 60628

Foreman, Edwin G., High School  
3235 North LeClaire Avenue  
Chicago, Illinois 60641

Gage Park High School  
5630 South Rockwell Street  
Chicago, Illinois 60629

Harlan, John M., Community Academy High School  
9652 South Michigan Avenue  
Chicago, Illinois 60628

Harper, William Rainey, High School  
6520 South Wood Street  
Chicago, Illinois 60636

Kelly, Thomas, High School  
4136 South California Avenue  
Chicago, Illinois 60632

Mather, Stephen T., High School  
5835 North Lincoln Avenue  
Chicago, Illinois 60659

Simeon, Neal F., Vocational High School  
8235 South Vincennes Avenue  
Chicago, Illinois 60620

Steinmetz, Charles P., High School  
3030 North Mobile Avenue  
Chicago, Illinois 60634

Tesla, Nikola  
6657 South Kimbark Avenue  
Chicago, Illinois 60637

Ancillary Additions:

Addams, Jane  
10810 South Avenue H  
Chicago, Illinois 60617

Anthony, Susan B., Branch of Burnham  
9800 South Torrence Avenue  
Chicago, Illinois 60617

Armstrong, George B.  
2111 West Estes Avenue  
Chicago, Illinois 60645

Avondale  
2945 North Sawyer Avenue  
Chicago, Illinois 60618

Bass, Perkins  
1140 West 66th Street  
Chicago, Illinois 60621

Beethoven, Ludwig Von  
25 West 47th Street  
Chicago, Illinois 60609

Bryn Mawr  
7355 South Jeffery Avenue  
Chicago, Illinois 60649



Byford, William H.  
5600 West Iowa Street  
Chicago, Illinois 60651

Cassell, George F.  
11314 South Spaulding Avenue  
Chicago, Illinois 60655

Clark, George Rogers, Branch of Key  
1045 South Monitor Avenue  
Chicago, Illinois 60644

Corkery, Daniel J.  
2510 South Kildare Avenue  
Chicago, Illinois 60623

Gale, Stephen F., Community Academy  
1631 West Jonquil Terrace  
Chicago, Illinois 60626

Gary, Joseph E.  
3740 West 31st Street  
Chicago, Illinois 60623

Grimes, Robert L.  
5450 West 64th Place  
Chicago, Illinois 60638

Haugan, Helge A.  
4540 North Hamlin Avenue  
Chicago, Illinois 60625

Hibbard, William G.  
3244 West Ainslie Street  
Chicago, Illinois 60625

Jensen, Jens, Scholastic Academy  
3030 West Harrison Street  
Chicago, Illinois 60612

Marquette, Jacques  
6550 South Richmond Street  
Chicago, Illinois 60629

Onahan, William J.  
6634 West Raven Street  
Chicago, Illinois 60631

Scanlan, Thomas  
11725 South Perry Avenue  
Chicago, Illinois 60628

Smyser, Washington D.  
4310 North Melvina Avenue  
Chicago, Illinois 60634

Williams, Daniel Hale  
2710 South Dearborn Street  
Chicago, Illinois 60616

Park District Facilities:

Dyett -- Park Fieldhouse  
5531 South King Drive  
Chicago, Illinois 60615

White -- Park Fieldhouse  
1122 West 122nd Street  
Chicago, Illinois 60643

Clemente -- Park Fieldhouse  
2334 West Division Street  
Chicago, Illinois 60622

Orr -- Park Fieldhouse  
744 North Pulaski Road  
Chicago, Illinois 60624

Garrett Morgan -- Park Fieldhouse  
8385 South Kirkhoff Avenue  
Chicago, Illinois 60620

Curie -- Park Fieldhouse  
4959 South Archer Avenue  
Chicago, Illinois 60632

Whitney Young -- Park Fieldhouse  
210 South Loomis Street  
Chicago, Illinois 60607

*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE BY  
ESTABLISHMENT OF NEW CHAPTER 36.1 ENTITLED  
"CHICAGO STREET PERFORMERS ORDINANCE".

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Streets and Alleys, deferred and published in the Journal of the Proceedings of April 26, 1989, pages 211 through 217, recommending that the City Council pass a proposed ordinance amending the Municipal Code by the establishment of a new Chapter 36.1 entitled "Chicago Street Performers Ordinance".

Alderman Burke then moved to *Re-Refer* the said proposed ordinance to the Committee on Streets and Alleys. The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Streets and Alleys*.

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*Re-Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 185  
AND 185.1 BY IMPOSING PENALTY ON LATE WATER  
AND SEWER CHARGE PAYMENTS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of April 6, 1990 (Council Journal pages 13783 and 13787 through 13790) and further deferred on April 25, 1990 (Council Journal pages 15146 and 15147) concerning amendment of Chapters 185 and 185.1 of the Municipal Code by imposing a penalty on late water and sewer charge payments.

Alderman Burke moved to *Re-Refer* the said proposed ordinance to the Committee on Finance. The motion *Prevailed* by a viva voce vote and the said proposed ordinance was *Re-Referred to the Committee on Finance*.

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**MISCELLANEOUS BUSINESS.**

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ASSIGNMENT OF CHAIRMEN AND VICE-CHAIRMAN TO CITY  
COUNCIL STANDING COMMITTEES AMENDED FOR  
YEARS 1987-- 1991.

Alderman Burke presented the following proposed resolution:

*Be It Resolved by the City Council of the City of Chicago, That the following shall be the Chairmen or Vice-Chairman on standing committees of the City Council of the City of Chicago for 1987 -- 1991 term:*

9. COMMITTEE ON ECONOMIC DEVELOPMENT

Giles (Vice-Chairman)

11. COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES

Eisendrath (Chairman)

22. COMMITTEE ON PORTS, WHARVES AND BRIDGES

Smith, E. (Chairman)

; and

*Be It Further Resolved, That the following member is removed from the following committee:*

COMMITTEE ON PORTS, WHARVES AND BRIDGES

Smith, E.

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

## PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Five students from Fort Dearborn School, accompanied by their teacher, Mr. Clyde French;

Thirty-six students from Donald L. Morrill School, accompanied by their principal, Dr. Eduardo Cadavid and their teachers, Ms. Mary Ann Conroy and Ms. Sharon Hayes;

Sixty students from Haugan School;

Sixty students from Bryn Mawr Elementary School, accompanied by Ms. LaVeda Sterrett and five adult chaperones.

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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 Wednesday, the sixteenth (16th) day of May, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the seventh (7th) day of June, 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 Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Kellam, Sheahan, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Orr, Stone -- 43.

*Nays* -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

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At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

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*Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.*

The City Clerk transmitted communications from Mr. Cosmo J. Briatta, Asset Manager, City Real Estate Section, Department of General Services, under date of May 4, 1990, which read as follows:

Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 5420 -- 5422 South Dearborn Street, which was authorized by ordinance passed June 28, 1989, page 2626, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3822 West Fillmore Street, which was authorized by ordinance passed June 14, 1989, pages 1911 -- 1912, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 4449 West Grenshaw Street, which was authorized by ordinance passed June 28, 1989, page 2631, Council Journal.

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Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1222 -- 1224 North Kedzie Avenue/3209 -- 3211 West Crystal Street, which was authorized by ordinance passed June 28, 1989, page 2639, Council Journal.

Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1617 South Newberry Avenue, which was authorized by ordinance passed June 28, 1989, page 2648, Council Journal.

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Transmitted herewith three (3) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1256 North Noble Street/1409 West Potomac Avenue, which was authorized by ordinance passed June 28, 1989, pages 2648 -- 2649, Council Journal.

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Transmitted herewith two (2) sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1271 -- 1273 North Wolcott Avenue, which was authorized by ordinance passed July 19, 1989, page 3505, Council Journal.

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Transmitted herewith one (1) sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 4020 West 16th Street, which was authorized by ordinance passed June 28, 1989, pages 2663 -- 2664, Council Journal.

On motion of Alderman Pucinski, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

*5420 -- 5422 South Dearborn Street.*

Vallie Rush, 5416 South Dearborn Street, Chicago, Illinois 60609: Amount bid \$3,500.00, deposit check \$350.00 (cashier's check).

*3822 West Fillmore Street.*

Larry L. and Cindy L. Marshall, 3828 West Fillmore Street, Chicago, Illinois 60624: Amount bid \$1,901.00, deposit check \$191.00 (personal money order).

*4449 West Grenshaw Street.*

Hadley Gear Manufacturing Company, Incorporated, 4444 West Roosevelt Road, Chicago, Illinois 60624: Amount bid \$4,100.00, deposit check \$410.00 (certified check).

*1222 -- 1224 North Kedzie Avenue/  
3209 -- 3211 West Crystal Street.*

Norman R. Oyen, doing business as Koller-Oyen Construction, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$22,200.00, deposit check \$2,220.00 (cashier's check);

Jim Krueger and Constantine Kanavos, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$14,100.00, deposit check \$1,410.00 (cashier's check).

*1617 South Newberry Avenue.*

Richard R. Callahan, 1702 South Halsted Street, Chicago, Illinois 60608: Amount bid \$4,800.00, deposit check \$480.00 (bank check);

Dorothea Jacobson-Wenzel, 1636 North Orchard Street, Chicago, Illinois 60614: Amount bid \$3,600.00, deposit check \$360.00 (cashier's check).

*1256 North Noble Street/  
1409 West Potomac Avenue.*

Jim Krueger and Constantine Kanavos, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$30,000.00, deposit check \$3,000.00 (cashier's check);

Andrew P. Andrews, 2334 North Cambridge Avenue, Chicago, Illinois 60614- 3308: Amount bid \$26,000.00, deposit check \$2,600.00 (cashier's check);

George Tavoularis and Bill Senne, 6217 West Joyce Lane, Chicago, Illinois 60634: Amount bid \$32,000.00, deposit check \$3,200.00 (cashier's check).

*1271 -- 1273 North Wolcott Avenue.*

Jim Krueger and Constantine Kanavos, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid \$17,520.00, deposit check \$1,752.00 (cashier's check);



Norman R. Oyen, doing business as Koller-Oyen Construction, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$31,200.00, deposit check \$3,120.00 (cashier's check).

*4020 West 16th Street.*

Bobbie Wright, 4022 West 16th Street, Chicago, Illinois 60623: Amount bid \$3,900.00, deposit check \$400.00 (cashier's check).

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**Adjournment.**

Thereupon, Alderman E. Smith moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, June 7, 1990, at 10:00 A.M., in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*



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MISCELLANEOUS BUSINESS

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Norman R. Oyen, doing business as Koller-Oyen Construction, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$31,200.00, deposit check \$3,120.00 (cashier's check).

*4020 West 16th Street.*

Bobbie Wright, 4022 West 16th Street, Chicago, Illinois 60623: Amount bid \$3,900.00, deposit check \$400.00 (cashier's check).

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**Adjournment.**

Thereupon, Alderman E. Smith moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, June 7, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

**WALTER S. KOZUBOWSKI,**  
*City Clerk.*